



ST. TAMMANY PARISH  
MICHAEL B. COOPER  
PARISH PRESIDENT

## NOTICE TO BIDDERS

### ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Thursday, March 21, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 23-46-2 – Safe Haven Campus Improvements**

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

**The project classification is:**

**Highway, Street, and Bridge Construction or**

**Municipal and Public Works Construction**

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

***Please note that a non-mandatory pre-bid meeting/site visit will be held at the entrance to the Safe Haven Campus which is located at 23515 Highway 190, Mandeville, LA 70448 on Wednesday, March 6, 2024 at 10:00 AM.***

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 3 (Low Income Resident Participation) of the Housing and Urban Development Act of 1968, Section 109 (Non-Discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) and Section 504 (Non-Discrimination Against Individuals with Disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Minority owned firms, small businesses, and/or Section 3 businesses are encouraged to participate.

St. Tammany Parish is an equal opportunity employer.

Any person with disabilities required special accommodations must contact the St. Tammany Parish no later than seven (7) days prior to bid opening.

Successful bidder must have an active Unique Entity ID (UEI), as verified on [www.sam.gov](http://www.sam.gov), prior to award of contract.

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

Procurement Department



# **BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR

## **SAFE HAVEN CAMPUS IMPROVEMENTS**

BID NO.: 23-46-2

November 10, 2023

Engineers Estimate: \$4,053,000

Funding for this project was secured through the National Disaster Resilience Competition (NDRC), sponsored by the U.S. Department of Housing and Urban Development (HUD) for LA SAFE – Louisiana’s Strategic Adaptations for Future Environments. The adaptation strategies in LA SAFE’s regional and parish plans integrate stormwater management, housing and development, transportation, education, economy, and jobs, and culture and recreation to provide community benefits that improve quality of life while mitigating flood risk.

## Section 01

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## Section 02

### Instructions to Bidders

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

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is Two Hundred Forty (240) calendar days, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. **The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.**
7. ***If any additional work is performed by the contractor without written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.***
8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

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

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

21. Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
22. Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
23. It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.
24. Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.
25. Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not

furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

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

**St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471**
33. See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.
34. The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.

35. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility and qualifications of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
36. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
37. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
38. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
39. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
40. 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.  
  
For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list.  
  
In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.
41. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.
42. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
43. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the

Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.

44. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.
45. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
46. Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.
47. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
48. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
49. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
50. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
51. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
52. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

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

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

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



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

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

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

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

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

53. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
54. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
55. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
56. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
57. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

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

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

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

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

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

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

58. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
59. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
60. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
61. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
62. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

## Section 03

### **Summary of Work**

**I.** Work to Include:

The work of this contract comprises the removal and replacement of existing subsurface drainage infrastructure, construction of new detention pond, construction of new bioswale/rain garden area, removal and replacement of gravity sewer infrastructure, construction of new concrete walkways (Alternate No. 1) and wayfinding signage, and construction of new pavilions (Alternate No. 3) and nature trails (Alternate No. 2).

**II.** Location of Work:

SAFE HAVEN CAMPUS  
23515 HWY 190  
MANDEVILLE, LA

**III.** Documents: Bid Documents dated November 10, 2023, and entitled:

Safe Haven Campus Improvements  
St. Tammany Parish Bid No. 23-46-2

**IV.** OTHER REQUIREMENTS (as applicable)

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

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: Safe Haven Campus Improvements
STP Bid No. 23-46-2

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

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

Kyle Associates/Neel-Schaffer/Greenleaf Architects/Ellis Engineering and dated: November 10, 2023.
(Owner to provide name of entity preparing bidding documents.)

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

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

Dollars (\$ )

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

Alternate No. 1 (All work associated with concrete walkways - add alternate) for the lump sum of:

Dollars (\$ )

Alternate No. 2 (All work associated with nature trails - add alternate) for the lump sum of:

Dollars (\$ )

Alternate No. 3 (All work associated with pavilion structures - add alternate) 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 FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

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

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

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

Section 05

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

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_

Print Name

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

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

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

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

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Entity name:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**Notary Public**

**Print Name:** \_\_\_\_\_

**Notary I.D./Bar No.:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

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

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

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,  
THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_  
**Notary Public**

**Print Name:** \_\_\_\_\_

**Notary I.D./Bar No.:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

—



## INSURANCE REQUIREMENTS\*

Construction Project: Safe Haven Campus Improvements

Bid#: 23-46-2

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

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

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

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



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

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

- 1. **Commercial General Liability\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
  
- 2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto;
  - or**
  - b) Owned autos; **and**
  - c) Hired autos; **and**
  - d) Non-owned autos.
  
- 3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Any inquiry regarding these insurance requirements should be addressed to:**

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

## Section 07

### Project Signs

#### 1. General

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

#### 2. Materials

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

#### 3. Execution

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

**Blank Template of Parish Project Sign:**

# PROGRESS



**MICHAEL B. COOPER**  
Parish President

---

Councilmember Name  
Council District X

**\$XXX,XXX.XX**

Total Dollar \$  
amount specified here

**Project Name**

Description of  
Project Work

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

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

**Example of a Completed Parish Project Sign:**

# PROGRESS



**MICHAEL B. COOPER**  
Parish President

**RYKERT O. TOLEDANO, JR**  
Council District 5

**\$514,444.40**

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

Section 08

**General Conditions for St. Tammany Parish Government**

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

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

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## 01.00 DEFINITIONS OF TERMS

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

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

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

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

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

## 02.00 PROPOSAL

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

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

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



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

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

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

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

03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

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

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

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

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list.

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

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.
- 03.09 The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 03.10 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary.

Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.

03.11 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of Section 03.00.

03.12 The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.

03.13 Contractor shall pay for the cost of recording the Contract and Bond and the cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

#### 04.00 SUBCONTRACTS

04.01 Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor.

04.02 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.

04.03 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to commencing Work. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed bound by such terms and conditions.

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

#### 05.00 ASSIGNMENT

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

#### 06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

06.01 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. Alterations, modifications and amendments shall only be in writing between these parties.

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

#### 07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

- 07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.
- 07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- 07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.
- 07.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Owner. A copy of each reviewed shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Owner.

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

#### 08.00 RECORD DRAWINGS

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

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

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

#### 09.00 PROGRESS OF WORK

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

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

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

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

09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

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

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

## 11.00 TIME OF COMPLETION

- 11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.
- 11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.
- 11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding

of this Contract, to pay the Owner \$1,500.00 per day as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

11.04 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion. See Section 29.00.

11.05 The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding. Any such request must be made in writing to the Owner within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

11.06 Extensions of time for inclement weather shall be processed as follows:

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

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

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

11.07 Extensions of time for change orders

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

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

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

11.08 At the end of each month, the Owner or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest

setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

- 11.09 Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the Work, whether such delay be avoidable or unavoidable.

## 12.00 LIQUIDATED DAMAGES

- 12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$1,500.00 for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

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

- 13.01 The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the Work in substantial conformance with the Contract Documents.
- 13.02 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.
- 13.03 Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under this Contract shall be submitted for approval to the Owner when and as directed.
- 13.04 Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Owner prior to the Bidding. The Owner shall have the exclusive and unilateral discretion to determine quality and suitability in accordance with LSA-R.S. 38:2212(T)(2).
- 13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.
- 13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its



best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

- 13.07 Contractor shall keep on the Work, at all times during its progress, a competent resident Superintendent, who shall not be replaced without written Notice to Owner except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.
- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or employ an employee of the other.
- 13.15 All materials or equipment shown on the Drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Designer, or Owner if no separate designer.
- 13.16 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Designer in making its decision.
- 13.17 The decision of the Designer/Owner shall be given in good faith and shall be final.
- 14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK
- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or

diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.

- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such shall not constitute a claim for damages for anticipated profits for the Work dispensed with, but when the reduction in amount is a material part of the Work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.
- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.
- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).
- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be

agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.

14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.

#### 15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)

#### 16.00 INJURIES TO PERSONS AND PROPERTY

16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.

16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to

any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.07 The convenience of the general public and residents along the Works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the Work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.08 The Contractor shall arrange its Work so that no undue or prolonged blocking of business establishments will occur.
- 16.09 Material and equipment stored on the right of way or work site shall be so placed and the Work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.
- 16.10 During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.
- 16.11 Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.

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

#### 17.00 SANITARY PROVISIONS

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

#### 18.00 RIGHTS OF WAY

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

these lands by the Owner can be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

## 19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

## 20.00 CONTRACTORS RESPONSIBILITY FOR WORK

- 20.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect the Work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

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

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

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

21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.

21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.

21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

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

21.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

21.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Owner, either correct any Defective Work, whether or not fabricated,

installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by its correction, removal or replacement of its Defective Work.

- 21.09 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 21.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 21.11 If Contractor should fail to progress the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, Owner, after seven (7) days written Notice to Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 21.12 The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed Work. These representatives shall be governed by the same restrictions placed on the Owner by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.
- 21.13 The Contractor shall be responsible for the faithful execution of its Contract and the presence or absence of the Owner's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.
- 21.14 The Contractor shall notify the Owner and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin Work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.
- 21.15 The Owner or its representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the Work and the



material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by it.

- 21.16 No verbal instructions given to the Contractor by the Owner, Project Representative or any of their agents shall change or modify the written Contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

## 22.00 SUBSURFACE CONDITIONS

- 22.01 It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the Work includes all of the costs involved for Work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its Bid and acceptance by Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the Work.

- 22.02 Should the Contractor encounter during the progress of the Work subsurface conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Owner shall be directed to such conditions before the conditions are disturbed. If the Owner finds that the conditions materially differ from those shown on the Drawings or indicated in the Specifications, it shall at once make such changes in the Drawings or Specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for Extra Work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Owner.

## 23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 23.01 Bidder shall thoroughly examine the site of the Work and shall include in its Bid the cost of removing all structures and obstructions in the way of the Work.

- 23.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the Work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the Proposal.

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

## 24.00 INSURANCE

- 24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.

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

Date of Issue: Certificate must have current date.

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

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

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

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

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

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

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

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

- 24.07 The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract, include, but is not limited to:
1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$3,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

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

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

**NOTICE:**

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

**For inquiries regarding insurance requirements, please contact:**

**St. Tammany Parish Government**

**Office of Risk Management**

**P. O. Box 628**

**Covington, LA 70434**

**Telephone: 985-898-5226**

**Email: [riskman@stpgov.org](mailto:riskman@stpgov.org)**

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

**25.00 OWNER'S RIGHT TO OCCUPANCY**

25.01 The Owner shall have the right to use, at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the Contract or be construed as constituting an acceptance of any part of the Work.

25.02 The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's Work.

**26.00 SURVEY HORIZONTAL AND VERTICAL CONTROL**

26.01 The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.

26.02 The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the Work.

26.03 If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

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

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

discretion and judgment, believes sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.

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

## 28.00 PAYMENTS TO THE CONTRACTOR

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

the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.

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

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

## 29.00 ACCEPTANCE AND FINAL PAYMENT(S)

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



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

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

### 30.00 NOTICE AND SERVICE THEREOF

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

### 31.00 INTENTION OF THESE GENERAL CONDITIONS

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

### 32.00 SEVERABILITY

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

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

### 33.00 LAW OF THE STATE OF LOUISIANA

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

33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or

conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.

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

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

33.08 DEFAULT AND WAIVERS

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

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

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

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

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

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

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

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

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

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_ INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

**Certificate of Insurance Instructions**

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

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

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email [riskman@stpgov.org](mailto:riskman@stpgov.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>					\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:  
Contract #:

(Name St. Tammany Parish Government as an additional insured).

**CERTIFICATE HOLDER****CANCELLATION**St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No.: \_\_\_\_\_

**CONTRACT AGREEMENT  
BETWEEN PARISH AND CONTRACTOR**

**BY: ST. TAMMANY PARISH GOVERNMENT**

**UNITED STATES OF  
AMERICA**

**WITH:**

**STATE OF LOUISIANA  
ST. TAMMANY PARISH**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between: «txtREQCompanyName», hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «txtPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

## 1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

## 2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.



**3. TIME FOR COMPLETION**

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» calendar days from and after said date.

**4. COMPENSATION TO BE PAID TO THE CONTRACTOR**

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

**5. PERFORMANCE AND PAYMENT BOND**

To these presents personally came and intervened \_\_\_\_\_,  
(Name of Attorney in Fact)  
herein acting for \_\_\_\_\_, a corporation organized  
(Surety)  
and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond

shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example, workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said surety agrees and is bound to so perform the Contract and make said payment(s).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

## 6. LIABILITY AND INDEMNIFICATION

### A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

### B. Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

**C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

**D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its

owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

**E. Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and

minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the

product, material or service in other than the specified operating conditions and environment.

## **7. MODIFICATION OF CONTRACT TERMS**

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

## **8. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.



Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

**B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also

supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D.** Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
- E.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private

sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- G.** As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **9. RECORDATION OF CONTRACT**

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

## **10. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a

Bond No.: \_\_\_\_\_

corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Bond No.: \_\_\_\_\_

**WITNESSES:**

**ST. TAMMANY PARISH  
GOVERNMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Michael B. Cooper**  
**Parish President**

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney- Civil** (Surety)  
**Division**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
DISASTER RECOVERY RIDER  
&  
CDBG COMPLIANCE PROVISIONS FOR CONSTRUCTION CONTRACTS  
&  
DAVIS-BACON DOCUMENTS  
&  
CDBG SECTION 3 REQUIREMENTS

- Section 01000 – Community Development Block Grant Program Disaster Recovery Rider and CDBG Compliance Provisions for Construction Contracts
- Section 01010 – Federal Wage Decision
- Section 01011 – Davis-Bacon and Labor Standards Contractor Guide Addendum
- Section 01020 – Section 3 General Information
- Section 01021 – Section 3 Frequently Asked Questions
- Section 01022 – Certification of **Prime Contractor** Regarding Section 3 and Segregated Facilities
- Section 01023 – Certification of **Subcontractor** Regarding Section 3 and Segregated Facilities
- Section 01024 – Contractor Section 3 Plan
- Section 01025 – Section 3 Worker Self Certification
- Section 01026 – Section 3 Worker Employer Certification Form
- Section 01027 – Section 3 Business Concern Contractor/Subcontractor Certification
- Section 01028 – Section 3 Activity and Good Faith Efforts Quarterly Report
- Section 01029 - Section 3 Utilization Final Report
- Section 01030- Attestations/Affidavit

**SECTION 01000**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
DISASTER RECOVERY RIDER**

**St. Tammany Parish  
Safe Haven Campus Improvements**

**Community Development Block Grant Program Disaster Recovery Rider  
&  
CDBG Compliance Provisions For Construction Contracts**

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program by and between the St. Tammany Parish, State of Louisiana, acting herein by Michael B. Cooper, Parish President, hereunto duly authorized, and [contractor], a [type of business (partnership, corporation)] organized under the laws of the State of Louisiana, acting herein by [name], [Chief Executive Officer or appointed representative], hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between \_\_\_\_\_ St. Tammany Parish, and [Contractor] in which CDBG-DR grant funds are a funding source.

**FEDERAL REGISTER NOTICES**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Federal Register Notices applicable to the use of CDBG-DR Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>



**CDBG COMPLIANCE PROVISIONS**  
**for**  
**CONSTRUCTION CONTRACTS**

*(These provisions must be included in all construction contracts)*

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**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**  
**(Applicable to contracts and subcontracts above \$10,000)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- G. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as administering agency may be direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(Applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- B. When the Contractor, or any subcontractor, at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to

work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.



- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  - J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
  - K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
  - L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
  - M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  - N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
  - O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**  
(Applicable to contracts and subcontract over \$10,000)
- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.



- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ *(see table below)* \_\_\_\_\_

Goals for female participation: \_\_\_\_\_ 6.9% \_\_\_\_\_

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**MINORITY PARTICIPATION GOALS**

<b>PARISH</b>	<b>MIN. GOAL (%)</b>	<b>PARISH</b>	<b>MIN. GOAL (%)</b>	<b>PARISH</b>	<b>MIN. GOAL (%)</b>	<b>PARISH</b>	<b>MIN. GOAL (%)</b>
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any)*:

**4. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**5. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age

Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN EMPLOYMENT AND TRAINING**

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FR 61562, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements.

- A. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients of CDBG assistance shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- B. Section 3 also requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- D. The contractor agrees, to the greatest extent feasible, take steps to achieve the Section 3 benchmarks established by HUD for Section 3 workers and Targeted Section 3 workers. Section 3 benchmarks will consist of the following two ratios: (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project. (ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project.
- E. The contractor agrees to report in a manner prescribed by the Owner, (i) The total number of labor hours worked; (ii) The total number of labor hours worked by Section 3 workers; and (iii) The total number of labor hours worked by Targeted Section 3 workers.
- F. If the contractor fails to achieve the HUD Section 3 benchmarks, the contractor must report in a form prescribed by the Owner on the qualitative nature of its activities and those of its subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:
  - (1) Outreach efforts to generate job applicants who are Targeted Section 3 workers.
  - (2) Provided training or apprenticeship opportunities.
  - (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
  - (5) Held one or more job fairs.
  - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
  - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
  - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
  - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
  - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
  - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
  - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
  - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
  - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- G. The contractor agrees to include these Section 3 contract provisions in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
- (1) Recruitment, advertising, and job application procedures;
  - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- (3) Rates of pay or any other form of compensation and changes in compensation;
  - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (5) Leaves of absence, sick leave, or any other leave;
  - (6) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (8) Activities sponsored by the Contractor including social or recreational programs;
  - (9) Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- G. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

**9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**10. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to contracts and subcontracts exceeding \$150,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility



utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. Lead-Based Paint Hazards

(Include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**13. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said

Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

#### **14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years after the official date of the State's final closeout of its grant with HUD.

#### **15. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

#### **16. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

#### **17. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.



**18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**  
(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**19. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**20. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**21. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**22. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**23. ENERGY EFFICIENCY**

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 (Public Law 94-163).

**24. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**25. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 180 that implement Executive Order 12549, *Debarment and Suspension* (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689, *Debarment and Suspension* (3 CFR Part 1989 Comp., p. 235).

**26. PROTECTION OF LIVES AND HEALTH**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

**27. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**29. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**30. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**31. ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**32. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**33. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**34. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, *"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"*, 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

**36. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**37. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

**38. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**39. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**40. PROCUREMENT OF RECOVERED MATERIALS**

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- B. Paragraph A of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**41. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
  - i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

i) This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii) By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

iii) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.”



**42. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products mean* items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

**43. FEDERAL LABOR STANDARDS PROVISIONS**

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

**44. AUTHORIZATION**

ATTEST:

St. Tammany Parish

\_\_\_\_\_

By: \_\_\_\_\_

Michael B. Cooper  
Parish President

\_\_\_\_\_

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

\_\_\_\_\_ [name of CONTRACTOR] \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

[name & title of CONTRACTOR  
Representative]

\_\_\_\_\_

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



**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)



- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.



Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.



If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.



(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 01010**

**FEDERAL WAGE DECISION**

**St. Tammany Parish**

**Safe Haven Campus Improvements**

"General Decision Number: LA20240044 01/05/2024

Superseded General Decision Number: LA20230044

State: Louisiana

Construction Type: Building

County: St Tammany County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be





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ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35
CRANE PREMIUMS:		
50-150 Tons	\$1.75	
Over 150 Tons	\$2.25	

-----  
IRON0623-021 01/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 33.25	12.22

-----  
PAIN1244-006 09/01/2023

	Rates	Fringes
GLAZIER.....	\$ 24.44	11.92

-----  
PAIN1244-012 12/01/2021

	Rates	Fringes
PAINTER (SPRAY, Excluding Drywall Finishing/Taping).....	\$ 18.83	9.48

-----  
PLAS0567-001 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.47	7.97

-----  
PLUM0060-009 06/05/2023

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 31.70	13.85
PLUMBER (Installation of HVAC Temperature Controls;		

Excluding HVAC Pipe and Unit  
Installation).....\$ 31.70 13.85

-----  
SHEE0214-009 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 26.71		11.93

-----  
SULA2012-029 09/22/2014

	Rates	Fringes
BRICKLAYER.....\$ 18.88		0.00
CARPENTER (Form Work Only).....\$ 15.00 **		0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....\$ 19.36		2.13
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 18.35		4.33
LABORER: Common or General.....\$ 13.41 **		0.00
LABORER: Mason Tender - Brick...\$ 12.39 **		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 21.03		0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....\$ 18.95		8.91
PAINTER: Drywall Finishing/Taping.....\$ 18.63		3.43
ROOFER.....\$ 16.77 **		5.66
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 20.66		0.00
SPRINKLER FITTER (Fire Sprinklers).....\$ 20.98		5.46
TILE SETTER.....\$ 20.00		0.00
TRUCK DRIVER: Dump Truck.....\$ 15.00 **		0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

-----  
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 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 National Office because National Office has 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 01011**

**DAVIS-BACON AND LABOR STANDARDS  
CONTRACTOR GUIDE ADDENDUM**

**St. Tammany Parish  
Safe Haven Campus Improvements**



# DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM



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## INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

## RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:  
[www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards)

## BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



## LAWS AND REGULATIONS

### The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

### The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

#### Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

### The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

### The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

### Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: [www.ecfr.gov/current/title-29](http://www.ecfr.gov/current/title-29)



## Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

### The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



## Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

### RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

[www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms)

### RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at [www.sam.gov](http://www.sam.gov)







## CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

## CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

### RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



## WAGE BASICS

### The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

### The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

### RESOURCE

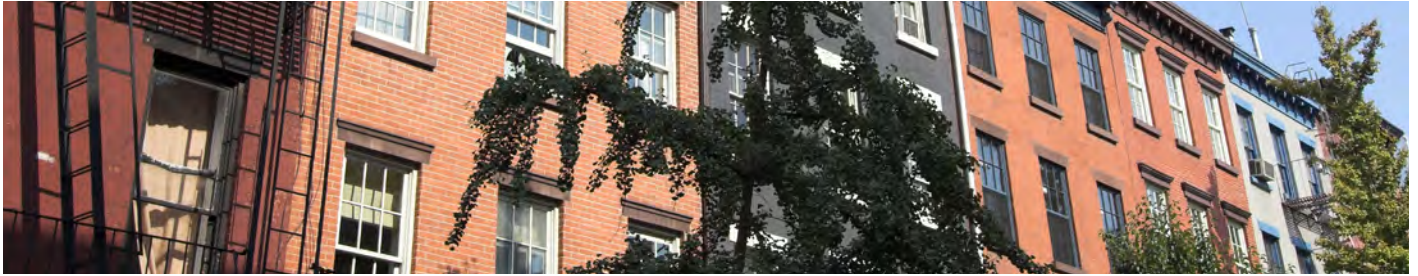
A fillable version of this form is available online at HUDClips [www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms). Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

### Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

### RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: [www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrmk13](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13).



## REVIEWING PAYROLLS

### Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

#### CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf).

#### Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

#### “No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

### Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

### False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).



## Payroll Review and Submission

The prime contractor should review each subcontractor’s payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

## Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

## Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





## REPORTING PAYROLLS

### Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

#### Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

#### Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

#### Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

#### Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

#### Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

#### Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

#### Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

### Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be:  $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$ .

### Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

### Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

#### MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.





**Net pay**

Show the net amount of wages paid.

**Statement of Compliance**

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

**Signature**

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

**MORE INFO**

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





## ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at [whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov). The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

### Additional Work Classification and Wage Rate Parameters

#### Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

#### General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

### Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.



## LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer’s request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

### Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL’s dedicated email address:

[whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov).

### Disagreement with the request; referring for DOL decision

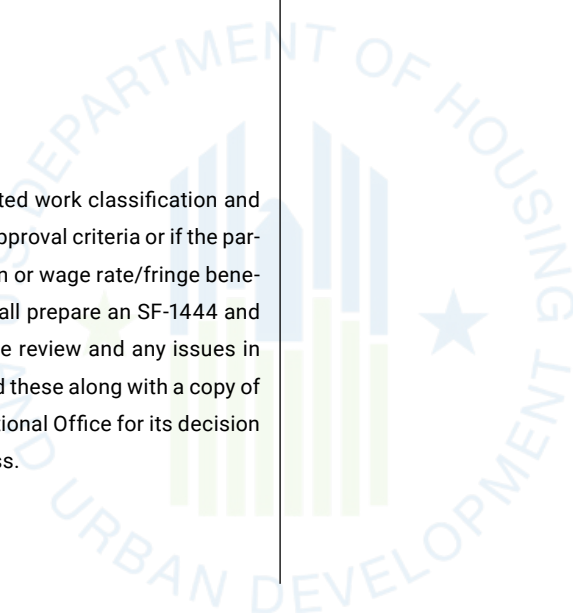
If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

### DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

### DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



**DOL disapproval**

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

**Notification to the prime contractor/employer**

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

**Requests for DOL reconsideration**

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.







## SANCTIONS AND RESTITUTION

### Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

### Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

#### Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

#### Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

#### Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

#### Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

#### Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.



**Disputes concerning findings of underpayment**

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

**DOL review**

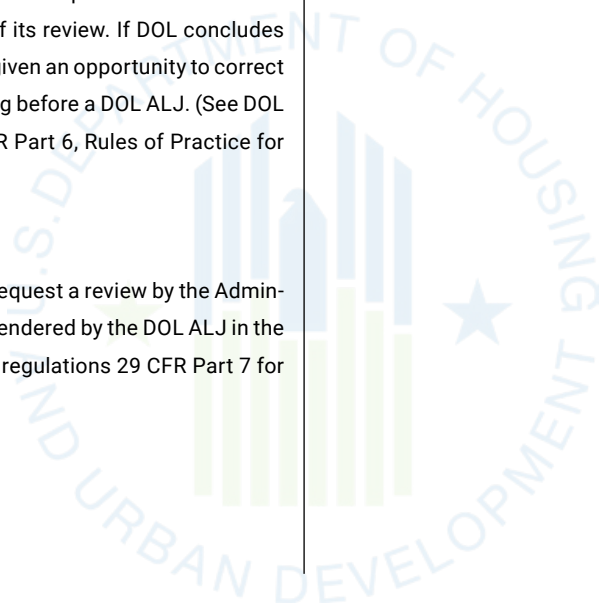
DOL will review the contract administrator’s report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

**Administrative Review Board**

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

**Withholding**

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor’s (and/or subcontractors’) liability shall be withheld.



## Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

### MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

### Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

### Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper





documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

**MORE INFO**

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

**Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due**

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

**Administrative Sanctions**

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

**DOL debarment**

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

**HUD sanctions**

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



### Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

### Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

### Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

#### MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



**SECTION 01020****SECTION 3 GENERAL INFORMATION****St. Tammany Parish****Safe Haven Campus Improvements**

This Construction Contract includes the requirement to ensure that employment opportunities be directed to low – and very low income persons, particularly those who are recipients of government assistance for housing. These requirements are included in Section 3 of the Housing and Urban Development Act of 1968; and are known as “Section 3 Provisions”.

The rules and requirements for adherence with Section 3 will impact the obligation and reporting requirements of you as the prime contractor, as well as all of your subcontractors. Section 3 regulations:

1. Establishes a benchmark of twenty-five (25) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Section 3 Workers. A **Section 3 Worker** must meet one of the following criteria:
  - a. Household income is below HUD’s income limits (worker’s self-certification); **or**
  - b. Participation in a means-tested program such as public housing or Section 8 assisted housing (worker’s self-certification); **or**
  - c. Employment by a Section 3 Business Concern.
  
2. Establishes a benchmark of five (5) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Targeted Section 3 Workers. In addition to meeting the criteria for a Section 3 Worker, **Targeted Section 3 Worker** must also meet one of the following criteria:
  - a. Employment by a Section 3 Business Concern; **or**
  - b. Live within a one (1) mile radius of the project site; **or**
  - c. Participate in a YouthBuild program.

Contractors and subcontractors must document efforts to comply with Section 3 and meet the benchmarks stated above through the compilation and maintenance of a “good faith efforts” file. It should contain memoranda, correspondence, advertisements, etc., illustrating your attempts to reach eligible persons and businesses.

**SECTION 01021**

**SECTION 3 FREQUENTLY ASKED QUESTIONS**

**St. Tammany Parish**

**Safe Haven Campus Improvements**

(Published: March 25, 2021)

“Best Efforts” and “To the Greatest Extent Feasible”



ATTACHMENT A  
FREQUENTLY ASKED QUESTIONS  
for  
SECTION 3

CDBG - 3/27/23

Published: March 25, 2021

The following is a guidance document published by the Department of Housing and Urban Development Office of Field Policy and Management for the purpose of providing answers to frequently asked questions about Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). This document is intended to provide guidance for Section 3 funding recipients, subrecipients, contractors, subcontractors, workers, and other stakeholders.

This guidance document covers questions in several topic areas and is divided into parts that contain questions on that part's topic.

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?
2. What Do "Best Efforts" and "to the Greatest Extent Feasible" Mean?
3. What Does "Section 3 Worker" Mean?
4. What Does "Targeted Section 3 Worker" Mean?
5. What Does "Section 3 Business Concern" mean?
6. How are low-income and very low-income determined?
7. What is YouthBuild?
8. As a funding recipient, what are my Section 3 reporting goals?
9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?
10. What is a Section 3 project?
11. Who is considered a recipient of Section 3 funding?
12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?
13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?
14. Can a non-profit organization be considered a business concern for the purposes of Section 3?
15. What is a "Service Area" or "Neighborhood of the project"?
16. What if my agency does not meet all benchmark goals for employment or contracting?
17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?
2. Do the requirements of Section 3 apply to grantees on a per project basis?
3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?
4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?
5. Do the Section 3 requirements apply to material only contracts?
6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?
7. Are maintenance projects covered by Section 3?

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

9. Are demolition projects covered by the requirements of Section 3?

10. Are professional service contracts required to be reported under Section 3?

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

12. Does Section 3 apply to labor hours by a Public Housing Authority?

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

2. What is the relationship between Section 3 and Davis Bacon requirements?

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule? 3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

6. What are good strategies for targeting Section 3 workers and businesses?

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

2. What documentation must be maintained by HUD recipients, contractors and subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

5. Are all public housing residents considered Section 3 workers regardless of their income?

6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

7. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

8. Does a business have to be incorporated to be considered a Section 3 eligible business?

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?



2. How can I find Section 3 business concerns in my area?
3. Do the benchmark requirements only count toward new hires?
4. Should PHA's report on staff hours?
5. What category of PHA Staff should be included?
6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?
7. Will there be changes to the benchmark requirements?
8. What is considered "other" public construction?
9. What is the meaning of the safe harbor determination?

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?
2. Where else can I file complaints alleging denied employment and contracting opportunities?

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What Do "Best Efforts" and "to the Greatest Extent Feasible" Mean?

"Best efforts" and "greatest extent feasible" are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. See 12 U.S.C. 1701u (b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive "best efforts" to be the more rigorous standard, while others perceive "greatest extent feasible" to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient's reported results will be compared to the outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does "Section 3 Worker" Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);

2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

#### 4. What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) A resident of public housing or Section 8-assisted housing;
  - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
  - (ii) A YouthBuild participant.

#### 5. What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

#### 6. How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b) (2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

#### 7. What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

#### 8. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3

workers is set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the 5 percent is included as part of the 25 percent threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

#### 9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The standards provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals, and the businesses that employ these persons within their community regardless of race and/or gender.

Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

Section 3 standards are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business concern outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs and other socially and economically disadvantaged businesses.

To learn more about the Minority Business Enterprise and Women Business Enterprise programs, please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, or visit their website, located at: [https://www.hud.gov/program\\_offices/sdb](https://www.hud.gov/program_offices/sdb).

#### 10. What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.)

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

#### 11. Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

#### 12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs. The requirements of Section 3 apply to all programs receiving public housing financial assistance regardless of the amount of assistance received from HUD. Section 3 also applies to the entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold).

The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH

funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

For public housing financial assistance, Public Housing Authorities (PHAs), regardless of size or number of public housing units, are required to comply with Section 3 and its reporting requirements. However, small PHAs (fewer than 250 units) are permitted to report qualitatively as permitted under 24 CFR § 75.15(d). Some examples of those qualitative efforts are listed in the answer to Question 15.

As previously stated, Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
- Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
- Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, [www.hud.gov/rad/](http://www.hud.gov/rad/))

\*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact [Section3@hud.gov](mailto:Section3@hud.gov) to determine applicability to a particular project/activity.

14. Can a non-profit organization be considered a business concern for the purposes of Section 3?

Yes. A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference. See response to Question 5 above.

15. What is a "Service Area" or "Neighborhood of the project"?

"Service area" or the "neighborhood of the project" means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

16. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:



- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
  - Provided technical assistance to help Section 3 business concerns understand and bid on =contracts.
  - Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
  - Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
  - Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
  - Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e) (2) of the Workforce Innovation and Opportunity Act

17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, this compliance determination may be rescinded.

## II. APPLICABILITY: /

1. What HUD assistance does Section 3 apply to?

Section 3 applies to both:

a) Public Housing Financial Assistance –

- (i) Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;



(iii) Development, modernization, and management assistance provided pursuant to Section

9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

b) Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction. See Question #2 below for applicability thresholds.

2. Do the requirements of Section 3 apply to grantees on a per project basis?

Yes, for housing and community development financial assistance projects. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. See Question 12 of part I of these FAQs.

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance.

Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds (listed in Section I, Question #11).

For RAD projects, Section 3 applies regardless of what money is used to pay for repairs. Per the RAD Notice, "While most RAD conversions do not utilize funding covered by Section 3, HUD has established the alternative requirement that any Work required by the conversion after the RAD Closing that involves housing rehabilitation or housing construction is subject to the Section 3 requirements applicable to housing and community development activities as set forth in 12 U.S.C. 1701u(c)(2) and (d)(2) and the regulations derived from such provisions except that, with the exception of transactions receiving HUD housing and community development assistance, such as CDBG (24 CFR part 570) or HOME (24 CFR part 92), first priority for employment and other economic opportunities shall be given to residents of public housing or Section 8 assisted housing. Otherwise, the receipt of Section 8 rental assistance does not, in itself, trigger the applicability of Section 3."

4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

5. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered due to the involvement of labor.

6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?

No. Section 8 project-based voucher or project-based rental assistance housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

7. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

No, reduction and abatement of lead-based paint hazards focuses on mitigating lead paint hazards only, not conducting general rehabilitation activities.

9. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of assistance covered by Section 3 should, where feasible, comply with Section 3 benchmarks.

10. Are professional service contracts required to be reported under Section 3?

No, professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.

However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

12. Does Section 3 apply to labor hours by a Public Housing Authority?

Yes. Section 3 applies to all Public Housing capital, operating, or development funds.

### III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, recipients of Section 3-covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

2. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements.

The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

### IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3: Recipient agencies must take an active role in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers: The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3 and report these activities either through the Section 3 Performance Evaluation and Registration System (SPEARS), for Public Housing financial assistance, or any reporting system designated by program areas overseeing other funding.

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS. HUD does not require funding recipients to change or alter contracts that were in place prior to the new Section 3 requirements becoming effective on November 30, 2020.

3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR part 75, and HUD expects that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

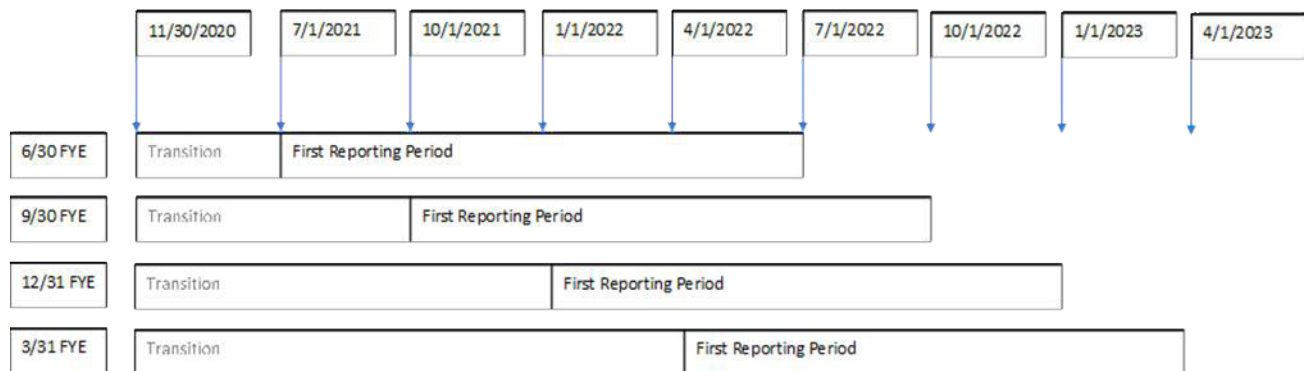
Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

As of November 30, 2020, PHAs' requirement to report their Section 3 activities and efforts starts 60 days after the end of their first fiscal year that begins after July 1, 2021. Please see the charts below for examples of PHA reporting schedules:

Fiscal Year End	<u>New Reporting Period Begins</u>	New Reporting Period Ends
6/30/21	<u>7/1/21</u>	6/30/22
9/30/21	<u>10/1/21</u>	9/30/22
12/31/21	<u>1/1/22</u>	12/13/22
3/31/22	<u>4/1/22</u>	3/31/23

**Section 3 Transition**



5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

All recipients of public housing financial assistance are required to follow the new Section 3 regulations found in 24 CFR part 75 beginning on November 30, 2020, and HUD expects that funding recipients and employers will begin following this final rule's requirements for new grants, commitments, and contracts on and after this date. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 but will not be required to report in SPEARS on the requirements found in 24 CFR part 75 until the recipient's first full fiscal year after July 1, 2021, as indicated in Question #4 above.

During the transition period between November 30, 2020 and a PHA or other recipient's required reporting start date, employers and grantees are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, PHAs and other recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, PHA's continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons, tenants of public and assisted housing, and businesses that provide economic opportunities to low- and very low-income persons.

6. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Funding has not been appropriated for Section 3 compliance. Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities.

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

9. Are recipients, developers, and contractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

A Small Public Housing Agency (less than 250 units) may elect to not report on labor hours. If the agency does elect not to report on labor hours, it is required to report solely on qualitative efforts as permitted in 24 CFR § 75.15(d).

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request contractors to make payments into a fund.



## V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

2. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8 – assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records ([www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200\\_1334](http://www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334)), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

7. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

8. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

#### VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients' agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: [www.hud.gov/localoffices](http://www.hud.gov/localoffices).

2. How can I find Section 3 business concerns in my area?

Contact local recipient agencies to find Section 3 business concerns in your area. Section 3 business concerns that have registered in the Section 3 Business Registry are also available at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>.

3. Do the benchmark requirements only count toward new hires?

No, the rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident under 24 CFR part 135, they will need to re-certify as either a Section 3 worker or Targeted Section 3 worker under 24 CFR part 75.

4. Should PHA's report on staff hours?

Yes, but not all PHA staff qualify as Section 3 workers. Only PHA staff that meet the definition of a Section 3 worker or Targeted Section 3 worker would qualify to be counted toward total Section 3 or Targeted Section 3 labor hours. Once a PHA determines that a Section 3 worker or Targeted Section 3 worker is hired or currently employed, the PHA would just report those hours as the numerator over the total labor hours funded with public housing financial assistance as the denominator.

5. What category of PHA Staff should be included?

Both salaried and hourly workers need to be reported. There is a limited good faith assessment exception for PHAs and other recipient employers of hourly and salaried workers that are not subject to requirements specifying time and attendance reporting and do not have systems already in place to track labor hours. This exception is to address employers that do not already track labor hours without making changes in time and attendance or payroll.

6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals (see Question #9 for a discussion of safe harbor.)

7. Will there be changes to the benchmark requirements?

The Secretary of Housing and Urban Development is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register notice no less frequently than once every three years.

8. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

9. What is the meaning of the safe harbor determination?

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

## VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

2. Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at:

<http://www.dol.gov/ofccp/>.

**SECTION 01022**

**CERTIFICATION OF PRIME CONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

**St. Tammany Parish  
Safe Haven Campus Improvements**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of St. Tammany Parish.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Typed Name and Title of  
Authorized Representative

\_\_\_\_\_  
Company (Prime Contractor)

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Date

**SECTION 01023**

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

**St. Tammany Parish  
Safe Haven Campus Improvements**

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of St. Tammany Parish.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Typed Name and Title of  
Authorized Representative

\_\_\_\_\_  
Company (Prime Contractor)

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Date



**SECTION 01024**

**CONTRACTOR SECTION 3 PLAN**

**St. Tammany Parish  
Safe Haven Campus Improvements**

[Name of Contractor], Contractor, agrees to ensure, to the greatest extent feasible, that economic opportunities, most importantly employment, generated by CDBG financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the CDBG financial assistance is spent.

**Goals**

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the Contractor agrees to comply with the employment and training, and contract prioritization efforts of 24 CFR 75.19. The goals of this Plan are, where feasible, to:

- Provide employment opportunities and training to Section 3 workers, participants in YouthBuild programs.
- Provide contacting opportunities to qualified Section 3 business concerns.
- Give priority for employment opportunities and training to Section 3 workers residing within the service area of the project and participants in YouthBuild Programs.

On this project, the Contractor and its subcontractors will collectively strive to meet the following Section 3 minimum labor hour benchmarks:

<u>Labor Hour Standard</u>	<u>Ratio Formula</u>	<u>Minimum %</u>
Section 3 Workers	Section 3 Worker Hours ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Worker Hours ÷ Total Labor Hours	5%

**Reporting**

To document the Contractor’s and subcontractor’s efforts to achieve the benchmarks and comply with the reporting requirements set forth in 24 CFR 75.25(a), the Contractor and its subcontractors will complete and submit the following certifications and reports<sup>1</sup> as applicable:

- Section 3 Employee Data Form and Self-Certification.
- Section 3 Business Concern Contractor/Subcontractor Certification.
- Section 3 Activity and Good Faith Efforts Report (quarterly).
- Section 3 Employee Roster-Job specific
- Section 3 Utilization Report (final)

**Contract Provisions**

In compliance with 24 CFR 75.27, the Contractor will include contract provisions in all subcontract agreements that require the subcontractor to meet the requirements of 24 CFR 75.19 as outlined above.

**The undersigned declares that the Contractor agrees to implement this Section 3 Plan for the above-named Section 3 covered project.**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> The Contractor may substitute an internal computer-generated employee registry in lieu of completing a specific form or report provided it includes the worker’s name, worker’s address, employer, hours worked and indicates Section 3/targeted Section 3 Status.

**SECTION 01025**

**SECTION 3 WORKER SELF CERTIFICATION**

**St. Tammany Parish  
Safe Haven Campus Improvements**

To be completed by Employee:

**Employee General Information**

1. Name of Employer \_\_\_\_\_
2. Name of Employee \_\_\_\_\_
3. Street Address of Employee \_\_\_\_\_
4. City and Zip Code of Employee \_\_\_\_\_
5. Phone Number and Email \_\_\_\_\_
6. Date of Employment \_\_\_\_\_

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident’s annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual’s current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

**SECTION 3 WORKER QUALIFICATIONS**

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business Concern.

<ul style="list-style-type: none"> <li>• Income for the previous calendar year is below the income limit*</li> <li>• A participant in a means-tested program such as public housing or Section 8-assisted housing</li> <li>• A YouthBuild Participant*</li> </ul>	<p>Income limit \$XX,XXX</p>
---	----------------------------------

\* Currently or at the time of hire if hired within the past 5 years

*Income Limit* is the HUD 80% One Person Income Limit for Parish for which employee resides. Income limits may be obtained at: [Income Limits | HUD USER](#)

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

**TARGETED SECTION 3 WORKER QUALIFICATIONS**

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select "Living within the service area or neighborhood of the project," that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

<input type="checkbox"/>	Living within the service area or neighborhood of the project (requires employer confirmation)*
<input type="checkbox"/>	YouthBuild participant*

\*Currently or at the time of hire if hired within the past 5 years

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

In addition to qualifying as a Section 3 Worker, I meet at least one of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 24 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 01026**

**SECTION 3 WORKER EMPLOYER CERTIFICATION FORM**

**St. Tammany Parish**

**Safe Haven Campus Improvements**

**To be completed by Employer:**

**A. Employer General Information**

- 1. Name of Employer \_\_\_\_\_
- 2. Street Address of Employer \_\_\_\_\_
- 3. City and Zip Code of Employer \_\_\_\_\_
- 4. Phone Number and Email \_\_\_\_\_

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident’s annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual’s current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

---

**B. Employee General Information**

- 1. Name of Employee \_\_\_\_\_
- 2. Street Address of Employee \_\_\_\_\_
- 3. City and Zip Code of Employee \_\_\_\_\_
- 4. Phone Number and Email \_\_\_\_\_

**SECTION 3 WORKER AND TARGETED SECTION 3 WORKER QUALIFICATIONS**

Please indicate which of the following is true for the worker listed above: (Select ALL that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income Limit
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	\$XX,XXX
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project *	

\*Currently or at the time of hire if hired within the past 5 years

*Income Limit* is the HUD 80% One Person Income Limit for Parish for which employee resides. Income limits may be obtained at: [Income Limits | HUD USER](#)

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

**SECTION 01027**

**SECTION 3 BUSINESS CONCERN  
CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

**St. Tammany Parish  
Safe Haven Campus Improvements**

Name of Business: \_\_\_\_\_

Name of Business Owner: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ Joint Venture

The undersigned hereby certifies that **(select any that apply)**:

- \_\_\_\_\_ The business is at least 51% owned and controlled by low or very low income persons; **or**
- \_\_\_\_\_ Over 75% of the labor hours performed for the business over the previous 3 month period are performed by Section 3 workers; **or**
- \_\_\_\_\_ The business is at least 51% owned and controlled by current resident of public housing or Section 8 assisted housing.

**Business Concern Affirmation**

I affirm and certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that all information provided is correct to the best of my knowledge.

\_\_\_\_\_  
Name & Title of Company Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>FOR ADMINISTRATIVE USE ONLY</b>	
Qualifies as Section 3 Business Concern: _____ Yes	_____ No
By: _____	Date: _____

**\*This certification expires six (6) months after date of signature.**



**SECTION 01028**

**SECTION 3 ACTIVITY AND GOOD FAITH EFFORTS QUARTERLY REPORT**

**St. Tammany Parish**

**Safe Haven Campus Improvements**

**General Contractor:** \_\_\_\_\_

**Subcontractor (If applicable):** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_

**Report Type: Quarterly**

Quarterly

January – March: Due April 15<sup>th</sup>

April – June: Due July 15<sup>th</sup>

July – September: Due October 15<sup>th</sup>

October – December: Due January 15<sup>th</sup>

**Contractor Section 3 Point of Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Projects over \$200,000 trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project worked by Targeted Section 3 workers.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. All efforts to utilize Section 3 businesses and workers should be documented.

<b>PART 1: SECTION 3 COMPLIANCE</b> (See Sample Labor Hour Tracker for example of information to be compiled for reporting – Page 6 of 6)		
<b>I. SECTION 3 HOURS WORKED</b> – Report the number of Section 3 hours for this reporting period.		
A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)
<b>II. TARGETED SECTION 3 HOURS WORKED</b> – Report the number of targeted Section 3 hours for this reporting period		
A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

**PART 2: SUBCONTRACTOR INFORMATION**

- This project WILL NOT utilize subcontractors.
- This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

**(Reporting and Compliance Form)**

**PART 3: PERMANENT EMPLOYEES (On This Project Only)**

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on Section 001020 - Certification of Prime Contractor Regarding Section 3 and Segregated Facilities, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					

**(Reporting and Compliance Form)****PART 4: DOCUMENTATION OF QUALITATIVE EFFORTS**

Describe efforts to provide Sec 3 Workers and Section 3 Business Concerns with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain why\*

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in any solicitation.
- List of Section 3 business included in any solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

**(Reporting and Compliance Form)**

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

*I declare that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*

\_\_\_\_\_  
**Typed/Printed Name and Title of Company Representative**

\_\_\_\_\_  
**Signature of Company Representative**

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





**SECTION 01029**

**SECTION 3 UTILIZATION FINAL REPORT**

**St. Tammany Parish  
Safe Haven Campus Improvements**

(To Be Completed By the Prime Contractor and Include Data for All Sub-Contractors and Submitted to Owner and Owner's Grant Manager After Substantial Completion)

**A. Section 3 Employee Labor Information**

1. Total number of Labor Hours on the project: \_\_\_\_\_

2. Total number of Section 3 Labor Hours on the project: \_\_\_\_\_

**Percent of Total Labor Hours:** \_\_\_\_\_

3. Total number of Targeted Section 3 Labor Hour on the project: \_\_\_\_\_

**Percent of Total Labor Hours:** \_\_\_\_\_

4. Number of Section 3 Employees Utilized on the Project by Prime Contractor: \_\_\_\_\_

5. Number of Section 3 Employees Utilized on the Project by Subcontractors: \_\_\_\_\_

6. Total Number of Section 3 Employees Utilized on Project: \_\_\_\_\_

7. Names of all subcontractors (*attach additional sheet if necessary*):

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

**B. Certification of Prime Contractor**

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

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

Phone: \_\_\_\_\_

As an officer and representative of the Company, I hereby certify that the above information is true and accurate and is reported fully for this construction project. It is understood final payment from the Owner for this project cannot be made until this report is submitted to the owner or authorized designee.

\_\_\_\_\_  
Name & Title of Company Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(Reporting and Compliance Form)****DIRECTIONS FOR COMPLETION OF SECTION 3 UTILIZATION REPORT**

1. Determine the level of Section 3 participation in the construction project.
  - a) All employees of the Prime Contractor and all subcontractors must fill out an Employee Information Form, to be retained by the Prime Contractor with copies submitted to the Owner's Compliance Officer. All new hires during the construction project must also complete the Employee Information Form.
  - b) Distribute copies of the Employee Information Form to **all** subcontractors you engage for the project, for completion by all employees to be submitted to the prime for retention, with copies submitted to the Owner's Compliance Officer.
  - c) Determine Section 3 eligibility for all employees in order to track labor hours performed (tracking spreadsheet provided separately)
2. Complete **(A) Section 3 Employee Information** area of the report.
  - a) Enter the total number of labor hours on the project on Line 2.
  - b) Enter the number of labor hours for Section 3 Workers, on Line 3; calculate the percentage (Line 2 divided by Line 3)
  - c) Enter the number of labor hours for Targeted Section 3 Workers on Line 4; calculate the percentage (Line 2 divided by Line 4)
  - d) Enter number of Section 3 Employees utilized by Prime Contractor on Line 5
  - e) Enter number of Section 3 Employees utilized by subcontractors on Line 6
  - f) Enter total number Section 3 Employees utilized on the project on Line 7 (Line 5 + Line 6)
  - g) List all subcontractors on Line 8 (insert additional pages as needed)
3. Complete **(B) Certification by Prime Contractor** section of the report
  - a) List name, address, and telephone of your company (prime contractor)
  - b) Print or type the name and title of authorized company representative
  - c) Have authorized company representative sign and date the Report

**Important Reminder**

**Final payment of retainage funds will not be made until Section 3 Utilization Report is submitted to the Owner or Owner's Compliance Officer.**

**SECTION 01030**

**ATTESTATIONS AFFIDAVIT**

**St. Tammany Parish  
Safe Haven Campus Improvements**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**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.

**LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

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

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

\_\_\_\_\_  
DATE

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

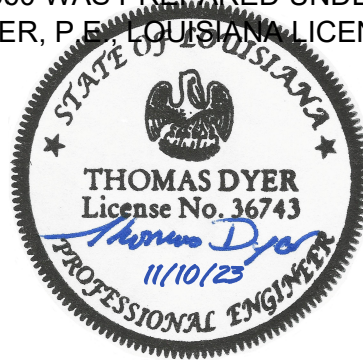
Section 13

ENGINEER CERTIFICATIONS

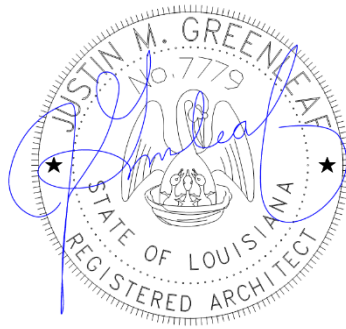
THE BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SPECIFICATION SECTIONS 011000 THROUGH 017700 (INCLUSIVE) AND SECTION 333000 WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF JAMES E. POWELL, JR. P.E., LOUISIANA LICENSE NO. 31063.



SPECIFICATION SECTION 033000 AND 061300 WAS PREPARED UNDER THE RESPONSIBLE CHARGE OF THOMAS P. DYER, P.E., LOUISIANA LICENSE NO. 36743.

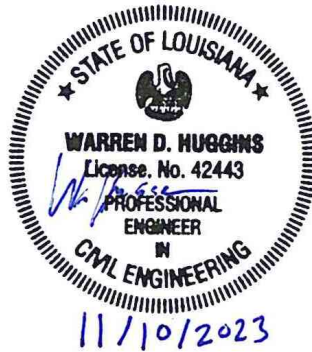


SPECIFICATION SECTIONS 040511, 042000, 066100, 073113 THROUGH 076200 (INCLUSIVE), 099000 AND 101416 WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF JUSTIN GREENLEAF, AIA, LOUISIANA LICENSE NO. 7779.



11/10/2023

SPECIFICATION SECTIONS 024100, 027600, 311000 THROUGH 312500 (INCLUSIVE), 321123 THROUGH 321413 (INCLUSIVE), 330513 AND 334213 WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF WARREN D. HUGGINS, P.E., LOUISIANA LICENSE NO. 42443.

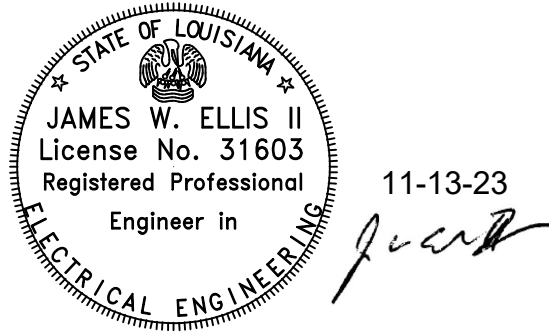


SPECIFICATION SECTION 329000 WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF RUSSELL PATRICK BRYAN, R.L.A., LOUISIANA LICENSE NO. 23-0699.





SPECIFICATION SECTIONS 260100 THROUGH 264000 (INCLUSIVE) WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF JAMES W. ELLIS, II, P.E., LOUISIANA LICENSE NO. 31603.



## Section 14

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## SECTION 01 10 00 - SUMMARY OF WORK

### PART 1 -- GENERAL

#### 1.1 THE REQUIREMENT

- A. The WORK to be performed under this Contract shall consist of furnishing tools, equipment, materials, supplies and manufactured articles, furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract comprises the construction of improvements throughout the Safe Haven Campus at Hwy 190 in Mandeville, LA. Major elements of the WORK include, but are not limited to:
  - 1. Removal and replacement of existing subsurface drainage infrastructure.
  - 2. Construction of new detention pond.
  - 3. Construction of new bioswale/rain garden area.
  - 4. Removal and replacement of gravity sewer infrastructure.
  - 5. Construction of new wayfinding signage.
  - 6. Construction of new walkways (Alternate No. 1).
  - 7. Construction of new nature trails (Alternate No. 2).
  - 8. Construction of new pavilions (Alternate No. 3).
- B. The WORK is located at the entrance to the Safe Haven Campus on US Hwy 190 in Mandeville, St. Tammany Parish, Louisiana.

#### 1.3 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a lump sum contract. Contract payments will be based upon an approved Schedule of Values as detailed within Section 01 33 01 – Schedule of Values.

#### 1.4 CONTRACTOR USE OF SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials. Temporary measures shall be implemented to allow for continued access into the Safe Haven Campus by staff and visitors.

#### 1.5 OWNER USE OF THE SITE

- A. The OWNER may utilize all or part of the existing facilities at the Site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

## 1.6 PROJECT MEETINGS

### A. Preconstruction Conference

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:
  - a. ENGINEER and the Resident Project Representative.
  - b. Representatives of OWNER.
  - c. Governmental representatives as appropriate.
  - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01300 - Contractor Submittals.
3. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR shall be prepared to discuss all of the items listed below.
  - a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical work sequencing.
  - g. Field decisions and Change Orders.
  - h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
  - k. Daily Report Form which the ENGINEER will furnish.
  - l. Submittal Transmittal Form which the ENGINEER will furnish.



4. The ENGINEER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

B. Progress Meetings

1. The ENGINEER will schedule and hold regular on-Site progress meetings at least monthly and at other times as requested by CONTRACTOR or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
2. The ENGINEER will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

END OF SECTION 01 10 00

## SECTION 01 33 00 - CONTRACTOR SUBMITTALS

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. Wherever submittals are required in the Contract Documents, submit them to the ENGINEER.

#### 1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference of Section 01 10 00 - Summary of Work, the CONTRACTOR shall submit the following items to the ENGINEER for review:
1. A preliminary schedule and list of Shop Drawings, Samples, and proposed Substitute ("Or- Equal") submittals.
  2. A list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
  3. A preliminary schedule of values in accordance with Section 01 33 01 - Schedule of Values.
  4. A 60 Day plan of operation in accordance with Section 01 33 11 - CPM Construction Schedule.
  5. A project overview bar chart in accordance with Section 01 33 11 - CPM Construction Schedule.

#### 1.3 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, a number and type of each Shop Drawing submittal as established at the pre – construction conference. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is located, unless otherwise indicated.
- B. Shop Drawing submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. Submittals shall be signed by the CONTRACTOR as an indication that they have been reviewed for completeness and organization.
- C. Organization
1. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
  2. On the transmittal form, index the components of the submittal and insert tabs or other physical divider in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
  3. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
- D. Format
1. Minimum sheet size shall be 8.5-inches by 11-inches. Maximum sheet size shall be 24-inches by 36-inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated a stapled or bound, as appropriate. The ENGINEER will not collate sheets or copies.
  2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
  3. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number

followed by a letter of the alphabet to distinguish between the original submittal and each resubmittal. For example, if submittal 25-A requires a resubmittal, the first resubmittal will bear the designation "25-B" and the second resubmittal will bear the designation "25-C" and so on.

- E. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.
  - F. Except as may otherwise be indicated, the ENGINEER will return a copy of each submittal to the CONTRACTOR with comments noted thereon, within 30 Days following receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR will make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal. The ENGINEER'S maximum review period for each submittal or resubmittal will be 30 Days. Thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 90 Days.
  - G. If a submittal is returned to the CONTRACTOR marked "REVIEWED," formal revision and resubmission will not be required.
  - H. If a submittal is returned marked "REVIEWED AS NOTED," CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required.
  - I. If a submittal is returned marked "REVISE & RESUBMIT," the CONTRACTOR shall revise it and shall resubmit the required number of copies to the ENGINEER for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For noted as "REVISE & RESUBMIT," the submittal as a whole is deemed "REVISE & RESUBMIT," and 10 drawings are required to be resubmitted.
  - J. If a submittal is returned marked "REJECTED," it shall mean either that the proposed material or product does not satisfy the specification or the submittal is so incomplete that it cannot be reviewed. The CONTRACTOR shall prepare a new submittal and shall submit the required number of copies to the ENGINEER for review.
  - K. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
  - L. Fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "REVIEWED" or "REVIEWED AS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
  - M. Submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated and signed by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted on the transmittal sheet. The ENGINEER will only review submittals that have been so verified by the CONTRACTOR. Non-verified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
  - N. Corrections or comments made on the CONTRACTOR's Shop Drawings during review do not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The CONTRACTOR is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.
- 1.4 RECORD DRAWINGS
- A. The CONTRACTOR shall maintain one set of Drawings at the Site for the preparation of record drawings. On these, it shall mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or as CONTRACTOR is directed, to fully indicate the WORK as actually constructed. These record drawings are the CONTRACTOR's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date

during the progress of the WORK. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

- B. Paper copies of the record drawings shall be submitted on the 20th Day of every third month after the month in which the Notice to Proceed is given as well as at completion of WORK. This submittal will be required with the pay request for that month.
- C. In the case of those drawings that depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final Shop Drawings, and by including appropriate reference information describing the change orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.
- D. Disorganized or incomplete record drawings will not be accepted. The CONTRACTOR shall revise them and resubmit within 10 Days.
- E. Record drawings shall be accessible to the ENGINEER during the construction period.
- F. Final payment will not be acted upon until the record drawings have been completed and delivered to the ENGINEER. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid and an electronic form under Adobe Acrobat, or other software required by the Specifications.
- G. Information submitted by the CONTRACTOR will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information

#### 1.5 QUALITY CONTROL (QC) SUBMITTALS

- A. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the ENGINEER that the CONTRACTOR has satisfied certain requirements of the Contract Documents.
- B. Unless otherwise indicated, QC submittals shall be submitted:

Before delivery and unloading, for the following types of submittals:

1. Manufacturers' installation instructions
2. Manufacturers' and Installers' experience qualifications
3. Ready mix concrete delivery tickets
4. Design calculations
5. Affidavits and manufacturers' certification of compliance with indicated product requirements
6. Laboratory analysis results
7. Factory test reports

Within 30 Days of the event documented for the following types of submittals:

1. Manufacturers' field representative certification of proper installation
  2. Field measurement
  3. Field test reports
  4. Receipt of permit
  5. Receipt of regulatory approval
- C. The ENGINEER will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

#### 1.6 MONTHLY PAY REQUESTS

- A. The CONTRACTOR shall furnish the documentation listed below with each monthly pay request.
1. OWNER required Certificate of Payment form.
  2. Construction photographs showing the progress of the WORK.
  3. Revised CPM schedule update per Section 01311, Paragraph 1.2.D.
  4. Progress report per Section 01311, Paragraph 1.7.
  5. Updated schedule of submittals.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 33 00

## SECTION 01 33 01 - SCHEDULE OF VALUES

### PART 1 – GENERAL

#### 1.1 PRELIMINARY SCHEDULE OF VALUES

- A. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference in accordance with Section 01 10 00 - Summary of Work. The listing shall include, at a minimum, the proposed value for the following major WORK components:
1. Traffic Control.
  2. Mobilization.
  3. The total value of detention pond WORK.
  4. The total value of raingarden/bioswale WORK.
  5. The total value of subsurface drainage improvement WORK.
  6. The total value of sewer improvement WORK.
  7. The total value of informational signage WORK.
  8. The total value of pedestrian kiosk WORK.
  9. The total value of street light banner WORK.
  10. The total value of sidewalk WORK (Alternate No. 1).
  11. The total value of nature trails and pedestrian bridge WORK (Alternate No. 2).
  12. The total value of large pavilion WORK (Alternate No. 3).
  13. The total value of small pavilion WORK (Alternate No. 3).
  14. The total value of all other WORK not specifically included in the above items broken out by scope of work and/or discipline.
- B. The CONTRACTOR and ENGINEER shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations if, in the opinion of the ENGINEER, these are necessary to establish fair and reasonable allocation of values for the major WORK components. Front end loading will not be permitted. The ENGINEER may require reallocation of major WORK components from items in the above listing if in the opinion of the ENGINEER such reallocation is necessary. This review and any necessary revisions shall be completed within five (5) days from the date of Notice to Proceed, or the date of the Preconstruction Conference, whichever is sooner.

#### 1.2 DETAILED SCHEDULE OF VALUES

- A. The CONTRACTOR shall prepare and submit a detailed Schedule of Values to the ENGINEER within ten (10) days from the date of Notice to Proceed. The detailed Schedule of Values shall be based on the accepted preliminary Schedule of Values for major WORK components. Because the ultimate requirement is to develop a detailed Schedule of Values sufficient to determine appropriate monthly progress payment amounts through cost loading of the CPM Schedule activities, sufficient detailed breakdown shall be provided to meet this requirement. The ENGINEER shall be the sole judge of acceptable numbers, details and description of values established. If, in the opinion of the ENGINEER, a greater number of Schedule of Values items than proposed by the CONTRACTOR is necessary, the CONTRACTOR shall add the additional items so identified by the ENGINEER.

1. The minimum detail of breakdown of the major WORK components is indicated below. Greater detail shall be provided as directed by the ENGINEER.
  - a. Mobilization - no breakdown required.
  - b. Section 01 33 11, "Scheduling and Report," broken down by submittal.
  - c. All WORK listed shall be broken out by labor/equipment and materials.
  - d. All other WORK not specifically included in the above items shall be broken down as necessary for establishment of pay and Schedule activity items.
2. The CONTRACTOR and ENGINEER shall meet and jointly review the detailed Schedule of Values within 20 days from the date of Notice to Proceed. The value allocations and extent of detail shall be reviewed to determine any necessary adjustments to the values and to determine if sufficient detail has been proposed to allow acceptable cost loading of the CPM Schedule activities. Any adjustments deemed necessary to the value allocation or level of detail shall be made by the CONTRACTOR and a revised detailed Schedule of Values shall be submitted within 30 days from the date of Notice to Proceed.

### 1.3 CHANGES TO SCHEDULE OF VALUES

- A. Changes to the CPM Schedule which add activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the ENGINEER. Other activity values shall be reduced to provide equal value adjustment increases for added activities as approved by the ENGINEER.
- B. In the event that the CONTRACTOR and ENGINEER agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

### 1.4 MEASUREMENT AND PAYMENT

- A. The CONTRACTOR will be paid under the approved detailed schedule of values for the estimated percentage of the WORK completed in monthly intervals.
- B. Mobilization will be paid in accordance with Section 015 50 05 – Mobilization.

### 1.5 ESTIMATED QUANTITIES

- A. The following is a summary of estimated quantities for the major work items associated with the project. Under no circumstance is this list all inclusive. It is the sole responsibility of the contractor to determine the proper labor, equipment and materials necessary to complete the project in accordance with the drawings and specifications. This information is provided for general information/reference purposes only as this project is a lump sum bid contract.
- B. Summary of Estimated Quantities:

Removal of Drain Pipe, all sizes and types	LF	3550
Removal of Pavement, all depths and material	SY	555
CCTV and Clean Drain Lines, Sizes 30"-36"	LF	1770
15" Reinforced Concrete Pipe	LF	455
18" Reinforced Concrete Pipe	LF	335
15" Reinforced Concrete Pipe Arch Eq.	LF	166



18" Reinforced Concrete Pipe Arch Eq.	LF	660
24" Reinforced Concrete Pipe Arch Eq.	LF	145
30" Reinforced Concrete Pipe Arch Eq.	LF	225
48" Reinforced Concrete Pipe Arch Eq.	LF	148
60" Reinforced Concrete Pipe Arch Eq.	LF	569
72" Reinforced Concrete Pipe Arch Eq.	LF	195
72" Concrete Headwall	EA	1
Rip Rap, 10lb Stone, 18" Thickness	SY	45
Remove and Replace Curb Inlet, Type 2, Regular	EA	16
Remove and Replace Curb Inlet, Type 2, Site "A"	EA	4
Remove and Replace Grate Inlet, Type 1, Regular	EA	5
Remove and Replace Grate Inlet, Type 1, Site "B"	EA	1
Remove and Replace Grate Inlet, Type 1, Site "C"	EA	1
Remove and Replace Grate Inlet, Type 1, Site "E"	EA	1
Restore Roadway Pavement, (8" Base, 6" PCCP, Curbs)	SY	555

Removal of Existing Parking Lot	SY	700
Tree Removal	LS	1
Earthwork Excavation for Pond	CY	4600
Pond Planting	LS	1
Pond Outfall Structure	EA	1
Flared End Section (18")	EA	4
Flared End Section (36")	Ea	1
15" Reinforced Concrete Pipe	LF	60
15" Reinforced Concrete Pipe ARCH EQ	LF	28
18" Reinforced Concrete Pipe	LF	218
36" Reinforced Concrete Pipe	LF	98
36" Reinforced Concrete Pipe Arch EQ	LF	240
Remove and Replace Curb Inlet, Type 2, Regular	EA	3
Remove and Replace Grate Inlet, Type 1, Site "D"	EA	1
Double Junction Box	EA	1
Bio-Swales (includes planting)	LF	300

Rain Garden (includes planting)	SF	6785
Depressed Swales (includes planting)	LF	150
Restore Roadway Pavement, (8" Base, 6" PCCP, Curbs)	SY	60
Paver Walkway	SY	315
Stone Walkway	SY	160

Earthwork & Base Preparation	SF	6500
Concrete Slab	SF	3336
Pavilion/Building Structures	SF	3336
Electrical/Fixtures	SF	3336

Facility Signs	EA	6
Uplighting	EA	6
Street Light Banner	EA	8
Information Kiosk including lighting	LS	1

8" PVC Gravity Sewer	LF	1750
10" PVC Gravity Sewer	LF	520
Sewer Manholes	EA	11
Removal of Sewer Pipe	LF	700
Sewer service connection	EA	12
Tie-in to Existing SMH	EA	2
Remove Existing SMH	EA	4

Concrete Walkways	SF	38000
Crosswalk Striping	LS	1

Mulched Trails	LF	4500
Pedestrian Bridges	LF	48

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 33 01

## SECTION 01 33 11 – CPM CONSTRUCTION SCHEDULE

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. Scheduling of the WORK shall be performed by the CONTRACTOR in accordance with the requirements of this Section.
- B. Development of the schedule and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) The CPM schedule and all reports should be prepared with the current version of Primavera Project Planner (P3) software or equivalent scheduling software platform. Where submittals are required hereunder, the CONTRACTOR shall submit a number and type of copies as established at the pre – construction conference.

#### 1.2 INITIAL SCHEDULE SUBMITTALS

- A. The CONTRACTOR shall submit two short term schedule documents at the Preconstruction Conference which shall serve as the CONTRACTOR'S Plan of Operation for the initial 60-day period of the Contract Time and to identify the manner in which the CONTRACTOR intends to complete all WORK within the Contract Time.
  - 1. 60-Day Plan of Operation: During the initial 60 days of the Contract Time, the CONTRACTOR shall conduct operations in accordance with a 60-day bar chart type of plan of operation. The bar chart so prepared shall show the accomplishment of the CONTRACTOR'S early activities (mobilization, permits, submittals necessary for early material and equipment procurement, submittals necessary for long lead equipment procurement, CPM submittals, initial Site work and other submittals and activities required in the first 60 days).
  - 2. Project Overview Bar Chart: The overview bar chart shall indicate the major components of the WORK and the sequence relations between major components and subdivisions of major components. The overview bar chart shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the project milestones. Sufficient detail shall be included for the identification of subdivisions of major components into such activities as excavation, pile driving, completion of all structural concrete, major mechanical work, major electrical work, instrumentation and control work, and other important work for each major item of the WORK within the overall project scope. Planned durations and start dates shall be indicated for each work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inch by 60-inch in size. Not more than four sheets shall be employed to represent this overview information.
- B. The ENGINEER and the CONTRACTOR shall meet to review and discuss the 60-day plan of operation and project overview bar chart within 5 days after submittal to the ENGINEER. The ENGINEER'S review and comment on the schedules will be limited to conformance with the sequencing and milestone requirements in the Contract Documents. The CONTRACTOR shall make corrections to the schedules necessary to comply with the requirements and shall adjust the schedules to incorporate any missing information requested by the ENGINEER.

#### 1.3 CPM SCHEDULE SUBMITTALS

- A. Original CPM Schedule Submittal: With 30 days after the commencement date stated in the Notice to Proceed, the CONTRACTOR shall submit for review by the ENGINEER a hard copy and electronic copy of the CPM Schedule. This submittal shall have already been reviewed and approved by the CONTRACTOR'S Project Manager prior to submission. The CPM Schedule shall be a time-scaled network diagram of the "i-j" activity-on-arrow or precedence type. The Network Diagram shall describe the activities to be accomplished and their logical relationships and show the critical path.
- B. All float in the schedule shall belong to the project
- C. Acceptance
  - 1. Acceptance of the CONTRACTOR'S schedule by the ENGINEER and OWNER will be based solely upon compliance with the requirements. By way of the CONTRACTOR assigning activity durations and proposing

the sequence of the WORK, the CONTRACTOR agrees to utilize sufficient and necessary management and other resources to perform the work in accordance with the schedule. Upon submittal of a schedule update, the updated schedule shall be considered the "current" project schedule.

2. Submission of the CONTRACTOR'S progress schedule to the OWNER or ENGINEER shall not relieve the CONTRACTOR of total responsibility for scheduling, sequencing, and pursuing the WORK to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed WORK.

D. Monthly Updates and Periodic CPM Schedule Submittals

1. Following the acceptance of the CONTRACTOR'S original CPM Schedule, the CONTRACTOR shall monitor the progress of the WORK and adjust the schedule each month to reflect actual progress and any changes in planned future activities. Each schedule update submitted shall be complete including all information requested in the original schedule submittal and be in the schedule report format indicated below. Each update shall continue to show all work activities including those already completed. Completed activities shall accurately reflect "as built" information by indicating when the work was actually started and completed.
2. Neither the submission nor the updating of the CONTRACTOR'S original schedule submittal nor the submission, updating, change, or revision of any other report, curve, schedule, or narrative submitted to the ENGINEER by the CONTRACTOR under this Contract, nor the ENGINEER'S review or acceptance of any such report, curve, schedule, or narrative shall have the effect of amending or modifying, in any way, the Contract Times or milestone dates or of modifying or limiting, in any way, the CONTRACTOR'S obligations under this Contract. Only a signed, fully executed Change Order can modify contractual obligations.
3. The monthly schedule update submittal will be reviewed with the CONTRACTOR during regular construction progress meetings. The goal of these meetings is to enable the CONTRACTOR and the ENGINEER to initiate appropriate remedial action to minimize any known or foreseen delay in completion of the WORK and to determine the amount of WORK completed since the previous schedule update.

- E. Schedule Revisions: The CONTRACTOR shall highlight or otherwise identify all changes to the schedule logic or activity durations made from the previous schedule. The CONTRACTOR shall modify any portions of the CPM schedule which become infeasible because of activities behind schedule or for any other valid reason.

1.4 CHANGE ORDERS

- A. Upon approval of a Change Order, or upon receipt by the CONTRACTOR of authorization to proceed with additional work, the change shall be reflected in the next submittal of the CPM Schedule. The CONTRACTOR shall utilize a sub-network in the schedule depicting the changed work and its effect on other activities. This sub-network shall be tied to the main network with appropriate logic so that a true analysis of the critical path can be made.

1.5 CPM STANDARDS

- A. Definitions: CPM, as required by this Section, shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction." except that either "i-j" arrow diagrams or precedence diagramming format may be utilized. In the case of conflicts between this specification and the AGC document, this specification shall govern.
- B. Construction Schedules: Construction schedules shall include a graphic network diagram and computerized construction schedule reports as required below for status reporting.
- C. Networks: The CPM network shall be in a form of a time scaled "i-j" activity-on-arrow or precedence type diagram and may be divided into a number of separate sheets with suitable match lines relating the interface points among the sheets. Individual sheets shall not exceed 36 inches by 60 inches.
- D. Construction and procurement activities shall be presented in a time-scaled format with a calendar time line along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and completion dates of each activity are accurately represented along the calendar time line. All activities shall use symbols that clearly distinguish between critical path activities, non-critical activities, and free float for each non-critical activity. All activity items shall be identified by their

respective activity number, responsibility code, work duration, and their dollar value. All non-critical path activities shall show total float time in scale form by utilizing a dotted line or some other graphical means.

- E. Duration Estimates: The duration estimate for each activity shall be computed in working days and shall represent the single best estimate considering the scope of the work and resources planned for the activity. Except for certain non-labor activities, such as curing of concrete or delivery of materials, activity duration shall not exceed 10 working days nor be less than one working day unless otherwise accepted by the ENGINEER.
- F. Float Time
  - 1. Definition: Unless otherwise provided herein, float is synonymous with total float. Total float is the period of time measured by the number of working days each noncritical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date cause delay to the project itself.
  - 2. Float Ownership: Neither the OWNER nor the CONTRACTOR owns the float time. The project owns the float time. As such, liability for delay of the project completion date rests with the party actually causing delay to the project completion date. For example, if Party A uses some, but not all of the float time and Party B later uses the remainder of the float time as well as additional time beyond the float time, Party B shall be liable for the costs associated with the time that represents a delay to the project's completion date. Party A would not be responsible for any costs since it did not consume all of the float time and additional float time remained, therefore, the project's completion date was unaffected.

#### 1.6 SCHEDULE REPORT FORMAT

- A. Schedule Reports: Schedule Reports shall be prepared based on the CPM Schedule, and shall include the following minimum data for each activity:
  - 1. Estimated activity duration.
  - 2. Activity description.
  - 3. Activity's percent completion.
  - 4. Early start date (calendar dated).
  - 5. Early finish date (calendar dated).
  - 6. Late start date (calendar dated).
  - 7. Late finish date (calendar dated).
  - 8. Status (whether critical).
  - 9. Total float for each activity.
  - 10. Free float for each activity.
- B. Project Information: Each Schedule Report shall be prefaced with the following summary data:
  - 1. Project name.
  - 2. Contractor.
  - 3. Type of tabulation.
  - 4. Project duration.
  - 5. Contract Times (revised to reflect time extensions by Change Order).
  - 6. The commencement date stated in the Notice to Proceed.
  - 7. The data date and plot date of the CPM Schedule.
  - 8. If an update, cite the new schedule completion date.

#### 1.7 PROJECT STATUS REPORTING

- A. The CONTRACTOR shall furnish monthly project status reports (Overview Bar Chart and a written narrative report) in conjunction with the revised CPM Schedules as indicated above. Status reporting shall be in the form below.

- B. The CONTRACTOR shall prepare and submit monthly an Overview Bar Chart schedule of the major project components. The overview bar chart schedule shall be a summary of the current CPM Schedule (original and as updated and adjusted throughout the entire construction period). It shall be limited to not more than four sheets which shall not exceed 36 inches by 60 inches. The major project components shall be represented as time bars which shall be subdivided into various types of work including demolition, excavation and earthwork, yard piping, concrete construction, mechanical, electrical and instrumentation installations. Major components shall include each new structure by area designation, site work, modifications to existing structures, tie-ins to existing facilities, and plant startups.
- C. Each major component and subdivision shall be accurately plotted consistent with the project overview bar chart above. It shall represent the same status indicated by early start and finish activity information contained in the latest update of the CPM Schedule. In addition, a percent completion shall be indicated for each major component and subdivision. The initial submittal of the overview bar chart schedule shall be made at the time that the revised original CPM Schedule is submitted to the ENGINEER (65 days from the commencement date stated in the Notice to Proceed). The CONTRACTOR shall amend the overview schedule to include any additional detail required by the ENGINEER. The CONTRACTOR shall include any additional information requested by the ENGINEER at any time during the construction of the WORK.
- D. The CONTRACTOR shall prepare monthly written narrative reports of the status of the project for submission to the ENGINEER. Written status reports shall include:
  - 1. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
  - 2. The progress made on critical activities indicated on the CPM Schedule.
  - 3. Explanations for any lack of work on critical path activities planned to be performed during the last month.
  - 4. Explanations for any schedule changes, including changes to the logic or to activity durations.
  - 5. A list of the critical activities scheduled to be performed in the next two month period.
  - 6. The status of major material and equipment procurement.
  - 7. The value of materials and equipment properly stored at the Site but not yet incorporated into the WORK.
  - 8. Any delays encountered during the reporting period.
  - 9. An assessment of inclement weather delays and impacts to the progress of the WORK.
- E. The CONTRACTOR may include any other information pertinent to the status of the project. The CONTRACTOR shall include additional status information requested by the ENGINEER.

#### 1.8 INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE

- A. The CONTRACTOR'S construction schedule shall include at least the number of days of delay due to unusually severe weather as listed in the Contract Documents.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 33 11

## SECTION 01 40 00 - QUALITY CONTROL

### PART 1 -- GENERAL

#### 1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

#### 1.2 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

#### 1.4 INSPECTION AND TESTING SERVICE

- A. Inspection and testing laboratory service shall consist of with the following:
  - 1. Unless indicated otherwise by the Technical Specifications, the OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself. Materials testing for proposed materials to be incorporated into the work shall be the responsibility of the CONTRACTOR per the General Conditions.
  - 2. The OWNER or independent firm will perform inspections, testings, and other services as required by the ENGINEER under Paragraph 1.3C above.
  - 3. Reports of testing, regardless of whether the testing was the OWNER'S or the CONTRACTOR'S responsibility, will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.
  - 4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
  - 5. The CONTRACTOR shall notify ENGINEER forty-eight (48) hours prior to the expected time for operations requiring inspection and laboratory testing services.
  - 6. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting.



7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be the CONTRACTOR'S responsibility per the General Conditions.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION 01 40 00

## SECTION 01 55 05 - MOBILIZATION

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. CONTRACTOR shall mobilize as required for the proper performance and completion of the WORK and in accordance with the Contract Documents.
  
- B. Mobilization shall include at least the following items:
  - 1. Having the CONTRACTOR's superintendent present at the Site full time.
  - 2. Installing temporary construction power, wiring, and lighting facilities.
  - 3. Establishing fire protection system.
  - 4. Developing construction water supply.
  - 5. Providing on-Site sanitary facilities and potable water facilities.
  - 6. Arranging for and erection of CONTRACTOR's WORK and storage yards.
  - 7. Obtaining required permits.
  - 8. Having OSHA required notices and establishing safety programs.
  - 9. Submitting Original CPM schedule in accordance with Section 01 33 11 – CPM Construction Schedule.
  - 10. Submitting initial detailed schedule of values in accordance with Section 01 33 01 - Schedule of Values.
  - 11. Submitting preconstruction site condition survey in accordance with Section 01 55 32 - Site Condition Surveys

#### 1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof, will be recommended for payment under the Contract until mobilization items listed above have been completed.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 55 05

## SECTION 01 55 10 - TEMPORARY UTILITIES

### PART 1 -- GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Types: The types of utility services required for general temporary use at the Site include the following:
1. Water service (potable for certain uses)
  2. Electric power service
  3. Lighting (for night operations)

### PART 2 -- PRODUCTS

#### 2.1 MATERIALS

- A. The CONTRACTOR shall provide either new or used materials and equipment, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided by utility company, the CONTRACTOR shall provide the remaining portion with matching and compatible materials and equipment and shall comply with recommendations of utility company.

### PART 3 -- EXECUTION

#### 3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

- A. General: Wherever feasible, the CONTRACTOR shall engage the utility company to install temporary service to project, or as a minimum, to make connection to existing utility service; locate services where they will not interfere with total project construction WORK, including installation of permanent utility services; and maintain temporary services as installed for required period of use; and relocate, modify or extend as necessary from time to time during that period as required to accommodate total project construction WORK.
- B. Approval of Electrical Connections: Temporary connections for electricity shall be subject to approval of the ENGINEER and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the WORK.
- C. Separation of Circuits: Unless otherwise permitted by the ENGINEER, circuits used for power purposes shall be separate from lighting circuits.
- D. Construction Wiring: Wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. Electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

#### 3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

- A. Power: The CONTRACTOR shall provide power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. Temporary Power Distribution: The CONTRACTOR shall provide a weatherproof, grounded, temporary power distribution system sufficient for performance of entire WORK of project, including temporary electrical heating where indicated, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevators, and similar equipment), and power for temporary operation of existing facilities (if any) at the Site during change-over to new permanent power system. Provide circuits of adequate size and proper power characteristics for each use; run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations and will result in minimal interference with performance of the WORK; provide rigid

steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other exposures to damage or abuse.

### 3.3 INSTALLATION OF LIGHTING

- A. Construction Lighting: WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- B. Temporary Lighting: The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of construction work, as soon as overhead floor/roof deck structure has been installed to provide sufficient illumination for safe work and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other areas of possible damage or abuse.

### 3.4 WATER SUPPLY

- A. General: The CONTRACTOR shall provide an adequate supply of water of a quality suitable for construction purposes.
- B. Water Connections: The CONTRACTOR shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the Plaquemines Parish Department of Public Service. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter per requirements of the St. Tammany Parish Department of Utilities. Water used by the CONTRACTOR shall be metered, but the CONTRACTOR will not be charged by the St. Tammany Parish Department of Utilities.

### 3.5 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

### 3.6 OPERATIONS AND TERMINATIONS

- A. Inspections: Prior to placing temporary utility services into use, the CONTRACTOR shall inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.
- B. Protection: The CONTRACTOR shall maintain distinct markers for underground lines, and protect from damage during excavating operations.
- C. Termination and Removal: When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the CONTRACTOR shall promptly remove installation unless requested by ENGINEER to retain it for a longer period. The CONTRACTOR shall complete and restore WORK which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.
- D. Removal of Water Connections: Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to original condition or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

END OF SECTION 01 55 10

## SECTION 01 55 30 - PROTECTION OF EXISTING FACILITIES

### PART 1 -- GENERAL

#### 1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

#### 1.2 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

#### 1.3 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect underground Utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except where the Drawings indicate Utilities have been field located during design or certain Utility locations shall be exposed as part of the WORK, the CONTRACTOR shall locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient determine the alignment and grade of the Utility.
- D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- E. Utilities to be Removed: Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- F. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- G. Underground Utilities Indicated: Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.
- H. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in the General Conditions.
- I. Costs of locating and repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such Utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such Utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of the General Conditions.
- J. Approval of Repairs: All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.
- K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

#### 1.4 TREES OR SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: Except where trees or shrubs are indicated to be removed, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

#### 1.5 LAWN AREAS

- A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the OWNER.

#### 1.6 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Louisiana One Call System prior to such excavation in accordance with requirements of the Louisiana One Call System.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 55 30



## SECTION 01 55 32 - SITE CONDITIONS SURVEYS

### PART 1 -- GENERAL

#### 1.1 THE REQUIREMENT

- A. The CONTRACTOR shall conduct thorough pre-construction and post-construction Site conditions surveys of the entire Project. Site conditions surveys shall consist of photographs and videotape recordings.

#### 1.2 CONTRACTOR SUBMITTALS

- A. Video surveys, photographs, and other data of the preconstruction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than three weeks before, commencement of any construction activities.
- B. A complete set of all photographs of the post-construction conditions shall be completed and submitted prior to final inspection by the OWNER and ENGINEER. Photographs shall be in digital format.

### PART 2 -- PRODUCTS (NOT USED)

### PART 3 -- EXECUTION

#### 3.1 PHOTOGRAPHS AND VIDEO RECORDINGS

- A. In accordance with the requirements of the Special Provisions, CONTRACTOR, as a minimum, shall document pre- and post-construction conditions by preparing videotape surveys of the following:
  - 1. Roadways used to access the Site or haul materials and equipment to the Site.
  - 2. Work areas, including actual work sites, materials processing and stockpiling areas, access corridors, disposal areas, and staging areas.
  - 3. Any work completed by other contractors at the Site that will be connected to or otherwise affected by the WORK.
  - 4. Driveways, sidewalks, and buildings which might be affected by the WORK.
- B. Supplement videotape surveys with photographs as required to thoroughly document the original condition and location of existing features and facilities.
- C. Videotape records shall be in DVD format.

END OF SECTION 01 55 32

## SECTION 01 55 50 - SITE ACCESS AND STORAGE

### PART 1 -- GENERAL

#### 1.1 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

#### 1.2 CONTRACTOR'S WORK AND STORAGE AREA

- A. The OWNER will designate and arrange for the CONTRACTOR's use, a portion of the property for its exclusive use during the term of the Contract as a storage and shop area for its construction operations on the WORK. At completion of WORK, the CONTRACTOR shall return this area to its original condition, including grading and landscaping.
- B. The CONTRACTOR shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the WORK.
- C. Lands to be furnished by the OWNER for camp sites, construction operation, concrete aggregate pits, roads and other purposes are indicated. Should the CONTRACTOR find it necessary to use any additional land for its camp or for other purposes during the construction of the WORK, it shall arrange for the use of such lands at its own expense.
- D. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
  - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
  - 2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
  - 3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
  - 4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the Site.
  - 5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
  - 6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.
  - 7. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

#### 1.3 PARKING

- A. The CONTRACTOR shall:
  - 1. Direct its employees to park in areas as directed by the OWNER or ENGINEER.
  - 2. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 55 50

## SECTION 01 77 00 - PROJECT CLOSEOUT

### PART 1 -- GENERAL

#### 1.1 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

#### 1.2 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

#### 1.3 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
  - 1. Written guarantees, where required.
  - 2. Technical Manuals and instructions.
  - 3. Maintenance stock items; spare parts; special tools.
  - 4. Completed record drawings in accordance with Section 01 33 00 - Submittals.
  - 5. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
  - 6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

### PART 2 -- PRODUCTS (NOT USED)

### PART 3 -- EXECUTION (NOT USED)

END OF SECTION 01 77 00

## SECTION 02 41 00 - DEMOLITION

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. Scope:
  - 1. This work shall consist of the demolition, removal, and satisfactory disposal of structures, foundations, pavement, curb, culverts, utilities, and any other items which are designated to be removed, or necessary to construct the project. This work shall also consist of furnishing all labor, equipment and materials and performing all operations in connection with the saw cutting of concrete and asphalt surfaces, as indicated on the plans, as determined in the field, and as specified herein.
- B. Coordination: This work shall also consist of salvage and delivery to Owner of items deemed to be salvageable.
- C. Specified Elsewhere: Site Clearing - 31 10 00.

### PART 2 PRODUCTS - Not Used

### PART 3 EXECUTION

#### 3.1 CONSTRUCTION REQUIREMENTS

- A. Contractor shall obtain and pay for all required demolition permits and shall conform with all Local, State, and Federal laws and codes.
- B. Contractor shall raze or remove and satisfactorily dispose of all items designed to be removed.
- C. All forming materials will be removed before backfilling, no wood or biodegradable materials shall remain or be buried on site.
- D. Contractor shall preserve and protect all structures, sidewalks, driveways, fences, trees, private utilities, and all other items which are to remain.
- E. Contractor shall conform to applicable codes, safety of adjacent structures, dust control, erosion control, and off-site disposal locations and notify any affected utility companies before starting work. Contractor shall not burn or bury material on site.
- F. Contractor shall not close or obstruct roadways, sidewalks or hydrants, without proper permission as may be required by the Owner.
- G. Contractor shall conform to applicable regulatory procedures when discovering hazardous or contaminated materials and report it immediately to the Owner and Engineer.
- H. In areas of the project where existing concrete surfaces must be protected and clean match lines maintained between an existing concrete surface and a new concrete curb, driveway, sidewalk, etc., the existing concrete surface shall be saw cut the full thickness of the structure (i.e., a four inch (4") driveway will require a saw cut depth of four inches (4")). Saw cutting is to be performed along lines set and laid-out by the Contractor. The Owner or his authorized representative may eliminate the need for a particular saw cut by requiring the Contractor to remove the concrete back to the nearest construction joint if a construction joint is within five feet (5') of where the saw cut is planned to be performed.

- I. In areas of the project where existing asphalt surfaces must be protected and clean match lines maintained between an existing asphalt surface and new asphalt, the existing asphalt shall be cut the full thickness of the structure (i.e., a six inch (6") asphalt pavement will require a cut depth of six inches (6")). The Contractor shall use a saw, wheel, or any other method approved by the Owner or his authorized representative to cut the existing asphalt surface. Cutting is to be performed along lines set and laid-out by the Contractor subject to approval by the Owner and/or his authorized representative.
- J. Contractor shall remove foundation footings to a minimum of two (2) feet below finished grade beyond area of new construction and deeper, if necessary, to accommodate new construction areas.
- K. Contractor shall backfill, rough grade, and compact areas affected by demolition.
- L. Any damaged or destroyed sewer or water system services shall be first reported to the Owner and Engineer for further direction and plugged or capped in accordance with all applicable laws and codes.
- M. All removal items, if deemed to be not salvageable, shall be disposed of offsite by the Contractor.

END OF SECTION 02 41 00

## SECTION 02 76 00 - CCTV INSPECTION OF SEWER LINES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES:

- A. CCTV Inspections.
- B. Sonar Inspection.
- C. Storm Drain Line Cleaning.

#### 1.2 SUBMITTALS

- A. Completed CCTV log.
- B. Schedule for cleaning and inspecting each storm drain line.
- C. Daily report form.
- D. Confined space entry form.
- E. All line pictures will be digital .mpeg video, clear, legible, and free of "snow" or haze.
- F. Electronic copies (data files) in a PACP (Pipeline Assessment and Condition Program) Exchange Database.
- G. A list of defects, which appear to require immediate corrective action, based on their size and/or type, on a daily and weekly basis. This submittal is not a final deliverable.
- H. A hard drive or USB drive that contains both data files and video files. The data files shall be able to upload into PACP compliant software. If a specific naming convention of file is required, Owner will provide labeling and file naming standards at the pre-construction meeting.
- I. GIS database with inventory, condition data, and photographs.
- J. ESRI ArcMap file, AutoCAD, and PDF map.
- K. 360 videos in mp4 format.
- L. Zoom camera videos in mp4 format.
- M. Zoom camera inspection reports.

#### 1.3 QUALITY ASSURANCE

- A. All rehabilitation recommendations will be approved by a registered licensed engineer in the state of Louisiana with a minimum of 10 years of experience analyzing structure inspection data.
- B. To establish the working criteria for video picture quality which must be maintained throughout the project, the Contractor shall furnish a USB drive with .mpg video footage of an actual storm drain line inspection that is satisfactory to the Owner and meets the job specifications for CCTV inspection. This USB drive shall become the property of the Owner and shall be used throughout the project as a standard that the Contractor's video picture quality must meet.



- C. All inspections performed by Contractor shall be made by PACP certified operators and data shall be documented using NASSCO's Pipeline Assessment and Condition Program.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Perform the inspection in accordance with PACP.
- B. Provide all labor, material, supplies, equipment, and transportation necessary to complete the 360 degree structure evaluation and zoom camera pipe assessment with GPS data collection.
- C. Perform storm drain line cleaning.

### 3.2 CCTV INSPECTION

- A. Furnish all labor, equipment, supplies, and supervision and perform all work required in accordance with these specifications. CCTV inspection shall be performed on pipes selected and approved by the Owner.
- B. If flows are such that they interfere with the ability to collect accurate data, then the Contractor shall be responsible to schedule work during low flow periods or to request written permission to perform sonar inspection of the surcharged pipes.
- C. Inspection of storm drain infrastructure by means of CCTV equipment shall be performed to determine the location and extent of any obstructions and defects such as offset joints, protruding tees, broken pipe, and more. Logs shall note the existence of any significant defects. Cleaning shall be performed prior to each CCTV inspection on each pipeline to be inspected.
- D. CCTV inspections shall be performed on one structure-to-structure pipe segment at a time. The inspection shall be performed by moving the CCTV camera through the line along the axis of the pipe at a rate not to exceed 30 feet per minute. Any means of propelling the camera through the storm drain line that would exceed this rate of speed or produce non-uniform or jerky movements shall not be acceptable. The camera shall be stopped for a minimum of 5 seconds at each identifiable defect to ensure proper documentation of the line's condition. CCTV inspection is performed from the upstream structure to the downstream structure when the conditions allow. If conditions do not allow an upstream to downstream inspection, the inspection will be performed in reverse (from the downstream to the upstream structure).
- E. The pipe segment length, with respect to the referenced structure, shall be determined with a meter device, accurate to within  $\pm 2\%$ . Markings on the cable, instruments requiring observation inside a structure, or correction of each reading for the depth of the reference structure shall not be allowed. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device.
- F. A header screen showing segment number, structure numbers, and starting structure shall be recorded for 10 seconds at the beginning of each televised line segment.
- G. The camera shall be stopped or backed up to view and analyze conditions that appear to be unusual or uncommon for a sound storm drain line. At all times, the operating technician shall be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor. The picture shall be free of electrical interference and provide a clear, stable image of the specified resolutions at all times. The camera lens shall be cleaned, as required, to provide a clear image within the storm drain lines.

- H. In the event that equipment becomes lodged in the storm drain line, the Contractor shall notify the Owner immediately. The Contractor will remove the camera. Timely excavation is necessary to maintain project schedules and to eliminate the possibility of overflows resulting from the lodged equipment creating a blockage.
- I. If during the inspection the camera cannot pass through the entire pipe segment, the Contractor shall set up equipment so that the inspection can be performed from the opposite structure. If the camera again fails to pass through the entire pipe segment, the inspection shall be abandoned and considered complete.
- J. Structure Evaluation and Pipe Assessment with GPS Data Collection:
  - 1. Perform each assessment by locating and identifying each structure, characterizing its components, and classifying it based on its conditions.
  - 2. During inspections, the structure will be illuminated with high-intensity LED lighting. High-resolution 360 video of each structure will be obtained, capturing both the inside of each structure as well as the area surrounding it. This video shall provide a full illustration of the condition of the structure interior, the pipelines connecting to the structure, as well as the general conditions in the area surrounding the structure. A digital photograph of each structure will be taken from above ground, showing the structure and its proximity to identifying features or landmarks.
  - 3. The purpose of structure assessment is to determine the location, physical condition and possible defects in all structures designated. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.
  - 4. As a component of the inspection, collect GPS coordinates (x, y, and z) of every structure with centimeter-grade precision. Utilize real-time corrections to collect the GPS data directly into ESRI's ArcGIS Online platform. A digital photograph taken from above ground to show the structure and its proximity to identifying features or landmarks will be associated as an attribute of the GIS data.
  - 5. Utilize pole-mounted, HD zoom cameras to assess pipes during the structure evaluation. Zoom camera inspection will allow for the rapid assessment of how clean or dirty a pipe segment is as well as allowing for the location of significant defects within the pipes such as pipe collapses, considerable offset joints and intruding taps or roots. The process involves lowering a high definition, pole-mounted camera equipped with an integrated laser rangefinder to the invert of a structure. Once positioned on the incoming or outgoing pipe segments inside the structure, Contractor will zoom the camera down the pipe segment while watching the footage real-time on a handheld tablet above ground.
  - 6. Zoom camera pipe inspections will be reviewed using a database that utilizes NASSCO PACP guidelines as the basis for making an assessment of each pipe. Debris levels will be categorized on a scale of 0-10.

### 3.3 SONAR INSPECTION

- A. The Contractor shall determine the inspection technology method or combination of methods to be utilized in each pipeline segment. Generally, sonar alone will be used where the depth of fluid in the pipeline is greater than 75% of the full diameter of the pipe. CCTV and sonar will be used together when the fluid levels are between 25% and 75% of the full pipe diameter. Sonar will not be used where the fluid depth is generally less than 25% of the pipe diameter or more specifically where there is insufficient depth to pass the sonar gear on the float or crawler.
- B. The speed of the crawler or float shall not be greater than 20 feet per minute when the scanning sonar is in use either alone or in combination with the CCTV camera.
- C. The sonar equipment shall be purpose built for use in the inspection of storm drain system pipelines and shall be operative in totally submerged conditions. It shall be capable of being traversed by crawler tractor, float, or other suitable means through the pipeline on a stable vehicle constructed to situate the sonar inspection equipment below the water level.
- D. The maximum beam width of the sonar energy pulse will be no greater than 2 degrees from the center of the transducer. The transducer will be of the continuous scanning type. The sonar image will be in full color during the inspection.
- E. The sonar survey will include complete structural and service assessment of the equivalent PACP standard as that obtained through the CCTV survey. The sonar survey will include measurement of fluid depth and silt depth.

- F. The sonar survey will be continuously recorded and saved on flash drives in mpeg format, supported by complete defect inspection logs and summary reports.
- G. A color sonar still image of cross-sections of the pipeline must be taken and recorded every 50 feet or more frequently should the internal profile of the pipeline change and at every defect. These images are to be cross-referenced to the reports and databases for ease of reference.

### 3.4 STORM DRAIN LINE CLEANING

- A. Storm drain line cleaning shall be performed to remove foreign material and restore pipe capacity to 95%. Cleaning shall be defined as three (3) complete passes of the storm drain line with the cleaning equipment. The term "complete passes" shall mean cleaning from the upstream structure all the way to the downstream structure.
- B. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean those specific pipe sections unless the Owner removes the apparent obstruction.
- C. During storm drain cleaning operations, satisfactory precautions shall be taken by the Contractor in the use of cleaning equipment. Precautions shall be taken to ensure that damage to or flooding of public or private property does not occur during the cleaning procedure.
- D. Selection of the equipment shall be the sole discretion of the Contractor and based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the storm drain lines and structures.
- E. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up at the other structure and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire structure-to-structure pipe segment it will be assumed that a major blockage exists and the cleaning operation will be abandoned. The cleaning operator will note these occurrences in his daily cleaning log.
- F. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line long term flow monitoring equipment or damage to pumping equipment will not be permitted.
- G. If the CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall re-clean and re-inspect the storm drain line at his sole expense until the cleaning is shown to be satisfactory.
- H. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the storm drain lines and structures during the cleaning operation shall be drained of water and transported to the approved local dumpsite for legal disposition in accordance with all local, state, and federal regulations. The Contractor shall be responsible for all necessary permitting.
- I. The Owner will provide water for cleaning operations from any fire hydrant at no cost to Contractor.

### 3.5 UNCOVER BURIED STRUCTURES LESS THAN 12" DEEP

- A. Provide all labor, materials, and equipment necessary to uncover storm drain structures less than 12" deep requiring access for storm drain line inspection on this project. Contractor will uncover only those structures approved by the Owner.
- B. Contractor will not be required to uncover structures covered in asphalt, concrete, or any other permanent or semi-permanent material.

- C. After inspection is complete, the Contractor shall close the lid and re-cover the structure only with the material removed to access the structure. The Contractor will not be required to seal structure lid or replace any gasket material that may have been removed or damaged during the opening of the structure.

3.6 REMOVAL OF STABILIZED DEBRIS IN STRUCTURE INVERTS

- A. Contractor shall provide all labor, materials, and equipment necessary to remove stabilized debris from structure inverts on this project. Contractor will only remove stabilized debris from structure inverts approved by the Owner.

3.7 TRAFFIC CONTROL FOR EVALUATION AND CLEANING CREWS

- A. Provide standard traffic control including cones and signs.
- B. Provide additional traffic control such as a flagman or policeman, as needed and as approved by the Owner.
- C. Notify the local fire department, police department, engineering department, and all other necessary authorities to carry out the requirements of the scope of work. All investigation work shall be coordinated with these authorities on a daily basis to avoid any conflict.

END OF SECTION 02 76 00

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## SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

#### 1.2 SUBMITTALS

- A. Product Data: For each manufactured material and product indicated.
- B. Design Mixes: For each concrete mix indicated.
- C. Shop Drawings: Include details of steel reinforcement placement including material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports.
- D. Material test reports.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.
  - 1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
  - 2. Formwork and form accessories.
  - 3. Steel reinforcement and supports.
  - 4. Concrete mixtures.
  - 5. Handling, placing, and constructing concrete.
  - 6. Lightweight concrete.
- C. Preinstallation Conference: Conduct conference at Project site.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Formwork: Furnish formwork and form accessories according to ACI 301.
- B. Steel Reinforcement:

1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
2. Plain-Steel Wire: ASTM A 82, as drawn.
3. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
4. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

C. Concrete Materials:

1. Portland Cement: ASTM C 150, Type I.
2. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch (38-mm) nominal size.
3. Lightweight Aggregate: ASTM C 330.
4. Water: Complying with ASTM C 94.
5. Synthetic Fiber: Fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

D. Admixtures:

1. Air-Entraining Admixture: ASTM C 260.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
5. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

E. Vapor Retarder: Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 7.8 mils (0.18 mm) thick; or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.

1. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand: ASTM D 448, Size 10, with 100 percent passing a No. 4 (4.75-mm) sieve and 10 to 30 percent passing a No. 100 (0.15-mm) sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

F. Joint-Filler Strips: [ASTM D 1751, asphalt-saturated cellulosic fiber]

G. Curing Materials:

1. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
2. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf.
3. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
4. Water: Potable.
5. Clear, [Waterborne], Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
6. Clear, [Waterborne], Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.2 CONCRETE MIXES

A. Comply with ACI 301 requirements for concrete mixtures.

B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Compressive Strength (28 Days): 3000 psi (27.6 MPa)
2. Slump: 4 inches (100 mm).
  - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches (200 mm) after adding admixture to plant- or site-verified, 2- to 3-inch (50- to 75-mm) slump.

- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of [2.5 to 4.5 percent].
  - 1. Air content of trowel-finished interior concrete floors shall not exceed 3.0 percent.
- D. Lightweight Structural Concrete Mix: ASTM C 330, proportioned to produce concrete with a minimum compressive strength of 3000 psi (20.7 MPa) at 28 days and a calculated equilibrium unit weight of 110 lb/cu. ft. (1762 kg/cu. m) plus or minus 3 lb/cu. ft. (48 kg/cu. m), as determined by ASTM C 567. Concrete slump at point of placement shall be the minimum necessary for efficient mixing, placing, and finishing.
  - 1. Limit slump to 5 inches (125 mm) for troweled slabs and 4 inches (100 mm) for other slabs.
- E. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than [1.0 lb/cu. yd. (0.60 kg/cu. m)]

### 2.3 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C 94 [and ASTM C 1116].
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
- C. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Formwork: Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.
- B. Vapor Retarder: Install, protect, and repair vapor-retarder sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
  - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.
  - 2. Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus 3/4 inch (19 mm).
- C. Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.



1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

D. Joints: Construct joints true to line with faces perpendicular to surface plane of concrete.

1. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.
2. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - a. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
3. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
  - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
  - b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

E. Tolerances: Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

### 3.2 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- B. Do not add water to concrete during delivery, at Project site, or during placement.
- C. Consolidate concrete with mechanical vibrating equipment.

### 3.3 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch (6 mm) in height rubbed down or chipped off.
  1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Completely remove fins and other projections.
  1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, damp proofing, veneer plaster, or painting.
  2. Do not apply rubbed finish to smooth-formed finish.
  3. Apply [smooth-rubbed] or [cork-floated] finish, defined in ACI 301, to smooth-formed finished concrete.

- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.4 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.
  - 1. Do not further disturb surfaces before starting finishing operations.
- C. Scratch Finish: Apply scratch finish to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finish, unless otherwise indicated.
- D. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- E. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- F. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- G. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

### 3.5 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions occur before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Cure formed and unformed concrete for at least seven days as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist with [water], [continuous water-fog spray] or [absorptive cover, water saturated and kept continuously wet].
  - 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 (300 mm), 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.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Tests will be performed according to ACI 301.
  1. Testing Frequency: One composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  2. Testing Frequency: At least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

END OF SECTION 03300

SECTION 04 05 11  
MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for masonry sacking

1.02 REFERENCE STANDARDS

- A. ASTM C91/C91M - Standard Specification for Masonry Cement 2018.
- B. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar 2018.
- C. ASTM C270 - Standard Specification for Mortar for Unit Masonry 2019a, with Editorial Revision.
- D. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete 2016.
- E. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry 2019a.
- F. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2016.

1.03 SUBMITTALS

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used. Also include required environmental conditions and admixture limitations.
- C. Samples: Submit two samples of mortar, illustrating mortar color and color range.
- D. Manufacturer's Installation Instructions: Submit packaged dry mortar manufacturer's installation instructions.

1.04 MOCK-UPS

- A. Provide minimum 48" wide by 48" high mockup of mortar sacking system indicated to demonstrate color, texture, and coverage thickness to verify preliminary selections made under Sample Submittals and to demonstrate aesthetic effects and set quality standards for material execution.
  - 1. Architect will select surface to represent surfaces and conditions for application of mortar sacking system specified in Part 3
  - 2. Compatibility and Adhesion: Check after one week of drying and curing. If coating system is not compatible, additional surface preparation may be required. Remove non-compatible coating immediately.
  - 3. Final approval of color selections will be base on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 4. Approval of mock-ups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect Specifically approves such deviations in writing.
  - 5. Do not proceed with remaining work until Architect approves mock-up.

6. Approved mock-ups maybe incorporated into the remaining work provided that it matches seamlessly.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pre-blended, dry mortar mix in moisture resistant containers designed for lifting and emptying into dispensing silo. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

#### 1.06 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Protect work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide shade and wind breaks and use cooled materials as required. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
- B. Cold Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

### PART 2 PRODUCTS

#### 2.01 SECTION INCLUDES

- A. Mortar for masonry sacking

#### 2.02 MATERIALS

- A. Use only Pre-Mixed and Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
  1. Type: Type N.
  2. Color: Architect to select from Manufacturer's standard colors..
  3. Manufacturers:
    - a. Argos.
    - b. Holcim.
    - c. Amerimix.
    - d. or approved equal.
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
- C. Water: Clean and potable.

## 2.03 MASONRY CLEANERS

- A. Provide appropriate brick and mortar standard-strength cleaner(s) designed for removing mortar/grout stains, efflorescence, and other stains from masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer.

## 2.04 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and manufacturer's instructions in quantities needed for immediate use.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio; mix in accordance with manufacturer's instructions, uniform in coloration.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.
- D. If water is lost by evaporation, re-temper only within two hours of mixing.

## PART 3 EXECUTION

### 3.01 PREPARATION & PROTECTION

- A. Clean existing brick wall to be free of dirt, grease, mildew, algae, mold, and the like that would interfere or prohibit the adhesion of the mortar sacking system.
- B. Keep walls dry during installation by covering at the end of each work period with non-staining waterproof membrane covering.
- C. Protect partially completed walls not being worked on with non-staining waterproof membrane until construction activities specified in other sections completes protection of walls.
- D. Covering: Overhang at least 2'-0" on each side of wall; anchor on each side of wall.
- E. Protect finished exposed work from stains.

### 3.02 INSTALLATION

- A. Install mortar to requirements of section(s) in which masonry is specified.
- B. Apply mortar to existing brick to the thickness and consistency as determined by the mock-up.

### 3.03 CLEANING

- A. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes
  - 3. Protect adjacent non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing the surfaces thoroughly with clean water.
  - 5. Remove excess masonry waste and legally dispose off Owner's property.

END OF SECTION 04 05 11

SECTION 04 20 00  
UNIT MASONRY

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Clay facing brick.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 05 11 - Masonry Mortaring and Grouting.

**1.03 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- B. ASTM C55 - Standard Specification for Concrete Building Brick 2022.
- C. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar 2018.
- D. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made from Clay or Shale) 2022.
- E. ASTM E514/E514M - Standard Test Method for Water Penetration and Leakage Through Masonry 2020.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of facing brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Qualification Statement (If proposing new brick. See product information below)
- E. Installer's Qualification Statement.

**1.05 MOCK-UPS**

- A. Construct a masonry wall as a mock-up panel sized 4 feet long by 2 feet high; include mortar, accessories, and structural backup in mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of work.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

## PART 2 PRODUCTS

### 2.01 BRICK UNITS

- A. Salvaged, used and/or reclaimed St. Louis Facing Brick to match size, texture and color of existing brick at main entrance.
- B. New brick to match existing St. Louis brick size, texture and color will be considered and reviewed at the discretion of the Architect and Owner. New brick shall be provided by a reputable brick manufacturer as listed below:
  - 1. Manufacturers:
    - a. Belden Brick Company
    - b. Cherokee Brick
    - c. Old Texas Brick
    - d. Glen Gery
  - 2. Substitutions: See section 01 60 00 - Product Requirements.

### 2.02 MORTAR AND GROUT MATERIALS

- A. Mortar and Grout: As specified in Section 04 05 11.

### 2.03 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:
  - 1. Blok-Lok Limited
  - 2. Hohmann & Barnard, Inc
  - 3. WIRE-BOND
  - 4. Heckman Building Products
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Flexible Anchors: 2-piece anchors that permitted for use and allows differential movement between masonry and concrete base, sized to provide not less than 1 1/2 inch of mortar coverage from masonry face.
  - 1. Adjustable Scew on Anchor Strap w/ triangle wire. Hot dip galvanized to ASTM A 153/A 153M, Class B
- C. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.



## 2.04 ACCESSORIES

- A. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## 2.05 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
  - 1. Exterior, loadbearing masonry: Type N.
  - 2. Exterior, non-loadbearing masonry: Type N.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.
- C. See Section 04 05 11 - Masonry Mortaring and Grouting for other requirements.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### 3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### 3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
- B. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- C. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

### 3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Brick Units:
  - 1. Bond: Running.
  - 2. Coursing: Three units and three mortar joints to equal 8 inches.

3. Mortar Joints: Raked.

### 3.05 PLACING AND BONDING

- A. Lay hollow masonry units with face shell bedding on head and bed joints.
- B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- C. Remove excess mortar and mortar smears as work progresses.
- D. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

### 3.06 CAVITY MORTAR

- A. Fill cavity between brick veneer and concrete with Mortar to adhere brick to concrete base in entirety.
- B. Do not fill cavity with excess mortar which would cause bricks to shift, protrude or cause the face of the brick veneer to be out of plane. Brick shall be straight, flush and true.
- C. Clean and prep concrete surface for adhesion of mortar as recommended by manufacturer for direct bond adhesion.

### 3.07 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Concrete Back-Up: Embed anchors to bond veneer at maximum 16 inches on center vertically and 16 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.

### 3.08 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

### 3.09 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION 04 20 00

## SECTION 06 13 00 - HEAVY TIMBER CONSTRUCTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes framing using timbers.

#### 1.2 DEFINITIONS

- A. Timbers: Lumber of 5 inches nominal or greater in least dimension.
- B. Inspection agencies, and the abbreviations used to reference them, include the following:
  - 1. NELMA - Northeastern Lumber Manufacturers Association.
  - 2. NLGA - National Lumber Grades Authority.
  - 3. SPIB - Southern Pine Inspection Bureau.
  - 4. WCLIB - West Coast Lumber Inspection Bureau.
  - 5. WWPA - Western Wood Products Association.

#### 1.3 SUBMITTALS

- A. Certificates of Inspection: Issued by lumber grading agency for exposed timber not marked with grade stamp.
- B. Certificates of Chain-of-Custody: Signed by mill certifying that timber was obtained from forests certified by a Forest Stewardship Council-accredited certification body to be in compliance with the Forest Stewardship Council's FSC 1.2 "Principles and Criteria." Include evidence that mill is certified for chain-of-custody by a Forest Stewardship Council-accredited certification body.

#### 1.4 QUALITY ASSURANCE

- A. Timber Standard: Comply with AITC 108, "Standard for Heavy Timber Construction."
- B. Forest Certification: Provide timber obtained from forests certified by a Forest Stewardship Council-accredited certification body to be in compliance with the Forest Stewardship Council's FSC 1.2 "Principles and Criteria."

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Schedule delivery of heavy timber construction to avoid extended on-site storage and to avoid delaying the Work.

## PART 2 - PRODUCTS

### 2.1 HEAVY TIMBER, GENERAL

- A. General: Comply with DOC PS 20 and grading rules of lumber grading agencies certified by American Lumber Standards Committee Board of Review, as applicable.
  - 1. Factory mark each item of timber with grade stamp of grading agency.
  - 2. For exposed timber indicated to receive a stained or natural finish, apply grade stamps to surfaces that will not be exposed to view or omit grade stamps and provide certificates of grade compliance issued by grading agency.

### 2.2 TIMBER

- A. Timber Species and Grade: Balsam fir, Douglas fir-larch, Douglas fir-larch (North), hem-fir, southern pine, western hemlock, or western hemlock (North); Select Structural, No. 1, or No. 2. NELMA, NLGA, SPIB, WCLIB, or WWPA.
- B. Timber Species and Grade: Alaska cedar; Select Structural, No. 1, or No. 2. WCLIB.
- C. Timber Species and Grade: Douglas fir-larch or Douglas fir-larch (North); Dense Select Structural, Select Structural, No. 1 Dense, No. 1, or No. 2. NLGA, WCLIB, or WWPA.
- D. Timber Species and Grade: Hem-fir or hem-fir (North); Select Structural, No. 1, or No. 2. NLGA, WCLIB, or WWPA.
- E. Timber Species and Grade: Southern pine; Dense Select Structural, Select Structural, No. 1 Dense, No. 1, No. 2 Dense, or No. 2. SPIB.
- F. Timber Species and Grade: Any species and grade that, for moisture content provided, complies with required structural properties.
  - 1. Allowable Stress Ratings for 12 inches (305 mm) Depth: Fb 1300 psi (9.0 MPa) and E 1,300,000 psi or as indicated on Drawings.
- G. Moisture Content: Provide timber with 19 percent maximum moisture content at time of dressing.
- H. Dressing: Provide dressed timber (S4S) or timber that is rough sawn (Rgh) or as indicated on Drawings.
- I. End Sealer: Manufacturer's standard, transparent, colorless wood sealer that is effective in retarding the transmission of moisture at cross-grain cuts.
  - 1. Use sealer that meets or exceeds VOC and chemical component limits of Green Seal requirements.
- J. Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer that is compatible with indicated finish.
  - 1. Use sealer that meets or exceeds VOC and chemical component limits of Green Seal requirements.

## 2.3 ROUND WOOD POLES

- A. Round Wood Poles: Clean-peeled wood poles complying with ASTM D 3200; with at least 80 percent of inner bark removed and with knots and limbs cut flush with the surface.
- B. Species: No.2 southern pine or equal.

## 2.4 TIMBER CONNECTORS

- A. General: Unless otherwise indicated, fabricate from the following materials:
  - 1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36/A 36M.
  - 2. Round steel bars complying with ASTM A 575, Grade M 1020.
  - 3. Hot-rolled steel sheet complying with ASTM A 1011, Structural Steel, Type SS, Grade 33.
- B. Provide bolts, 3/4 inch (19 mm), unless otherwise indicated, complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); nuts complying with ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Provide shear plates, 2-5/8 inches (66.7 mm) or 4 inches (102 mm) in diameter, complying with ASTM D 5933.
- D. Finish steel assemblies and fasteners with rust-inhibitive primer, 2-mil (0.05-mm) dry film thickness.
- E. Hot-dip galvanize steel assemblies and fasteners after fabrication to comply with ASTM A 123/A 123M or ASTM A 153/A 153M.

## 2.5 FABRICATION

- A. Shop fabricate members by cutting and restoring exposed surfaces to match specified surfacing. Pre-drill for fasteners and assembly of units.
  - 1. Finish exposed surfaces to remove planing or surfacing marks and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
- B. Seal Coat: After fabricating and surfacing each unit, apply a saturation coat of penetrating sealer on surfaces of each unit.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Erect heavy timber construction true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.
- B. Fit members by cutting and restoring exposed surfaces to match specified surfacing. Pre-drill for fasteners and assembly of units.
  - 1. Finish exposed surfaces to remove planing or surfacing marks and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
  - 2. Coat crosscuts with end sealer.

- C. Install timber connectors as indicated.
  - 1. Install bolts with orientation as indicated or, if not indicated, as directed by Architect.
- D. Repair damaged surfaces and finishes after completing erection. Replace damaged heavy timber construction if repairs are not approved by Engineer or Architect.

END OF SECTION 06 13 00

SECTION 06 61 00  
FIBERGLASS CUPOLA

FIBERGLASS CUPOLA

**1.01 RELATED DOCUMENTS**

- A. Drawings, conditions of the contract and Division 1 Specifications sections, apply to work of this section.

**1.02 SUMMARY**

- A. Section Includes: Architectural Fiberglass Reinforced Polymer (FRP) Decorative Self-Supporting Cupola for exterior application.

**1.03 RELATED SECTIONS**

- A. Section 06100 – Rough Carpentry: Framing of opening and blocking.

**1.04 DESIGN REQUIREMENTS**

- A. Architectural fiberglass cupola shall be designed as a self-supporting fiberglass structure with integral framing system. No additional skeleton structural framing shall be required to support the fiberglass cupola.
- B. Installed architectural fiberglass cupola and fastening systems shall be designed, engineered, fabricated, and installed to conform to the state codes, local codes, and the Architect's design.

**1.05 SUBMITTALS**

- A. Shop Drawings: Include plans, elevations, sections, profiles, and details of cupola sections. Illustrate dimensions, adjacent construction, materials, thickness, fabrications details, required clearances, field jointing, colors, finishes, methods of support, attachments, anchorage to substrates, integration of components, and list of part numbers that coordinate with labeled architectural fiberglass parts.
- B. Professional Engineering: Contractor shall provide calculations and stamped drawings by P.E. registered in the state of cupola installation, to meet all state and local codes.
- C. Submit Manufacturer's current valid certification with the Certified Composites Technician (CCT) program created by the American Composites Manufacturers Association (ACMA).
- D. Submit Manufacturer's internal Quality Control & Assurance Procedures based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products" upon request.
- E. Product Data: Submit Manufacturer's product data and installation instructions.
- F. Product Samples: Submit minimum 3-inch x 5-inch samples in specified color, texture and finish when applicable.

**1.06 QUALITY ASSURANCE**

- A. Obtain architectural fiberglass cupola from a single source manufacturer that has the ability and resources to comply with the requirements and schedule of the project.
- B. Manufacturer to comply with Quality Control & Assurance Procedures and fabricate architectural fiberglass based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products".

- C. Inspect each molded cupola section to ensure that it complies with specified requirements, including nominal dimensions.

#### 1.07 MANUFACTURER'S QUALIFICATIONS

- A. Manufacturer: Provide products manufactured by a firm specializing in the manufacture of fiberglass architectural cupolas, in the United States with a minimum of ten (10) years experience.
- B. Manufacturer shall demonstrate current valid certification and participation in the CCT program and fabricate material based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products".
- C. Provide verification that architectural fiberglass cupola meets or exceeds products specified.

#### 1.08 DELIVERY, STORAGE AND HANDLING

- A. Handle, store and transport architectural fiberglass cupola according to Manufacturer's recommendations and in a manner that prevents damage.
- B. Protect architectural fiberglass from damage by retaining any shipping protection and store in a secure place until installation.
- C. Damage Responsibility: Except for damage caused by others, the installer is responsible for chipping, cracking, or other damage to fiberglass fabrications, after delivery to the jobsite and until installation is completed and inspected and approved by the Architect or Owner's representative.

#### 1.09 WARRANTY

- A. Warrant architectural fiberglass cupola to be free from defect due to materials and workmanship for one year.

### PART 2 – PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURERS AND PRODUCTS

1. Architectural Fiberglass, Inc. 8300 Bessemer Ave., Cleveland, Ohio 44127
  - a. Products:
    - 1) Large Pavilions: Cupola CST-694 w/ factory applied glossy metallic copper paint finish on roof.
    - 2) Small Pavilions: Cupola CST-693 w/ factory applied glossy metallic copper paint finish on roof.
    - 3) Cupolas are to be provided w/ a flying pelican copper finish weathervane w/ N-S-E-W compass as indicated in drawings. Contractor shall provide Architect and Owner with multiple options to choose from. Weathervane shall be made from material that will not rust, patina or fade.
    - 4) Cupola shall be hollow and provided with a solid continuous skin. No perforations, openings or other holes shall be provided in skin.
2. Or approved equal.



**2.02 FABRICATION PATTERNS/MOLDS**

- A. Custom Pattern/Mockups: Patterns and mockups shall be hand-carved and/or CNC machined by skilled pattern makers with minimum of ten (10) years experience with architectural elements. Patterns and mockups shall be available at manufacturing facility for Architect’s inspection and approval before molds are produced.
- B. Custom Molds: Molds shall be produced with ample layers of tooling resin, tooling gel-coat, glass fibers and/or flexible rubber by skilled mold makers with minimum of ten (10) years experience with architectural elements. Produced molds shall have rigidity and thickness to prevent distortion and deflection of molded architectural fiberglass.

**2.03 MATERIALS CHARACTERISTICS**

- A. MOLDED EXTERIOR SURFACE: U-V inhibited, NPG-ISO polyester gel coat, 18 to 22 mils thick. Color to match in texture and finish of sample supplied by Architect.
- B. BARRIER COAT: Specifically formulated backup polyester surface veil 18-20 mils thick to prevent glass print through and ultimate Class A finish.
- C. BACK UP LAMINATE:
  - 1. Resin: Polyester resin shall be fire retardant and meet Class 1 flame spread rating of 25 or less and smoke density under 450 without the use of antimony trioxide as characterized by the ASTM E-84 tunnel test at typical 1/8” glass mat laminate. General purpose resin will not be permitted.
  - 2. Filler: Functional filler to be added to resin matrix to minimize shrinkage, add stiffness, control opacity, add fire retardance, improve surface finish, minimize crazing, and control dimensional stability from weather extremes.
  - 3. Fiberglass Reinforcement: Type “E” fiberglass, glass cloth, matt and/or random chopped glass fibers. Glass content approximately 20% to 30%.
  - 4. Laminate Thickness: Nominal laminate shall be minimum 3/16” thickness. Larger cupola sections shall be manufactured with additional core reinforcements and/or sandwich structure added as required for rigidity and structural integrity.

**2.04 FABRICATION**

- A. Cupola shall be fabricated with integral framing system without the need for additional skeleton framing after assembly.
- B. Cupola sections shall be formed with assembly bolting flanges on the interior of the structure with sufficient depth to provide structural integrity and to accommodate gaskets, fasteners, and sealant.
- C. Cupola sections shall be manufactured for proper panel-to-panel alignment and for weather-tight installation.
- D. Connection flanges shall be reinforced with plywood or other treated rot-proof material for connection to building substrate.
- E. Cupola sections shall be factory pre-drilled, labeled, and pre-assembled for field reassembly.

**2.05 AVERAGE MECHANICAL PROPERTIES:**

PROPERTY	VALUE	TEST METHOD

Tensile Strength	12,000 PSI	
Flexural Strength	20,000 PSI	ASTM D638
Flexural Modulus	0.9 x 10 <sup>6</sup> PSI	ASTM D790
Compressive Strength	17,000 PSI	ASTM D790
Bearing Strength	9,000 PSI	ASTM D695
Thermal Expansion	10 x 10 <sup>-6</sup> (°F)	ASTM D638
Specific Gravity	1.5	

**2.06 FINISH**

- A. Cupola shall be finished with colored gel coat or Sherwin Williams Polane S Plus Polyurethane Enamel Coating or approved equal as selected by Architect or Owner’s representative. Surface texture / exposed side shall be smooth or textured based upon approved sample.

**2.07 TOLERANCES**

- A. Part Thickness: + or – 1/8 inch.

**2.08 GEL COAT THICKNESS: + OR – 2.5 MILS.**

- A. Length: + or – 1/8.
- B. Variation from Square: 1/8 inch.
- C. Hardware Location Variation: + or – 1/4 inch.

**2.09 IDENTIFICATION**

- A. Identify each architectural fiberglass cupola section to coordinate with shop drawings.
- B. Number cupola sections showing sequence of assembly.

**2.10 CURING AND CLEANING**

- A. Cure and clean components prior to shipment and remove material which may be:
  1. Toxic to plant or animal life.
  2. Incompatible with adjacent building material.

**2.11 ANCHORS AND FASTENERS**

- A. Contractor to provide anchors, fasteners, gaskets, and other accessories for proper installation of architectural fiberglass cupola as recommended and approved by fiberglass fabrication manufacturer. Cupola manufacturer to specify the above accessories.

- B. Attachment method shall be provided by cupola manufacturer and reviewed by a Professional Engineer. Contractor shall provide calculations and stamped drawings by P.E. registered in the state of cupola installation, to meet all state and local codes.

### PART 3 – EXECUTION

#### 3.01 PRE-INSTALLATION EXAMINATION

- A. Carefully observe and verify field conditions that substrates are ready for installation of architectural fiberglass Cupola. Contractor shall verify on-site dimensions with shop drawings and assume full responsibility for fitting the components to the structure.
- B. Verify that bearing surfaces are true and level.
- C. Verify that cupola connection framing has been constructed to allow accurate placement, alignment and connection of architectural fiberglass cupola to structure.
- D. Report discrepancies between design dimensions and field dimensions, which could adversely affect the cupola installation, to the Architect and/or Owner's representative.
- E. Do not proceed with installation of cupola until discrepancies are corrected, or until installation requirements are modified and approved by the Architect and/or Owner's representative.
- F. Beginning of installation means acceptance of existing conditions and fiberglass materials.

#### 3.02 INSTALLATION

- A. Install architectural fiberglass cupola in accordance with Manufacturer's instructions and approved shop drawings.
- B. Apply continuous run of sealant and expandable cellular foam gasket as recommended per Manufacturer's instructions and approved shop drawings to the bolting flanges of all sections for weather-tight installation.
- C. Cupola to be assembled on level surface and raised into place.
- D. Flashing shall be installed around the perimeter of the cupola structure per Manufacturer's instructions and approved shop drawings.
- E. Exterior cupola shall receive final sealant application on the exterior joints after installation.
- F. Contractor to fill countersunk screwheads w/ matching gelcoat patching material supplied by cupola manufacturer and installed per manufacturer's recommendations. Patching shall be applied in a way that allows flush, even and smooth transitions between it and adjacent materials.

#### 3.03 ALLOWABLE TOLERANCES FOR INSTALLED UNITS

- A. Maximum Offset from True Alignment: 1/4 inch in 20 feet.
- B. Maximum Variation from True Position: 1/2 inch in 20 feet.

#### 3.04 CLEANING

- A. Clean installed architectural fiberglass cupola using cleaning methods and material approved by Manufacturer.

#### 3.05 PROTECTION OF INSTALLED FABRICATIONS

- A. Comply with Manufacturer's recommendations and instructions for protecting installed cupola during construction activities.

END OF SECTION 06 61 00

SECTION 07 31 13  
ASPHALT SHINGLES

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing

**1.02 RELATED SECTIONS**

- A. Section 06 10 00 – Rough Carpentry

**1.03 REFERENCES**

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum- Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D-4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
- N. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.

- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
  - 1. ASTM E 108/UL 790 Class A Fire Resistance
  - 2. ASTM D 3161/UL 997 Wind Resistance.
- E. ASTM D 3462

#### **1.05 QUALITY ASSURANCE**

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual
- B. Pre-Installation Meeting - Conduct a pre-installation meeting at the site prior to commencing work of this section. Require attendance of entities directly concerned with roof installation. Agenda will include the following:
  - 1. Installation procedures and manufacturer's recommendations
  - 2. Safety procedures
  - 3. Coordination with installation of other work
  - 4. Availability of roofing materials.
  - 5. Preparation and approval of substrate and penetrations through roof.
  - 6. Other items related to successful execution of work
- C. Pre-Installation Meeting: Regulatory Requirements Products must conform with the following:
  - 1. International Code Council – International Building Code 2021
- D. Maintain one copy of manufacturers application instructions on the project site.
- E. Verify that manufacturer's label contains references to specified ASTM standards.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Store Products in manufacturer's unopened packaging until ready for installation
- B. Store and dispose of solvent based materials and materials used with solvent based materials, in accordance with requirements of authorities having jurisdiction.
- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

### 1.07 PROJECT CONDITIONS

- A. Anticipate and observe environmental conditions (temperature, humidity, and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's absolute limits.
- B. Extra Material – Furnish under provision of section 01 70 00
- C. Provide 100 square feet of extra shingles of each color specified.
- D. Take special care when applying Waterproofing Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack underlayment in place if it does not adhere immediately to the deck.

### 1.08 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
  - 1. CertainTeed Landmark Pro Lifetime Limited Warranty or approved equal.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty (CertainTeed's Surestart) or approved equal.
- C. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard options for transferring warranty to a new owner.
- D. Wind Warranty: Contractor shall install roofing to comply with all manufacturer's conditions and instructions to provide Owner 130 mph wind warranty for first 15 years.
- E. Refer to manufacturer's warranty for adjustments for commercial applications.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Basis of Design: CertainTeed Corporation
- B. Owens Corning
- C. GAF
- D. All manufacturer's listed in this section are to be considered the basis of design. Approved equals and requests for substitutions will be considered in accordance with provisions of Section 01 60 00

### 2.02 ASPHALT FIBERGLASS SHINGLES

- A. CertainTeed Landmark Pro : Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161/UL997 80-mph Wind Resistance and UL Class A Fire Resistance; glass fiber mat base; ceramically colored algae resistant granules across entire face of the shingle; two-piece laminated shingle.
- B. Weight: (250 pounds East Coast) (270 pounds West Coast) pounds per square (100 square feet) (14.6 kg/sq m)
- C. Color: As indicated in drawings.
- D. Approved equals and requests for substitutions will be considered in accordance with provisions of Section 01 60 00

### 2.03 SHEET MATERIALS

- A. Valley Protection: CertainTeed "WinterGuard"; ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and "split" back plastic release film; provide material warranty equal in duration to that of shingles being applied.
  - 1. CertainTeed WinterGuard HT
  - 2. or approved equal
- B. Eaves Protection: CertainTeed "WinterGuard"; ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and "split" back plastic release film; provide material warranty equal in duration to that of shingles being applied.
  - 1. CertainTeed WinterGuard HT
  - 2. or approved equal
- C. Underlayment: CertainTeed "RoofRunners", ASTM D 6757; asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles
  - 1. Or approved equal

### 2.04 FLASHING MATERIALS

- A. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish. Color coordinate with shingle color and be selected by Architect.
- B. Continuous Cleats: ASTM B 209; 0.032 (0.63mm) thick aluminum, mill finish.

### 2.05 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or  $\frac{3}{4}$  inch (19mm) into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II
- C. Pre-molded plastic ridge vent: Installed per manufacturer's recommendations for wide ridges.
  - 1. Cor-A-Vent
  - 2. CertainTeed
  - 3. Benjamin Obdyke

### 2.06 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01 70 00.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids.

### 3.02 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application

### 3.03 INSTALLATION – EAVE ICE DAM PROTECTION

- A. Place eave edge and gable metal edge flashing tight with fascia boards. Weather-lap joints 2 inches (50mm). Secure flange with nails spaced 8 inches (200 mm) on center.
- B. Apply eave protection waterproofing shingle underlayment as eave protection in accordance with manufacturer's instructions.
- C. Extend eave protection membrane minimum 24 inches (640 mm) up slope beyond interior face of exterior wall.

### 3.04 INSTALLATION – PROTECTIVE UNDERLAYMENT

- A. Roof Slopes 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.
- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements with eaves protection waterproofing shingle underlayment.

### 3.05 INSTALLATION – VALLEY PROTECTION

- A. For "closed-cut," "woven," and "open" valleys, first place one ply of waterproofing shingle underlayment, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle an waterproofing membrane manufacturer.

### 3.06 INSTALLATON – METAL FLASHING

- A. Weather-lap joints minimum 3 inches (50 mm).
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

### 3.07 INSTALLATION- ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

### 3.08 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01 40 00.



- B. Visual inspection of the work will be provided by Owner. If conditions are unacceptable, Owner will notify the Architect.

**3.09 PROTECTION OF FINISHED WORK**

- A. Protect finished work under provisions of Section 01 70 00.
- B. Do not permit traffic over finished roof surface.

END OF SECTION 07 31 13

SECTION 07 41 13  
METAL ROOF PANELS

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Mechanically-seamed, standing seam metal roof panels, with related metal trim and accessories.

**1.02 REFERENCES**

- A. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
- B. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.
- C. American Society of Civil Engineers (ASCE): [www.asce.org/codes-standards](http://www.asce.org/codes-standards):
- D. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- E. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- F. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
  - 1. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- G. ASTM A 980 - Standard Specification for Steel, Sheet, Carbon, Ultra High Strength Cold Rolled.
- H. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
- I. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- J. ASTM D 1003 - Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.
- K. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- L. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
- M. ASTM E 1514 - Standard Specification for Structural Standing Seam Steel Roof Panel Systems.
- N. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- O. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- P. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- Q. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- R. CRRC-1-2008 - CRRC Product Rating Program.

- S. ANSI/FM 4471 - Approval Standard for Class 1 Panel Roofs.
- T. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.
- U. UL 580 - Tests for Uplift Resistance of Roof Assemblies

### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.
  - 1. Coordinate building framing in relation to metal panel system.
  - 2. Coordinate openings and penetrations of metal panel system.
  - 3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

### 1.04 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.
  - 1. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
- C. Installer Qualifications: Experienced Installer [certified by metal panel manufacturer] with minimum of five years experience with successfully completed projects of a similar nature and scope.
  - 1. Installer's Field Supervisor: Experienced mechanic certified by metal panel manufacturer supervising work on site whenever work is underway.

### 1.05 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.
  - 1. Indicate points of supporting structure that must coordinate with metal panel system installation.
  - 2. Include data indicating compliance with performance requirements.
  - 3. Include structural data indicating compliance with requirements of authorities having jurisdiction.
- C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
- D. Samples for Verification: Provide 12-inch- (305 mm-) long section of each metal panel profile. Provide color chip verifying color selection.

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.
- B. Qualification Information: For Installer firm and Installer's field supervisor.
- C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.
- D. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
  - 1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
  - 2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

#### 1.09 COORDINATION

- A. Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.

#### 1.10 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
- B. Special Weathertightness Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail to remain weathertight, including leaks, without monetary limitation within 20 years from date of Substantial Completion.
- C. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 25 years from date of Substantial Completion including chalking, fading, failure of adhesion, peeling,

### PART 2 PRODUCTS

#### 2.01 MANUFACTURER

- A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems
- B. McElroy Metal
- C. ATAS International

- D. Approved Equal

## 2.02 PERFORMANCE REQUIREMENTS

- A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. System Performance: Comply with ASTM E 1514 and requirements of this Section.
- C. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated in drawings.
  - 1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
- D. Air Infiltration, ASTM E 1680: Maximum 0.09 cfm/sq. ft. (0.457 L/s per sq. m) at static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- E. Water Penetration Static Pressure, ASTM E 1646: No uncontrolled water penetration at a static pressure of 12 lbf/sq. ft. (575 Pa).
- F. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

## 2.03 METAL ROOF PANELS

- A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by lapping and mechanically interlocking edges of adjacent panels, and attaching panels to supports using concealed clips and fasteners in a weathertight installation.
  - 1. Basis of Design: MBCI, SuperLok, [www.mbc.com/superlok.html](http://www.mbc.com/superlok.html).
  - 2. Thickness: 24 ga.
  - 3. Panel Surface: Smooth with striations in pan
  - 4. Exterior Finish: Modified silicone-polyester two-coat system
  - 5. Color: As indicated in drawings.
  - 6. Panel Width: 16 inches (406 mm)
  - 7. Panel Seam Height: 2 inch (50.8 mm).
  - 8. Joint Type: Mechanically seamed.

## 2.04 METAL ROOF PANELS - UNDERLAYMENT

- A. Eaves Protection and Underlayment: ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and "split" back plastic release film; provide material warranty equal in duration to that of metal panel being applied.
  - 1. Certainteed WinterGuard HT

2. Owens Corning WeatherLock
3. Or approved equal

## 2.05 FABRICATION

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

## 2.06 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. Modified Silicone-Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat, meeting solar reflectance index requirements.
  1. Basis of Design: MBCI, Signature 200.
  2. or approved equal

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
  1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
  2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
    - a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
    - b. 3/8 inch (9 mm) over any single roof plane.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

### 3.02 PREPARATION

- A. Miscellaneous Supports: Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.

- B. Flashings: Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."
- C. Install underlayment and eave protection per manufacturer's recommendations for low slope roofs.

### 3.03 METAL PANEL INSTALLATION

- A. Mechanically-Seamed, Standing Seam Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
  - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  - 2. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
  - 3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
  - 4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

### 3.04 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
  - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
  - 3. Provide concealed fasteners except where noted on approved shop drawings.
  - 4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
  - 1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

### 3.05 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION 07 41 13

SECTION 07 62 00  
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counter flashings, exterior penetrations, and trim.
- B. Sealants for joints within sheet metal fabrications.

**1.02 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2021a.
- D. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction 2022.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- G. CDA A4050 - Copper in Architecture - Handbook current edition.
- H. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.



## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim:
  - 1. ALUCOBOND USA: [www.alucobondusa.com/#sle](http://www.alucobondusa.com/#sle).
  - 2. Fairview Architectural LLC: [www.fairview-na.com/#sle](http://www.fairview-na.com/#sle).
  - 3. Or approved equal.
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209/B209M, 3005 alloy, H12 or H14 temper; 18 gauge, 0.040 inch thick; plain finish shop pre-coated with silicone modified polyester coating.
  - 1. Color: As selected by Architect from manufacturer's standard colors.

### 2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.

### 2.04 EXTERIOR PENETRATION FLASHING PANELS

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

### 2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### 3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

### 3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.

END OF SECTION 07 62 00

SECTION 09 90 00  
PAINTING AND COATING

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Exterior painting and coating systems.
- C. Scope:
  - 1. Finish surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
    - a. Exterior:
      - 1) Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, ferrous metal.
      - 2) Wood: Including pressure-treated lumber

**1.02 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. SCAQMD 1113 - Architectural Coatings 1977, with Amendment (2016).
- C. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning 2018.
- E. SSPC-SP 3 - Power Tool Cleaning 2018.
- F. SSPC-SP 6 - Commercial Blast Cleaning 2007.

**1.03 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Clean-up information.

- C. Samples: Submit four paper draw-down samples, 8-1/2 by 11 inches in size, illustrating specified color for each finishing product specified.
- D. Manufacturer's Instruction: Submit special surface preparation procedures and substrate conditions requiring special attention.
- E. Maintenance Data: Submit coating maintenance manual including finish schedule showing where each product/color/finish was used, product technical data sheets, safety data sheets (SDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
  - 2. Label each container with color in addition to manufacturer's label.

#### 1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience and approved by manufacturer.
- B. Paint exposed surfaces. If a color of finish, or surface is not specifically mentioned, Architect will select from standard products, colors, and sheens available.
- C. Do not paint prefinished items, concealed surfaces, operating parts, and labels unless indicated.

#### 1.05 MOCK-UPS

- A. Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample Submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- B. Locate where directed by Architect.
- C. Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by Tape Test. If coating system is incompatible, additional surface preparation up to and including complete removal may be required.
- D. Final approval of color selections will be based on mockups.
  - 1. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to owner.
- E. Approval of mockups does not constitute approval of deviations from the contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- F. Do not proceed with remaining work until the Architect approves the mock-up.
- G. Mock-up may remain as part of the work.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.
- C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.
- D. Handling: Maintain a clean, dry storage area to prevent contamination or damage to materials.
- E. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.07 FIELD CONDITIONS

- A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.
- B. Follow manufacturer's recommended procedures for producing the best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Manufacturers:
  - 1. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The products indicated; [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle)).
  - 2. Benjamin Moor \$ Co.
  - 3. PPG Industries, Inc.
  - 4. Farrel-Calhoun

#### 2.02 PAINTINGS AND COATINGS

- A. General:
  - 1. Provide factory-mixed coatings unless otherwise indicated.
  - 2. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.
- B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- C. Color: As indicated in drawings

#### 2.03 PAINT SYSTEMS - EXTERIOR

- A. Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, ferrous metal.
  - 1. Alkyd Systems, Water Based:

- a. Semi-Gloss Finish:
  - 1) 1st Coat: Sherwin-Williams Kem Kromik Universal Metal Primer, B50Z Series: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
    - (a) 5 mils wet, 2 mils dry per coat.
  - 2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Water Based Alkyd Urethane Enamel Semi-Gloss, B53 Series: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
    - (a) 4 to 5 mils wet, 1.4 to 1.7 mils dry per coat.

B. Wood: Including pressure-treated lumber, non-vehicular floors and platforms.

1. Stain Systems:

- a. Semi-Transparent Stain:
  - 1) 1st and 2nd Coat: Sherwin-Williams S-W WoodScapes Exterior Polyurethane Semi-Transparent Stain, A15T00005.
  - 2) Color: 3507 Riverwood:
  - 3) 100 to 350 sq ft/gal.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application. Existing coated metal to be clean, dry, and dull. All loose paint to be removed.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.
- D. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.

3. Remove rust, loose mill scale, and other foreign substances using methods recommended by paint manufacturer and blast cleaning according to SSPC-SP 6. Protect from corrosion until coated.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions.
- C. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.
- D. Regardless of number of coats specified, apply additional coats until complete hide is achieved.

### **3.04 PRIMING**

- A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to top coat manufacturers.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

### **3.06 PROTECTION**

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 90 00

SECTION 10 14 16  
PRE-FABRICATED SIGNAGE

PART 1 GENERAL

**1.01 SECTION INCLUDES**

- A. Related Documents: Provisions established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.
- B. Exterior signs

**1.02 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.

**1.03 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's product literature for each type of sign, indicating style, font, foreground and background colors, locations, and overall dimensions of each sign.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including dimensions, anchorage, accessories, and construction.
- D. Samples: Submit supplier's standard color chart for selection purposes and selected colors for verification purposes.
- E. Closeout Submittals:
  - 1. Submit operation and maintenance data for installed products, including precautions against harmful cleaning materials and methods.
  - 2. Submit warranty documents specified herein.
- F. Selection Samples: Where materials, colors, and finishes are not specified, submit two sets of color selection charts or chips.
- G. Manufacturer's qualification statement.
- H. Delegated Design Submittals: Any structural elements (excluding the signage foundation) deemed by the manufacturer to require a professional engineer to act as a components engineer for structural steel framing, cold-formed framing, and accessories including clips, anchors, connectors, screws, and attachment to structural foundation. Provide the following:
  - 1. Shop drawings affixed with a seal and signature of a professional engineer licensed in the state in which the project is located. All shop drawings shall be accompanied by a sealed set of calculations including all reactions. Shop drawings shall include elevations, sections, details, attachment methods, and any other drawings to comprehensively illustrate the engineered design intent.



2. Submittals indicating all applicable design loads, bearing points, connections, bracing, and all items pertaining to the safe fabrication and erection of components.
3. Determination, engagement, and payment of the professional engineer aforementioned is the responsibility of the sign manufacturer and shall be included in their proposal during bidding. Failure to include fees for any delegated engineering requirements during bidding will result in the manufacturer absorbing this cost.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Supplier: Obtain all signage products in this and other signage specifications through a single supplier from a single manufacturer.
- C. Installer: Installation shall be performed by an installer specialized and experienced in work similar to that required for this project.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.
- B. Store under cover and elevated above grade.
- C. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- D. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
- E. Store products protected from weather, temperature, and other harmful conditions as recommended by supplier.
- F. Handle products in accordance with manufacturer's instructions.
- G. Sign vendor to provide reorder Website to owner upon completion. Reorder Website shall include order forms, sign drawings, copy list and price sheet.

#### 1.06 WARRANTY

- A. Manufacturer's Warranty: Submit manufacturer's standard warranty document executed by authorized company official.
  1. Warranty Period: Three years from product ship date.

### PART 2 PRODUCTS

#### 2.01 SIGNAGE SYSTEMS

- A. Manufacturers
  1. Basis of Design: ASI Signage Innovations, 1101 24th Street Kenner, Louisiana 70062-5266; (504) 704 1000 telephone; (504) 704 1006 facsimile; Contact Kristen Landry, (504)-554-1561 kristen.landry@asisignage.com
  2. OPA Signs & Graphics, 2300 Earhart Blvd, New Orleans, LA 70113; (504)-524-1415
  3. 3Form; info@3-form.com 1-800-726-0126

B. Acceptable Product: ASI Legacy™ Series, Non-Illuminated

1. Other manufacturers shall submit an equivalent style signage system 10 days prior to the advertised bid date before Approval is issued. The equivalency shall be the sole discretion of the Architect.
2. Substitutions: See Section 01 60 00 - Product Requirements.

C. Sign Type Design

1. Sign Type: Facility Sign
  - a. Qty: As indicated in drawings.
  - b. See drawings for artwork, dimensions, and location.
  - c. Materials:
    - 1) See drawings for material location
    - 2) Acrylic cladding: Architect to select color from manufacturer's full range of standard colors
    - 3) Acrylic letters and logo: Architect to select colors from manufacturer's full range of standard colors. Include one custom color to be coordinated with owner.
    - 4) Aluminum cladding with stained wood look: Architect to select color from manufacturer's full range of standard colors
  - d. Framing: Constructed with welded non-corrosive metal tube frames and angles per manufacturer's recommendations and requirements. Contractor to include a \$5,000 allowance for framing per sign in the instance the signage manufacturer cannot supply materials. Metal frame to be attached to structural foundation.
  - e. Skin: Acrylic cladding to be a thickness as recommended by manufacturer for proposed application. Aluminum cladding to a thickness as recommended by the manufacturer for proposed application.
  - f. Letters and Logos: Acrylic letters to be a thickness as recommended by the manufacturer for the proposed application and must not be less than 1/2" thick. Mount per manufacturer's recommendations. Artwork to be coordinated with architect and owner.
    - 1) Character Color: to be selected by architect from manufacturer's full range of colors; include one custom color
    - 2) Character Font: to be selected by architect/owner
    - 3) Character Case: to be selected by architect/owner
  - g. Additional Cabinet Surfaces Mounted to Main Cabinet:
    - 1) Deep Aluminum Tube Frame w/ Aluminum Face. Small cabinet Screwed Into Main Cabinet. Small Cabinet offset Main Cabinet. See drawings
    - 2) Acrylic Logo, Cabinet and Logo Painted (1) Color Ea.
  - h. Mounting: Square corner, non-corrosive metal pole w/ non-corrosive metal plate and fasteners as required by manufacturer for attachment to concrete foundation.

2. Sign Type: Street Light Banner
  - a. Qty: As indicated in drawings. One unit to include two banners on each pole light.
  - b. See drawings for artwork, dimensions, and location. Artwork to be coordinated with architect and owner.
  - c. Mounting: Aluminum brackets to be painted
  - d. Banner: 1/4" thick aluminum to be painted, with double-sided acrylic graphics
  - e. Acrylic letters and logo: Architect to select color from manufacturer's full range of standard colors. Include one custom color to be coordinated with owner. Acrylic letters to be a thickness as recommended by the manufacturer for the proposed application
  
3. Sign Type: Pedestrian Kiosk
  - a. Qty: As indicated in drawings.
  - b. See drawings for artwork, dimensions, and location. Artwork to be coordinated with architect and owner.
  - c. Letters and Logos:
    - 1) Acrylic to a thickness as recommended by the manufacturer for the proposed application. Acrylic Painted (1) color and (1) custom color.
  - d. Mount per manufacturer's recommendations.
  
4. Sign Type: Vinyl Graphic at Pedestrian Kiosk
  - a. Qty: As indicated in drawings.
  - b. See drawings dimensions, and location.
  - c. Artwork to be coordinated with architect and owner.
  - d. Material: Printed graphic on vinyl
  - e. Mount per manufacturer's recommendations.

D. Fabrication - General:

1. General: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction. Coordinate with Architect and Owner on all items indicated.
2. Allow for thermal movement resulting from a maximum ambient temperature change (range) of 100 deg F (38 deg C). Design, fabricate, and install sign assemblies to prevent buckling, opening up of joints, and over-stressing of welds and fasteners.
3. Mill joints to a tight, hairline fit. Form joints exposed to the weather to exclude water penetration.
4. Preassemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in a location not exposed to view after final assembly.
5. Conceal fasteners if possible; otherwise, locate fasteners to appear inconspicuous.

6. Form panels to required size and shape. Comply with requirements indicated for design, dimensions, finish, color, and details of construction.
7. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.
8. Increase material or reinforce with concealed stiffeners or backing materials as required to produce surfaces without distortion, buckles, warp, or other surface deformations.

E. Accessories

1. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined.
  - a. Use concealed fasteners and anchors unless indicated to be exposed.
  - b. Furnish stainless steel devices unless noted otherwise.

**2.02 REGULATORY REQUIREMENTS**

- A. Comply with local authority having jurisdiction for all signage requirements including but not limited to, permits, size, placement, style and materials.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Notify Architect if conditions are not suitable for installation of signs; do not proceed until conditions are satisfactory.
- C. Site Verification of Conditions: Verify installation conditions previously established under other sections are acceptable for product installation in accordance with manufacturer's instructions.
- D. Scheduling of installation by Contractor implies that substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.
- C. Install product in locations indicated using mounting methods recommended by sign manufacturer and free from distortion, warp, or defect adversely affecting appearance.
- D. Install product level, plumb, and at heights indicated.
- E. Install product at heights to conform to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and applicable local amendments and regulations.
- F. Protect from damage; repair or replace damaged items.

**3.03** CLEANING, PROTECTION, AND REPAIR

- A. Protect from damage; repair or replace damaged items.
- B. Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 10 feet.
- C. Remove temporary coverings and protection to adjacent work areas. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project in accordance with provisions in Division 1.

END OF SECTION 10 14 16

## **SECTION 260100 – BASIC ELECTRICAL REQUIREMENTS**

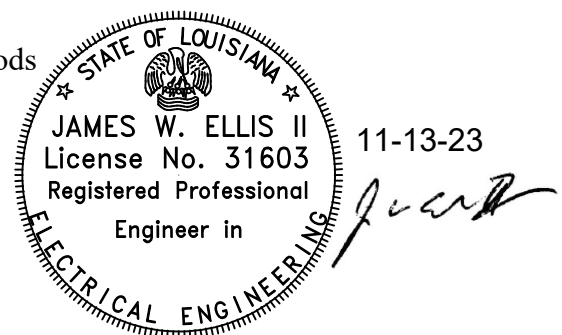
### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS**

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

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

- 260100 – Basic Electrical Requirements
- 261000 – Basic Electrical Materials and Methods
- 264000 – Panelboards



#### **DESCRIPTION OF WORK**

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

Also included in the work is the power wiring for connection of items indicated on the architectural plans.

#### **DRAWINGS AND SPECIFICATIONS**

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

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

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

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

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

## **LAWS, CODES, AND PERMITS**

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

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

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

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

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

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

## **JOB SITE**

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

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

## **TEMPORARY POWER**

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

## **SERVICE INTERRUPTIONS**

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

## **WARRANTY**

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

## **PART 2 – PRODUCTS**

### **MATERIALS**

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

Substitutions to materials listed on the drawings and specifications can be made as long as



they are approved as acceptable by the Architect. Requests for prior approval shall be submitted no later than seven working days prior to bidding. All requests for prior approval shall be in writing by providing a hard copy of the submittal data to the engineer's office.

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

## **SUBSTITUTIONS**

Names of manufacturers or catalog numbers are mentioned herein in order to establish a standard as to design quality. Other products similar in design and of equal quality may be used if submitted to the architect and found acceptable by him. Refer to the general conditions for additional information.

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

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

## **SUBMITTALS**

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

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

Items of division 16 shall be submitted in one package.

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

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

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

### **PART 3 – EXECUTION**

#### **INSTALLATION**

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

#### **AS-BUILT DRAWINGS & OPERATING INSTRUCTIONS**

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

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

#### **CUTTING AND PATCHING**

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

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

#### **EXCAVATING AND BACKFILLING**

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

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

## **PAINTING**

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

## **SERVICE EQUIPMENT MARKING**

In addition to other marking requirements, all service equipment shall be marked with the available fault current and the date of calculation of the fault current. See other areas of these specifications for additional labeling requirements. Labels shall be engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

END OF SECTION 260100

## **SECTION 261000 - BASIC ELECTRICAL MATERIALS AND METHODS**

### **PART 1 - GENERAL**

#### **SUMMARY**

This Section includes the following:

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

#### **QUALITY ASSURANCE**

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

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

Comply with NFPA 70.

#### **COORDINATION**

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

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

Coordinate electrical service connections to components furnished by utility companies.

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

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

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

## **PART 2 - PRODUCTS**

### **RACEWAYS**

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

FMC: Flexible metal conduit; zinc-coated steel.

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

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

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

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

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

### **WIRES, CABLES, AND CONNECTIONS**

All conductors shall have 600V insulation type THHN/THWN

Conductors in outdoor underground raceways shall be type THWN

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

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

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

All conductors shall be copper.

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

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

## **WIRING DEVICES**

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

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

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

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

Consult with the Architect for color selections before ordering devices.

Use multigang plates where devices are grouped together.

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

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

## **GROUNDING**

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

A grounding conductor shall be provided in all conduit.

## **SAFETY SWITCHES AND FUSES**

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

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

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

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

## **SUPPORTING DEVICES**

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

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

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

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

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

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

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

Expansion Anchors: Carbon-steel wedge or sleeve type.

Toggle Bolts: All-steel springhead type.

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

## **EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING**

Comply with requirements of electrical power utility company for current transformer cabinets, meter sockets, and modular meter centers.

## **PART 3 - EXECUTION**

### **ELECTRICAL EQUIPMENT INSTALLATION**

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

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

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

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

### **RACEWAY APPLICATION**

#### Outdoor Installations:

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

#### Indoor Installations:

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

### **RACEWAY AND CABLE INSTALLATION**

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



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

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

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

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

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

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

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

## **WIRING METHODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS**

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

Exposed Feeders: Insulated single conductors in raceway

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

Concealed Feeders in Concrete: Insulated single conductors in raceway.

Exposed Branch Circuits: Insulated single conductors in raceway.

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

Concealed Branch Circuits: Insulated single conductors in raceway.

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

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

Not Allowed: NM for branch circuits.

**Type MC cable shall not be acceptable.**

## **WIRING INSTALLATION**

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

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

## **ELECTRICAL SUPPORTING DEVICE APPLICATION**

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

Dry Locations: Steel materials.

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

## **SUPPORT INSTALLATION**

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

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

Support individual horizontal single raceways with separate, malleable-iron pipe hangers or clamps except use spring-steel fasteners for 1-1/2-inch and smaller single raceways above suspended ceilings and for fastening raceways to slotted channel and angle supports.

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

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

1. Wood: Wood screws or screw-type nails.

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

## **IDENTIFICATION MATERIALS AND DEVICES**

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

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

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

## **ELECTRICITY-METERING EQUIPMENT**

Install utility company metering equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

## **FIRESTOPPING**

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

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

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

## **MOUNTING HEIGHTS**

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

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

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

END OF SECTION 261000

## **SECTION 264000 - PANELBOARDS**

### **PART 1 - GENERAL**

#### **SUMMARY**

This Section includes distribution and branch-circuit panelboards.

#### **SUBMITTALS**

**Product Data:** For each type of panelboard, overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

**Shop Drawings:** For each panelboard, including the following:

1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following data:
  - a. Enclosure types and details for types other than NEMA 250, Type 1.
  - b. Bus configuration, and current, and voltage ratings.
  - c. Short-circuit current rating of panelboards and overcurrent protective devices.
  - d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices.
2. Wiring Diagrams: Power, signal, and control wiring.
3. The complete fault current coordination study and an arc flash hazard study.

**Panelboard Schedules:** For installation in panelboards. Submit final versions after load balancing.

Operation and maintenance data.

#### **QUALITY ASSURANCE**

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

Comply with NEMA PB 1.

Comply with NFPA 70.

## **PART 2 - PRODUCTS**

### **MANUFACTURERS**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Siemens Energy & Automation, Inc.
2. Square D Co.
3. General Electric

### **FABRICATION AND FEATURES**

Enclosures: Flush- and surface-mounted cabinets. NEMA PB 1, Type 1, suitable for environmental conditions at installed location.

1. Outdoor Locations: NEMA 250, Type 3R.
2. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
3. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.

Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.

Directory Card: A clear plastic directory holder shall be mounted inside panelboard door.

Provide arc flash hazard warning labels on all sections.

Bus: Hard-drawn copper, 98 percent conductivity.

Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

Panelboard Short-Circuit Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

Panelboards with Main Service Disconnect: Listed for use as service equipment.

Spaces for Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.

Feed-through Lugs: Locate at opposite end of bus from incoming lugs or main device.

## LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

## DISTRIBUTION PANELBOARDS

Doors: Front mounted, and secured with vault-type latch with tumbler lock; keyed alike.

Branch overcurrent protective devices shall be one of the following:

1. Bolt-on circuit breakers.
2. Fused switches.

## INTEGRATED TRANSIENT VOLTAGE SURGE SUPPRESSION DEVICES

Surge Protective Device (SPD)

1. SPD shall be Listed and Component Recognized in accordance with UL 1449 Second Edition to include Section 37.3 highest fault current category. SPD shall be UL 1283 listed.
2. SPD shall be installed by and shipped from the electrical distribution equipment manufacturer's factory.
3. The TVSS devices in lighting and appliance panelboards shall be bus mounted between the main and branch devices. TVSS devices bussed off the end of the panelboard are not allowed. Panelboards with TVSS will accommodate thru-feed lugs and sub-feed circuit breakers in single section and multi-section panelboards.
4. The TVSS devices in power distribution panelboards shall be cable connected.
5. SPD shall provide surge current diversion paths for all modes of protection; L-N, L-G, N-G in WYE systems.
6. SPD shall be modular in design. Each mode including N-G shall be fused with a 200kAIR UL recognized surge rated fuse and incorporate a thermal cutout device. TVSS shall safely reach an end-of-life condition when subjected to fault current levels between 0 and 200 kA, including low level fault currents from 5 to 5000 amperes.
7. Audible diagnostic monitoring shall be by way of audible alarm. This alarm shall activate upon a fault condition. An alarm on/off switch shall be provided to silence the alarm. An alarm push to test switch shall be provided.
8. SPD shall meet or exceed the following criteria:
  - a. Minimum surge current capability (single pulse rated) per phase shall be:
    - 1) Service Entrance Panelboard locations: 240kA per phase
    - 2) Distribution and lighting and Appliance Panelboard locations: 160kA per phase

b. UL 1449 Suppression Voltage Ratings:

<u>VOLTAGE</u>	<u>LOCATION</u>	<u>L-N</u>	<u>L-G</u>	<u>N-G</u>
208Y/120V	Distribution:	400V	400V	400V
480Y/277V	Distribution:	800V	800V	800V

9. SPD shall have a minimum EMI/RFI filtering of up to -30 dB over the range of 100 kHz to 100 MHz.
10. SPD shall be provided with one set of NO/NC dry contacts.
11. The manufacturer of the electrical equipment in which the TVSS is installed shall warrant the integrated TVSS device to be free from defects in material and workmanship for a period of ten (10) years from the date of invoice the manufacturer or its authorized sales channel.

## OVERCURRENT PROTECTIVE DEVICES

Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. GFCI Circuit Breakers: Single- and two-pole configurations with 5mA trip sensitivity.
3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
4. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage. Verify exact voltage of shunt trip with fire alarm vendor.

Fused Switch: NEMA KS 1, Type HD; clips to accommodate indicated fuses; lockable handle.

## PART 2 - EXECUTION

### INSTALLATION

Install panelboards and accessories according to NEMA PB 1.1.

Mounting Heights: Top of trim 86 inches above finished floor, unless otherwise indicated. Highest switch or breaker at 72" max above finished floor.

Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

Install filler plates in unused protective device spaces.



Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

Locate panelboards so that ratings are not reduced by heat from external sources.

## IDENTIFICATION

Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Basic Electrical Materials and Methods."

Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

## FIELD QUALITY CONTROL

Testing and Inspection: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

## TESTING AND ADJUSTMENTS

Provide labeling on all switchgear, motor control centers, switch boards, and additional equipment as required by NFPA 70.

END OF SECTION 264000

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## SECTION 31 10 00 - SITE CLEARING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing trees, shrubs, and other plant life.

### PART 2 PRODUCTS - Not Used

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.

#### 3.2 PROTECTION

- A. Protect trees, plant growth, and features designated to remain, as final landscaping.

#### 3.3 CLEARING

- A. Clear areas required for access to site and execution of Work to minimum depth of 6 inches.
- B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, and root system to depth of 18 inches.
- C. Clear undergrowth and deadwood, without disturbing subsoil.

#### 3.4 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Do not burn or bury materials on site. Leave site in clean condition.

#### 3.5 SCHEDULES

- A. Remove the following materials:
  - 1. Trees called out in plans to be removed.
  - 2. Trees, shrubs, and other plant life within proposed bio-swale, detention pond, and rain gardens.
- B. Protect the following materials:
  - 1. Trees.

END OF SECTION 31 10 00

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## SECTION 31 22 13 - SITE GRADING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Cutting, grading, filling, contouring, and compacting site to elevations indicated in Contract Documents.
- B. Related Sections:
  - 1. Section 31 10 00 - Site Clearing.
  - 2. Section 31 23 23 - Fill.

#### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
  - 3. ASTM D4643 - Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Heating.
  - 4. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

### PART 2 PRODUCTS - Not Used.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify existing conditions before starting work. The Contractor shall provide copies of any preconstruction topographic surveys to the Engineer in both digital and physical copies.
- B. Verify survey benchmark and intended elevations for the Work area as indicated on Drawings.

#### 3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Protect plant life, utilities, and other features remaining as portion of final site.
- C. Protect benchmarks, survey control point, existing structures, fences, paving, and curbs from excavating equipment and vehicular traffic.

#### 3.3 SITE EXCAVATION

- A. Excavate soil from areas to be regraded as indicated on the plans per the existing elevations.
- B. Excavate and process wet material to obtain optimum moisture content.
- C. Stockpile excavated material on site to depth not exceeding 8 feet and protect from erosion.

- D. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key placed fill material to slope to provide firm bearing.
- E. Stability: Replace damaged or displaced excavated material as specified for fill.

### 3.4 FILLING

- A. Fill areas to contours and elevations with onsite excavated materials.
- B. Place material in continuous layers as follows:
  - 1. On Site General Fill: Maximum nine (9) inches compacted uniformly to 92 percent of maximum density.
  - 2. On Site Structural Fill: Maximum nine (9) inches compacted uniformly to 95 percent of maximum density.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building/slabs minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

### 3.5 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

### 3.6 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with ASTM D1557.
- B. Perform in place compaction tests in accordance with the following:
  - 1. Compaction and Water Content: ASTM D6938.
  - 2. Testing and Analysis of Fill Material: ASTM D2216 and ASTM D4643.
- C. Frequency of Tests: One (1) test per 10,000 per square foot of Fill Area.

END OF SECTION 31 22 13

## SECTION 31 23 16 - EXCAVATION

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating for paving.
  - 2. Excavation for bio-swales.
  - 3. Excavation for detention pond.
  - 4. Excavation for rain gardens.
  
- B. Related Sections:
  - 1. Section 31 23 17 - Trenching: Excavating for utility trenches.
  - 2. Section 31 23 23 - Fill.

PART 2 PRODUCTS - Not Used.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- C. Protect benchmarks, survey control points, and existing structures from excavating equipment and vehicular traffic.

#### 3.2 EXCAVATION

- A. Excavate subsoil to accommodate paving, bio-swale, detention pond, and rain gardens.
- B. Repair or replace items indicated to remain damaged by excavation.

END OF SECTION 31 23 16

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## SECTION 31 23 17 - TRENCHING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating trenches for utilities.
  - 2. Compacted fill from top of utility bedding to subgrade elevations.
  - 3. Backfilling and compaction.
  
- B. Related Sections:
  - 1. Section 31 23 23 - Fill.
  - 2. Section 31 37 00 - Riprap.
  - 3. Section 32 11 23 - Aggregate Base Courses.

### PART 2 PRODUCTS

#### 2.1 FILL MATERIALS

- A. Select Bedding Material: Type A1 as specified in Section 32 11 23.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Protect plant life, lawns, and other features remaining as portion of final landscaping.

#### 3.2 TRENCHING

- A. Excavate subsoil required for utilities.

#### 3.3 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

END OF SECTION 31 23 17



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## SECTION 31 23 19 - DEWATERING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Surface water control system.
  - 2. Water disposal.
- B. Related Sections:
  - 1. Section 31 23 16 - Excavation: Excavation below ground water table.
  - 2. Section 31 23 17 - Trenching: Trenching for utilities below ground water table.

#### 1.2 DEFINITIONS

- A. Dewatering includes the following:
  - 1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations and/or trenches.
  - 2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations and/or trenches.
  - 3. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

#### 1.3 SYSTEM DESCRIPTION

- A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Design dewatering systems to:
  - 1. Lower water table within areas of excavation to permit Work to be completed on dry and stable subgrade.
  - 2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
  - 3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
  - 4. Prevent loss of fines, quick condition, or softening of foundation subgrade.
  - 5. Maintain stability of sides and bottoms of excavations and trenches and sides and bottoms of shafts.
- B. Design surface water control systems to:
  - 1. Collect and remove surface water and seepage entering excavation.

#### 1.5 QUALITY ASSURANCE

- A. Comply with authorities having jurisdiction for the following:
  - 1. Water discharge and disposal from pumping operations.
- B. Obtain permit from EPA under National Pollutant Discharge Elimination System (NPDES), for storm water discharge from construction sites.

#### 1.6 SEQUENCING

- A. Sequence work to obtain required permits before start of dewatering operations.

## 1.7 COORDINATION

- A. Coordinate work to permit the following construction operations to be completed on dry stable substrate.
  - 1. Excavation specified in Section 31 23 16.
  - 2. Trenching for utilities specified in Section 31 23 17.

## PART 2 PRODUCTS

### 2.1 DEWATERING EQUIPMENT

- A. Select dewatering equipment to meet specified performance requirements.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

### 3.2 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels, storm drains, and settling basins in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.

### 3.3 WATER DISPOSAL

- A. Discharge water into existing storm sewer system, drainage channels, and/or settling basins.

END OF SECTION 31 23 19

## SECTION 31 23 23 - FILL

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fill under paving.
  - 2. Fill for grading.
- B. Related Sections:
  - 1. Section 31 22 13 - Site Grading.
  - 2. Section 31 23 16 - Excavation.
  - 3. Section 31 23 17 - Trenching.
  - 4. Section 32 11 23 - Aggregate Base Courses.

#### 1.2 REFERENCES

- A. ASTM International
  - 1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>))

### PART 2 PRODUCTS

#### 2.1 FILL MATERIALS

- A. Structural Fill: Type S1 will consist of USCS Classification CL material with maximum 30% retained on the No. 200 Sieve, Liquid Limit less than 45, and Plasticity Index greater than 10 and less than 25.
- B. General Fill: Type S2 will consist of USCS Classification CH material.
- C. Granular Fill: Type A1 as specified in Section 32 11 23.
- D. Granular Fill: Type A2 as specified in Section 32 11 23.
- E. Granular Fill: Type A3 as specified in Section 32 11 23.

### PART 3 EXECUTION

#### 3.1 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place material in continuous layers as follows:
  - 1. Structural Fill: 9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 4 to 6 inches in loose thickness when hand-guided equipment is used.
  - 2. General Fill: Same as Structural fill.
  - 3. Granular Fill: Maximum 6 inches compacted depth.

- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.

### 3.2 SCHEDULE

- A. Fill Under Grass Areas:
  - 1. Fill Type S2, to finish grade, compact uniformly to 92% of maximum density, standard proctor (ASTM D698).
- B. Fill Under Paving:
  - 1. Fill Type A3, below finished elevation, compact uniformly to 100% of maximum density, standard proctor with stability present.
  - 2. Fill Type S1, backfill against the exterior edge, compact uniformly.
- C. Fill to Correct Over-excavation:
  - 1. Fill Type A1, flush to required elevation, compact uniformly.

END OF SECTION 31 23 23

## SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Silt Fence.
  - 2. Straw Wattles.
  - 3. Storm Drain Inlet Sediment Capture Device.
  - 4. Seeding.
  - 5. Stone Construction Exit.
  
- B. Related Sections:
  - 1. Section 31 10 00 - Site Clearing.
  - 2. Section 31 22 13 - Site Grading.
  - 3. Section 31 23 16 - Excavation.
  - 4. Section 31 23 17 - Trenching.
  - 5. Section 31 23 23 - Fill.

#### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
  - 2. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Method.
  - 3. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
  - 4. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
  - 5. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
  - 6. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
  - 7. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in Xenon Arc Type Apparatus.
  - 8. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

#### 1.3 SUBMITTALS

- A. Manufacturer's Certificate: Certify products meet or exceed project specifications and any authority having jurisdiction.

#### 1.4 QUALITY ASSURANCE

- A. All control measures shall be checked and repaired at least weekly and as often is necessary to ensure that appropriate erosion and sediment controls have been constructed and maintained to determine if additional or alternative controls are required.

#### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Provide adequate protection to existing drainage structures, etc. on the Project Site.

### PART 2 PRODUCTS

#### 2.1 SILT FENCE

- A. Filter Fabric: Permeable geotextile containing ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected construction life at a temperature range of 0 degrees F to 120 degrees F; made of polypropylene, nylon, polyester or ethylene yard; and with the following minimum properties to be verified by the use of the appropriate test method.

<u>Physical Properties</u>	<u>Test</u>	<u>Requirements</u>
Grab Tensile Strength	ASTM D4632	120 x 90 lbs.
Grab Tensile Elongation	ASTM D4632	10%
Mullen Burst Strength	ASTM D3786	270 psi
Puncture Strength	ASTM D4833	50 lbs
Trapezoid Tear Strength	ASTM D4533	50 lbs
Apparent Opening Size	ASTM D4751	20 U.S. Std. Sieve
Permittivity	ASTM D4491	0.07 Sec
Flow Rate	ASTM D4491	4 gpm/ft <sup>2</sup>
UV Resistance	ASTM D4355	70%

- B. Wire fence reinforcement for filter fabric shall be minimum of 14 gauge (0.080 inches) and a maximum mesh spacing of 6 inches.
- C. Steel post shall be standard "U" or "T" section with a minimum weight of 1.33 pounds per linear foot and have a minimum length of 6 feet.
- D. Wood post shall have a minimum diameter of 4 inches and a minimum length of 6 feet.

## 2.2 STONE CONSTRUCTION EXIT

- A. Stone: Crushed stone, crushed gravel, crushed slag or other approved non-skid aggregates or combinations thereof; narrowly graded coarse aggregate meeting the quality requirements of ASTM D692, with 100 percent passing the 3 inch sieve and 0 to 5 percent passing the 1-1/2 inch sieve.
- B. Filter Fabric: Heavy-duty woven or non-woven permeable geotextile, made from polypropylene, nylon, polyester or ethylene yarn; with the following minimum properties to be verified by the use of the appropriate test methods:

<u>Physical Properties</u>	<u>Test Method</u>	<u>Requirements</u>
Grab Tensile Strength	ASTM D4632	220 lbs.
Grab Tensile Elongation	ASTM D4632	200%
Mullen Burst Strength	ASTM D3786	430 lbs.
Puncture Strength	ASTM D4833	125 lbs.
Apparent Opening Size	ASTM D4751	48-80 U.S. Std. Sieve

## 2.3 STORM DRAIN INLET PROTECTION SEDIMENT CAPTURE DEVICE

- A. Sediment capture device shall be manufactured from a specially designed woven polypropylene geotextile and sewn by a double needle machine, using a high strength nylon thread.
- B. Sediment capture device shall be manufactured to fit the opening of the catch basin or drop inlet and have dump straps attached at the bottom to facilitate emptying and a visual means of indicating when the sack should be emptied.

<u>Physical Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Test Results</u>
Regular Flow			
Grab Tensile	ASTM D4632	lbs.	315
Grab Elongation	ASTM D4632	%	15
Puncture	ASTM D4833	lbs.	140
Mullen Burst	ASTM D3786	P.S.I.	800
Trapezoid Tear	ASTM D4533	lbs.	125x125
UV Resistance (@500 hrs)	ASTM D4355	%	80
AOS	ASTM D4751	US Sieve 40	

Flow Rate	ASTM D4491	Gal/Min/Ft <sup>2</sup>	50
Permittivity	ASTM D4491	sec <sup>-1</sup>	0.70
High Flow			
<u>Physical Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Test Results</u>
Grab Tensile	ASTM D4632	lbs.	255x275
Grab Elongation	ASTM D4632	%	20x15
Puncture	ASTM D4833	lbs.	135
Mullen Burst	ASTM D3786	P.S.I.	420
Trapezoid Tear	ASTM D4533	lbs.	40x50
UV Resistance (@500 hrs)	ASTM D4355	%	90
AOS	ASTM D4751	US Sieve 20	
Flow Rate	ASTM D4491	Gal/Min/Ft <sup>2</sup>	200
Permittivity	ASTM D4491	sec <sup>-1</sup>	1.50

2.4 TEMPORARY SEEDING

A. Seed: Acceptable seed shall be a grass, legume, or cover-crop seed which will provide temporary vegetative cover for the disturbed areas and shall be a quick growing species appropriate to the season, the surrounding region and the site conditions. The seed shall not compete with the grasses proposed to be sown later for permanent cover.

B. Mulch

1. Acceptable mulch shall be hay, straw, fiber mats, netting, bark, wood chips or other approved locally available materials that do not contain noxious grass, weeds, or other deleterious materials.
2. Unacceptable mulch shall include, but is not limited to the following: low grade, musty, spoiled, partially rotted materials unfit for animal consumption; materials containing matured seed of species which would volunteer and be detrimental to the proposed over seeding; material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass.
3. Hay shall be native hay, sudangrass hay, broomsedge hay, legume hay or similar hay or grass clippings.
4. Straw shall be the threshed stems or stalks of oats, wheat, barley, rye, rice or other cereal plant from which the grain has been removed.
5. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

C. Lime

1. Lime shall be approved agricultural-grade ground limestone conforming to ASTM C602 containing not less than 85 percent of total carbonates. Limestone shall be ground to such fineness that 90 percent will pass through a No. 20 sieve and 50 percent will pass through a No. 100 mesh sieve. Dolomitic lime or a high magnesium lime shall contain at least 10 percent of magnesium oxide.
2. Lime shall be applied at the following rates, depending on the pH level of the soil

<u>pH Test</u>	<u>Rate (tons per acre)</u>
Below 4.2	3
4.2 to 5.2	2
5.2 to 6	1

D. Fertilizer

1. Fertilizers shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid and water-soluble potash. They shall be applied at the rate and to the depth specified herein and shall meet the requirements of Fed. Spec. O-F 241, the standards of the Association of Official Agricultural Chemists and applicable state laws. They shall be furnished in standard containers with name, weight and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.
2. The fertilizers may be supplied in one of the following forms:
  - a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
  - b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or,
  - c. A granular or pellet form suitable for application by blower equipment.



3. Fertilizers shall be 10-20-10 commercial fertilizer, or equivalent nutrients, and shall be spread at the rate of 600 pounds per acre.

## 2.5 ROCK CHECK DAM

- A. Check dams should be constructed of durable rock riprap free of fines and sand. Rock material diameter should be 2 inches to 15 inches.
- B. Geotextile: Non-woven shall meet the following minimum properties to be verified by the use of the appropriate test methods:

<u>Physical Properties</u>	<u>Test Method</u>	<u>Requirements</u>
Tensile Strength	ASTM D4632	180 lbs.
Elongation at failure	ASTM D4632	Greater than 50%
Tensile Elongation Puncture	ASTM D4833	80 minimum
UV light (% residual tensile strength) (150-hr exposure)	ASTM D4355	70 minimum
Apparent opening size (AOS)	ASTM D4751	As specified Max. No. 40
Permittivity	ASTM D4491	0.70 sec-1

## 2.6 STRAW WATTLES

- A. Straw wattles shall be made from recycled rice straw that is pressure blown into tubular netting bundles. They shall be weed and seed free wattles that are secured at each end using hog rings.
- B. Tubular netting shall be black with a strand thickness of approximately 0.03 per inch and a thickness of approximately 0.055 per inch. The weight is approximately 0.35 ounces per foot and is made from 85 percent high density polyethylene, 14 percent vinyl acetate with 1 percent carbon black for UV inhibition.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Erosion and sediment control measures shall be installed and made functional prior to inception of any upslope land disturbing activity and shall be properly maintained and operated until final stabilization is achieved according to requirements of authorities having jurisdiction.
- B. Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than 10 calendar days prior to grading or earth moving.
- C. Construction shall be sequenced to minimize the exposure time of cleared surface areas.
- D. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff with appropriate ground cover such as grass, sod, mulch, gravel, erosion control blankets or other approved materials.
- E. Vegetative stabilization measures must be initiated whenever any clearing, grading, excavating, or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of 14 days or more. The appropriate temporary or permanent vegetative practices shall be implemented within 7 calendar days.
- F. All surface water flowing through the construction area shall be diverted by using berms, channels, or sediment traps as necessary prior to exiting the site.

- G. Muddy water from excavation and work areas shall be held in settling basins or treated by filtration prior to discharging off-site.
- H. All soil and sediment shall be stockpiled in a single location upstream of the sediment basins or filters and left in a non-compacted positively drained state. Silt fencing shall be placed and maintained at the base of all soil and sediment stockpiles.
- I. Inspect, maintain, and repair erosion and sediment control measures during construction until permanent vegetation has been established. All accumulated sediment shall be removed from structural controls when sediment deposits reach one third to one half the height of the control. All removed sediment deposits shall be properly disposed. Non-functioning controls shall be repaired, replaced, or supplemented with functional controls within 24 hours of discovery or as soon as field conditions allow.
- J. When removing erosion and sediment controls, restore and stabilize areas disturbed during removal.

### 3.2 SILT FENCE

- A. Installation
  - 1. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the proposed location of the measure.
  - 2. Set the wood or steel posts a maximum of 10 feet apart.
  - 3. Securely fasten the wire mesh fence to the upslope side of the posts using tie wires, hog rings or heavy-duty tapes at least one inch long. The wire mesh shall extend into the trench a minimum of two inches and shall not extend more than 34 inches above the original ground surface.
  - 4. Cut the filter fabric from a continuous roll to the entire length of the barrier, to avoid the use of joints.
  - 5. Fasten the filter fabric to the wire mesh using staples or wire ties, with 8 inches of the fabric extending down into the trench. Do not attach the fabric to existing trees.
  - 6. Where fabric joints are unavoidable, splice the fabric only at a support post with a minimum 6 inch overlap on both sides and securely seal the joint.
  - 7. If a silt fence is to be constructed across a swale or other small drainage channel, the measure shall be extended sufficiently to eliminate end flow. The plan configuration shall resemble an arc or trapezoid with the ends oriented upslope.
  - 8. The height of a silt fence shall be a minimum of 16 inches and a maximum of 34 inches above the original ground elevation.
  - 9. Backfill the 4 inch by 4 inch trench with suitable soil and compact over the entrenched filter fabric.
- B. Maintenance
  - 1. Sediment levels along fence shall be monitored by Contractor and sediment removed when one-half the height of the silt fence is obstructed by sediment.
  - 2. If a portion of silt fence is damaged for any reason, immediately remove that segment of fence to the nearest posts, replace with new fence and overlap with the existing fence.
  - 3. Remove the silt fence when the entire upstream drainage area has achieved final stabilization, unless directed otherwise.

### 3.3 STONE CONSTRUCTION EXIT

- A. Installation
  - 1. Clear the ingress/egress area of all vegetation, roots and other objectionable material.
  - 2. Excavate the full width and length of the ingress/egress area. Place the filter fabric under liner in accordance with manufacturer's specifications.
  - 3. Slope the surface of the stone pad away from the Park road.
  - 4. Install concrete wash rack and outlet pipe according to manufacturer's specifications.
- B. Maintenance
  - 1. Maintain the ingress/egress area in a condition which will prevent tracking or flow of mud onto adjacent Park facilities and public rights-of way.

2. If mud is not removed by the vehicles traveling over the stone then the tires shall be washed over the wash rack before entering a Park roads.
3. Periodically top dress the area with additional stone or rework the existing stone as required to prevent mud tracking.
4. All materials spilled, dropped, washed or tracked from vehicles onto roadways or into storm drains shall be removed immediately. The use of water trucks to remove such materials will not be permitted under any circumstances.
5. Remove the construction exit when the entire site has achieved final stabilization, unless directed otherwise.

### 3.4 ROCK CHECK DAM

#### A. Preparation

1. Locate and mark the site for each check dam in strategic locations to avoid utilities.
2. Remove debris and other unsuitable material that would interfere with proper placement.
3. Excavate a shallow keyway (12-24 inches deep and at least 12 inches wide) across the channel and into each abutment for each check dam.

#### B. Installation

1. Install non-woven geotextile fabric in the keyway in sandy or silty soils.
2. Construct the dam with a minimum 2:1 side slope over the keyway and securely embed the dam into the channel banks. Position rock to form a parabolic top, perpendicular to channel flow, with the center portion at the elevation shown in the design so that the flow goes over the structure and not around the structure.

#### C. Maintenance

1. Inspect the check dam for rock displacement and abutments for erosion around the ends of the dam after each significant rainfall event. If the rock appears too small, add additional stone and use a larger size.
2. Inspect the channel after each significant rainfall event. If channel erosion exceeds expectations, consult with the design professional and consider adding another check dam to reduce channel flow grade.
3. Sediment should be removed if it reaches a depth of 1/2 the original dam height. If the area behind the dam fills with sediment, there is a greater likelihood that water will flow around the end of the check dam and cause the practice to fail.
4. Check dams may be removed when their useful life has been completed. The area where check dams are removed should be seeded and mulched immediately unless a different treatment is prescribed. In some instances check dams should be left as a permanent measure to support channel stability.

### 3.5 STORM DRAIN INLET PROTECTION

#### A. Installation

1. To install Siltsack in the catch basin, remove the grate and place the sack in the opening. Hold approximately six inches of the sack outside the frame. This is the area of the lifting straps. Replace the grate to hold the sack in place.

#### B. Maintenance

1. Maintain the sediment filter in a condition which will simultaneously prevent sediment from entering the storm drain and also prevent storm water ponding around the structure.
2. When the restraint cord is no longer visible, Siltsack is full and should be emptied.
3. To remove Siltsack, take two pieces of 1 inch diameter rebar and place through the lifting loops on each side of the sack to facilitate the lifting of Siltsack.
4. To empty Siltsack, place unit where the contents will be collected. Place the rebar through the lift straps (connected to the bottom of the sack) and lift. This will lift Siltsack from the bottom and empty the contents. Clean out and rinse. Return Siltsack to its original shape and place back in the basin.

### 3.6 TEMPORARY SEEDING

#### A. Seedbed Preparation

1. Fertilizer and lime shall be incorporated into the top 2 to 4 inches of the soil.

2. If the area has been recently loosened or disturbed, no further roughening is required. If the area is compacted, crusted or hardened, the soil surface shall be roughened as specified herein.

B. Sowing Seed

1. Seed shall be evenly applied with a broadcast seeder, drill, cultipacker seeder or hydroseeder.
2. Small grains shall be planted no more than one inch deep.
3. Grasses and legumes shall be planted with no less than 1/4 inch soil cover.
4. Do not seed areas in excess of that which can be mulched on the same day.
5. Do not sow seed immediately following rain, when ground is too dry or when winds are over 12 miles per hour.

C. Mulching

1. Immediately following seeding apply mulch to uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches.
2. Apply water with fine spray immediately after each area has been mulched. Saturate soil to depth of 4 inches.
3. Seed plantings made in fall, for winter cover or during hot and dry summer months shall be straw mulched.
4. The mulch shall be secured by the "peg and string" method, driving stakes or wire pins into the ground on 5 foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flushed to the ground to draw the twine tight onto the mulch.

D. Maintenance

1. Areas which fail to establish vegetative cover adequate to prevent rill and gully erosion shall be regarded and reseeded, as soon as such areas are identified.
2. Mow grass at regular intervals to maintain a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
3. Water to prevent grass and soil from drying out. Apply water slowly so that surface of soil will not puddle and crust.

### 3.7 STRAW WATTLES

A. Straw Wattles should be installed in accordance with standard details for fiber rolls.

1. Wattles shall be secured to the subgrade by wooden stakes spaced every four linear feet across the length of the wattle.
2. Stakes shall be driven through the center of the wattle and into the ground a minimum of 24 inches with less than two inches projecting above the top of the wattle.
3. When joining two wattles, tightly abut both ends or overlap the wattles approximately six inches. If wattles are joined together by abutting the ends, tie the ends together using heavy twine or plastic locking ties.
4. When installing in a channel bottom, straw wattle installation shall continue three feet above the anticipated high water mark.
5. Straw wattles shall remain in place until fully established vegetation and root systems are present and can survive on their own. Wattles that are not removed will degrade in place.

### 3.8 SITE STABILIZATION

A. Incorporate erosion control devices into the Project at the earliest practicable time.

B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.

C. Slope stockpile sides at 2:1 or flatter.

D. Stabilize any disturbed area of affected erosion control devices on which construction activity has ceased.

1. During non-germinating periods, apply mulch at recommended rates.
2. Stabilize disturbed areas which are either at finished grade or will not be further disturbed.

E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.9 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- B. When tests indicate work does not meet specified requirements, remove work, replace and retest.

3.10 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structures or devices during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one half channel depth.

END OF SECTION 31 25 00

## SECTION 32 11 23 - AGGREGATE BASE COURSES

### PART 1 GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Aggregate subbase.
2. Aggregate base course.

B. Related Sections:

1. Section 31 23 17 - Trenching.
2. Section 31 23 23 - Fill.
3. Section 32 13 13 - Concrete Paving.
4. Section 32 14 13 - Permeable Interlocking Concrete Unit Paving

#### 1.2 REFERENCES

A. ASTM International:

1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
3. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

### PART 2 PRODUCTS

#### 2.1 AGGREGATE MATERIALS

- A. Granular Material: Fill Type A1. Granular material shall be non-plastic and siliceous material, and shall comply with the following gradation:

US Sieve	Percent Passing
1/2 inch	100
No. 10	75 to 100
No. 200	0 to 10

- B. Granular Material: Fill Type A2. Granular material shall be free draining sand (less than 5% passing No. 200 sieve), and free of organic/expansive material.
- C. Granular Material: Fill Type A3. Granular material shall be No. 610 limestone or similarly graded recycled concrete and shall comply with the following gradation:

US Sieve	Percent Passing
1 1/2"	100
1"	90 to 100
3/4"	70 to 100
No. 4	35 to 65
No. 40	12 to 32
No. 200	0 to 8

The fraction passing the No. 40 sieve shall be non-plastic.

- D. Joint/opening filler, base, and subbase specified in Section 32 14 13.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify compacted substrate is dry and ready to support paving and imposed loads.
1. Proof roll substrate with hauling vehicle in minimum two perpendicular passes to identify soft spots.
  2. Remove soft substrate and replace with granular fill as specified in Section 31 23 23.
- B. Verify substrate has been inspected, gradients and elevations are correct.

#### 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

#### 3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to total compacted thickness and density indicated on Drawings.

#### 3.4 TOLERANCES

- A. Maximum Variation From Flat Surface: 1/2 inch measured with 10 foot straight edge.
- B. Maximum Variation From Thickness: 1/4 inch.
- C. Maximum Variation From Elevation: 1/2 inch.

#### 3.5 FIELD QUALITY CONTROL

- A. Compaction testing will be performed in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.
- B. When tests indicate work does not meet specified requirements, remove work, replace, and retest.
- C. Frequency of Tests: One test for every 1000 square yards of each layer compacted aggregate.

3.6 COMPACTION

- A. Compact materials as shown on plans and described in Section 31 23 23.

3.7 SCHEDULES

- A. Concrete/Asphalt Paving Base Course: 8 inches thick placed in single layer.

END OF SECTION 32 11 23



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## SECTION 32 13 13 - CONCRETE PAVING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete sidewalks.
  - 2. Concrete slabs on grade.
  - 3. Miscellaneous Concrete.
- B. Related Sections:
  - 1. Section 31 23 23 - Fill.
  - 2. Section 32 11 23 - Aggregate Base Courses.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- B. ASTM International:
  - 1. ASTM A185/A185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
  - 2. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 3. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 4. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 5. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 8. ASTM C150 - Standard Specification for Portland Cement.
  - 9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
  - 10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
  - 11. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
  - 12. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
  - 13. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
  - 14. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
  - 15. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
  - 16. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
  - 17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- C. Louisiana Department of Transportation and Development:
  - 1. Louisiana Standard Specifications for Roads and Bridges 2016 Edition.

#### 1.3 SUBMITTALS

- A. Product Data: Submit data on concrete materials, joint filler, admixtures, curing compounds.
- B. Design Data:

1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
  - a. Hot and cold weather concrete work.
2. Identify mix ingredients and proportions, including admixtures.

C. Source Quality Control Submittals: Indicate results of factory tests and inspections.

#### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

#### 1.6 AMBIENT CONDITIONS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

### PART 2 PRODUCTS

#### 2.1 AGGREGATE BASE COURSE

- A. Aggregate Base Course: As specified in Section 32 11 23.

#### 2.2 CONCRETE PAVING

- A. Form Materials:
  1. Wood form material, profiled to suit conditions.
  2. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
- B. Reinforcement:
  1. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield strength, where welding is not required.
  2. Welded Plain Wire Fabric: ASTM A185/A185M; in flat sheets; unfinished.
  3. Dowels: ASTM A615/A615M; 60 ksi yield strength, plain steel bars; cut to length indicated on Drawings, square ends with burrs removed; unfinished.
  4. Tie Wire: Minimum 16 gage annealed type.
  5. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.
- C. Concrete Materials:
  1. Cement: ASTM C150, Type I - Normal Portland type, Type III - High Early Strength.
  2. Fine and Coarse Aggregates: ASTM C33.
    - a. Fine aggregate materials passing 200 sieve: 4 percent maximum.
    - b. Coarse aggregate materials passing 200 sieve: 0.5 percent maximum.
    - c. Coarse aggregate shall be 1-inch maximum size.
    - d. For fine aggregates, limit deleterious substances in accordance with ASTM C33, Table 1 with material finer than 200 sieve limited to 3 percent, coal and lignite limited to 0.5 percent.
    - e. For coarse aggregates, limit deleterious substances in accordance with ASTM C33, Table 3 for exposed concrete.

- f. Coarse aggregates shall be natural gravels, combination of gravels and crushed gravels, crushed stone, or combination of these materials containing no more than 15 percent flat or elongated particles (long dimension more than five times the short dimension).

D. Manufacturer List:

1. Water: ASTM C94/C94M; potable.
2. Air Entrainment: ASTM C260.
3. Chemical Admixture: ASTM C494/C494M.
4. Fly Ash: ASTM C618.
5. Slag: ASTM C989; ground granulated blast furnace slag.

2.3 FABRICATION

- A. Fabricate reinforcing in accordance with CRSI Manual of Practice.

2.4 MIXES

A. Concrete Mix Sidewalks, Slabs on Grade, - By Performance Criteria:

1. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94/C94M.
2. Select proportions for normal weight concrete in accordance with ACI 301 Method.
3. Provide concrete to the following criteria:
  - a. Compressive Strength: 3,000 psi at 28 days.
  - b. Slump: 2 to 5 inches.
  - c. Minimum Cement Content: 545 pounds/cu yd.
  - d. Maximum Water/Cement Ratio: .45.
  - e. Air Entrainment: ASTM C94/C94M; maximum variation of 1.5 percent from required air content.
4. Use accelerating admixtures in cold weather only when approved by the Engineer in writing. Use of admixtures will not relax cold weather placement requirements.
5. Use calcium chloride only when approved by the Engineer in writing.
6. Use set retarding admixtures during hot weather only when approved by the Engineer in writing.

B. Concrete Mix Foundations - By Performance Criteria:

1. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94/C94M.
2. Select proportions for normal weight concrete in accordance with ACI 301 Method.
3. Provide concrete to the following criteria:
  - a. Compressive Strength: 3,500 psi at 28 days.
  - b. Slump: 2 to 5 inches.
  - c. Minimum Cement Content: 545 pounds/cu yd.
  - d. Maximum Water/Cement Ratio: .45.
  - e. Air Entrainment: ASTM C94/C94M; maximum variation of 1.5 percent from required air content.
4. Use accelerating admixtures in cold weather only when approved by the Engineer in writing. Use of admixtures will not relax cold weather placement requirements.
5. Use calcium chloride only when approved by the Engineer in writing.
6. Use set retarding admixtures during hot weather only when approved by the Engineer in writing.

C. Concrete Mix Pavement - LADOTD Standard Specifications.

1. Mix in accordance with Section 901 - Portland Cement Concrete - Type B.

2.5 ACCESSORIES

- A. Curing Compound: ASTM C309.
- B. Joint Sealers: ASTM D6690; hot applied type.

## 2.6 SOURCE QUALITY CONTROL

- A. Submit proposed mix design to Engineer for review prior to commencement of Work.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify compacted granular subbase is dry and ready to support paving and imposed loads.
  - 1. Proof roll subbase in minimum two perpendicular passes to identify soft spots.
  - 2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- B. Verify gradients and elevations of base are correct.

### 3.2 PREPARATION

- A. Remove all topsoil, vegetation, wood, large rocks, and all soft and yielding material that will not compact readily. Backfill with suitable materials that will provide a uniform subgrade.
- B. Moisten substrate to minimize absorption of water from fresh concrete.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

### 3.3 INSTALLATION

- A. Base Course:
  - 1. Aggregate Base Course: Install as specified in Section 32 11 23.
- B. Forms:
  - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
  - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Reinforcement:
  - 1. Place reinforcing as indicated on Drawings.
  - 2. Interrupt reinforcing at expansion joints.
- D. Placing Concrete:
  - 1. Place concrete in accordance with ACI 301.
  - 2. Ensure reinforcing, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
  - 3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- E. Joints:
  - 1. Place expansion joints at maximum 30 foot intervals and between intersecting paving and any fixed structure or dissimilar paving. 1/2 inch thick preformed expansion joint filler shall be installed for the full width and depth of paving.
  - 2. Place 1/4 inch thick preformed expansion joint filler between paving components and other appurtenances.
  - 3. Recess top of filler 1/4 inch for sealant installation.
  - 4. Provide 1/8 inch wide by 1/4 depth scored joints at 6 foot intervals or as otherwise shown.
  - 5. Provide keyed joints as indicated.
  - 6. Terminate reinforcing steel 2 inches from expansion joints and keyed joints.
- F. Finishing:
  - 1. Slabs on Grade: Light broom.
  - 2. Sidewalk Paving: Light broom.

3. Place curing compound on exposed concrete surfaces immediately after finishing.

G. Curing and Protection:

1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.4 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/2 inch in 10 ft.

- B. Maximum Variation From True Position: 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Inspect reinforcing placement for size, spacing, location, support.

- B. Testing firm will take cylinders and perform slump tests in accordance with ACI 301.

C. Strength Test Samples:

1. Sampling Procedures: ASTM C172.
2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, field cured.
3. Sample concrete and make one set of three cylinders for every 5,000 sf of surface area paving.
4. Make one additional cylinder during cold weather concreting, and field cure.

D. Field Testing:

1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M.
3. Measure slump for each compressive strength concrete sample.
4. Measure air content in air entrained concrete for each compressive strength concrete sample.

E. Cylinder Compressive Strength Testing:

1. Test Method: ASTM C39/C39M.
2. Test Acceptance: Average compressive strength of three consecutive test maximum 500 psi less than specified compressive strength.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

- F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 PROTECTION

- A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.

- B. Do not permit traffic over paving for 7 days minimum after finishing.

END OF SECTION 32 13 13

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## SECTION 32 14 13 - PERMEABLE INTERLOCKING CONCRETE UNIT PAVING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Permeable interlocking concrete pavers.
  - 2. Crushed stone bedding material.
  - 3. Open-graded subbase aggregate.
  - 4. Open-graded base aggregate.
  - 5. Bedding and joint/opening filler materials.
  - 6. Edge restraints.
  
- B. Related Sections:
  - 1. Section 31 23 16: Earthworks/excavation/soil compaction.
  - 2. Section 32 13 13: Curbs.
  - 3. Section 33 42 13: Drainage pipes and appurtenances.

#### 1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM)
  - 1. C131, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
  - 2. C136, Method for Sieve Analysis for Fine and Coarse Aggregate.
  - 3. C140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
  - 4. D448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
  - 5. C936, Standard Specification for Solid Interlocking Concrete Pavers.
  - 6. C979, Specification for Pigments for Integrally Colored Concrete.
  - 7. D698, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5-lb (2.49 kg) Rammer and 12 in. (305 mm) drop.
  - 8. D1557, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (4.54 kg) Rammer and 18 in. (457 mm) drop.
  - 9. C1645, Standard Test Method for Freeze-thaw and De-icing Durability of Solid Concrete Interlocking Paving Units.
  - 10. D1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
  - 11. D2922, Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
  - 12. D4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
  
- B. Interlocking Concrete Pavement Institute (ICPI)
  - 1. Permeable Interlocking Concrete Pavement manual.
  - 2. Permeable Design Pro software for hydrologic and structural design.

#### 1.3 SUBMITTALS

- A. Paver manufacturer's/installation subcontractor's drawings and details: Indicate perimeter conditions, junction with other materials, expansion and control joints, paver (see Plans) details. Indicate layout, pattern, and relationship of paving joints to fixtures, and project formed details.
  
- B. Minimum 3 lb (2 kg) samples of subbase, base and bedding aggregate materials.
  
- C. Sieve analysis of aggregates for subbase, base, and bedding materials per ASTM C136.



- D. Project specific or producer/manufacturer source test results for void ratio and bulk density of the base and subbase aggregates.
- E. Permeable concrete pavers:
  - 1. Paver manufacturer's catalog sheets with product specifications.
  - 2. Four representative full-size samples of each paver type, thickness, color, and finish. Submit samples indicating the range of color expected in the finished installation.
  - 3. Accepted samples become the standard of acceptance for the work of this Section.
  - 4. Laboratory test reports certifying compliance of the concrete pavers with ASTM C936.
  - 5. Manufacturers' material safety data sheets for the safe handling of the specified paving materials and other products specified herein.
- F. Paver Installation Subcontractor:
  - 1. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.
  - 2. Written Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures, including representative reporting forms that ensure conformance to the project specifications.

#### 1.4 QUALITY ASSURANCE

- A. Paver Installation Subcontractor Qualifications:
  - 1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact on each paver bundle.
  - 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
  - 2. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift.
  - 3. Unload pavers at job site in such a manner that no damage occurs to the product or existing construction.
- C. Storage and Protection: Store materials in protected area such that they are kept free from mud, dirt, and other foreign materials.

#### 1.6 MAINTENANCE

- A. Extra materials: Provide 10 sq ft additional material for use by owner for maintenance and repair.
- B. Pavers shall be from the same production run as installed materials.

### PART 2 PRODUCTS

#### 2.1 PERMEABLE INTERLOCKING CONCRETE PAVEMENT

- A. Manufacturer: Unilock (800.864.5625).
- B. Permeable Interlocking Concrete Paver Units:
  - 1. Paver Type: Eco-Priora™ or approved equal.
    - a. Material Standard: Comply with ASTM C936.

- b. Color by Owner.
  - c. Color Pigment Material Standard: Comply with ASTM C979.
  - d. Size: 5" W X 10" L (NOM) X 3-1/8" (80 mm) thick.
  - e. Average Compressive Strength (C140): 8000 psi (55 MPa) with non individual unit under 7200 psi (50 MPa) per ASTM C140.
  - f. Average Water Absorption (ASTM C140): 5% with no unit greater than 7%.
  - g. Freeze/Thaw Resistance (ASTM C1645): 25 freeze-thaw cycles with no greater loss than 200 g/m<sup>2</sup> of paver surface area or no greater loss than 500 g/m<sup>2</sup> of paver surface area after 50 freeze-thaw cycles. Freeze-thaw testing requirements shall be waived for applications not exposed to freezing conditions.
2. Paving Unit Interlocking Joints: Paving unit shall have interlocking joints with a minimum of two vertically aligned horizontal interlocking spacer bars on each of its sides exhibiting unit to unit horizontal restriction movement in both horizontal axes.
  3. Paving Unit Joint Width: Paver joint width shall be a nominal 1/4 in. (7 mm) installation width to comply with being less than the ADA maximum horizontal surface open area.
  4. Paving Unit Chamfer: Paving unit shall have a maximum 1/16 in. (1.5 mm) chamfer to minimize vibration in the wheeled traffic traveling the jointed surface.

2.2 CRUSHED STONE FILLER, BEDDING, BASE AND SUBBASE

- A. Crushed stone with 90% fractured faces, LA Abrasion <40 per ASTM C131, minimum CBR of 80% per ASTM D1883.
- B. Do not use rounded river gravel for vehicular applications.
- C. All stone materials shall be washed with less than 1% passing the No. 200 sieve.
- D. Joint/opening filler, bedding, base, and subbase: conforming to ASTM D448 gradation as shown in Tables 1, 2, and 3 below:

Table 1  
 ASTM No. 8 Grading Requirements Bedding and Joint/Opening Filler

Sieve Size	Percent Passing
12.5 mm (1/2 in.)	100
9.5 mm (3/8 in.)	85 to 100
4.75 mm (No. 4)	10 to 30
2.36 mm (No. 8)	0 to 10
1.16 mm (No. 16)	0 to 5

Table 2  
 ASTM No. 57 Base Grading Requirements

Sieve Size	Percent Passing
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

Table 3  
 Grading Requirement for ASTM No. 2 Subbase

Sieve Size	Percent Passing
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

- E. Gradation criteria for the bedding and base:

1. D<sub>15</sub> base stone /D<sub>15</sub> bedding stone < 5.
2. D<sub>50</sub> base stone/D<sub>50</sub> bedding stone > 2.

### 2.3 RESTRAINT EDGING

- A. Product: Permaloc AsphaltEdge, with 0.210 inch thick exposed top lip x 6" high x 8 feet long, extruded aluminum, alloy 6005, T-5 hardness as manufactured by Permaloc Corporation, Holland MI 49424, telephone (800) 356-9660 or (616) 399-9600. Horizontal base to have upward facing angle profile designed to integrate restraint and asphalt surfaces for straight-line and curvilinear applications. Section shall have holes in base spaced 4 inches apart along its length to receive anchors.
- B. Connection Method: Section ends shall splice together with horizontal 0.060 inch thick x 1 inch wide, or 0.530 inch wide for 1 inch high edging x 4 inches long aluminum sliding connector.
- C. Anchors: 3/8 inch x 10 inches bright spiral steel spike, 3/16 inch x 1-1/2 inches or longer Ardox concrete nail, or drive pin fastener equal to Hilti DX 40 powder actuated pin or Ramset Trakfast Automatic Fastening System pin.
- D. Finish: Natural Mill Aluminum.

### 2.4 ACCESSORIES

- A. Provide accessory materials as follows:
  1. Geotextile Fabric: Non-woven needle punched 8 oz weight.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Acceptance of Site Verification of Conditions:
  1. Contractor shall inspect, accept, and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
    - a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
    - b. Provide written density test results for soil subgrade to the Owner, Engineer, and paver installation subcontractor.
    - c. Verify location, type, and elevations of edge restraints, utilities, and drainage structures.
  2. Do not proceed with installation of bedding and interlocking concrete pavers until subgrade soil conditions are corrected by the Contractor or designated subcontractor.

### 3.2 PREPARATION

- A. Verify that the soil subgrade is free from standing water.
- B. Stockpile joint/opening filler, base, and subbase materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Edge Restraint Preparation:
  1. Install edge restraints per the drawings at the indicated elevations.

### 3.3 INSTALLATION

- A. General
  1. Any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities shall be removed before application of the Geotextile and subbase materials.
  2. Keep area where pavement is to be constructed free from sediment during entire job. Geotextiles base and bedding materials contaminated with sediment shall be removed and replaced with clean materials.

3. Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the Project Engineer.
- B. Geotextiles
1. Place per Plan detail. Secure in place to prevent wrinkling from vehicle tires and tracks.
  2. Overlap a minimum of 12 in. in the direction of drainage.
- C. Open-graded subbase and base
1. Moisten, spread, and compact the subbase in lifts without wrinkling or folding the geotextile. Place subbase to protect geotextile from wrinkling under equipment tires and tracks.
  2. For each lift, make at least two passes in the vibratory mode then at least two in the static mode with a vibratory roller until there is no visible movement of the No. 2 stone. Do not crush aggregate with the roller.
  3. The surface tolerance of the compacted subbase shall be  $\pm 2 \frac{1}{2}$  in. over a 10 ft straightedge.
  4. Moisten, spread, and compact the base layer in one thick lift. On this layer, make at least two passes in the vibratory mode then at least two in the static mode with a vibratory roller until there is no visible movement of the No. 2 stone. Do not crush aggregate with the roller.
  5. Use part of the compacted base area as a control strip for density testing.
    - a. The Contractor shall supply nuclear moisture/density gauges and ancillary equipment required to conduct density and moisture content measurements for compaction of the aggregate drainage layer. Qualified testing laboratory operators/gauges may conduct compaction testing. Each gauge operator shall be trained in the safe operation, transportation, and handling of the gauge. The registered owner of the gauge shall have and maintain a valid Radioisotope License for each gauge.
    - b. Each gauge shall have been calibrated within the last 12 months, either by the manufacturer or other qualified agent, against certified density and moisture reference blocks. The density standard count and the moisture standard count shall be within 2 percent and 4 percent respectively, of the most recent calibration values. A certificate of calibration for each gauge shall accompany each gauge.
  6. Target Density
    - a. Determine a target density on the control strip during under the following conditions: (1) after initial placement and compaction of the base aggregate layer (2) when there is a perceptible change in the appearance or gradation of the aggregate, (3) when there is a change in the source of aggregate.
    - b. Test field density according to ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth). Field density tests shall be performed on compacted base materials to determine within acceptable limits of a target density.
  7. Control Strip
    - a. The Testing Company shall construct a control strip for the determination of a target density consisting of a single uniform lift as specified in the contract documents, but not more than 4 in. (100 mm) thick and covering approximately 600 yd<sup>2</sup> (500 m<sup>2</sup>) in area. No testing shall be performed within 10 ft (3 m) from any unrestrained outside edge of the work area. The control strip may be incorporated into the project upon acceptance of density measurements by the Testing Company.
    - b. During construction of the control strip, the surface of the aggregate shall be visibly moist and maintained as such throughout construction and compaction.
    - c. After initial placement of the aggregate base material, the compaction equipment shall make two passes over the entire surface of the control strip. Field densities and field moisture contents, using the backscatter/indirect method, shall be determined at five randomly selected locations at least 15 ft (5 m) apart. The dry density and moisture content shall be calculated for each of these locations and the averages shall be used as initial values. The maximum compacted thickness of the aggregate base layer measured for density shall be 4 in. (100 mm).
    - d. The compaction equipment shall then make two additional passes over the entire surface of the control strip. After compaction, three separate, random field density and moisture content determinations shall be made, using the backscatter/indirect method, and a new average dry density and moisture content shall be calculated.
    - e. If the new average dry density exceeds the previous value by more than 1.2 pcf (20 kg/m<sup>3</sup>) then two additional passes of the equipment shall be carried out as described above. If the new average dry density does not exceed the previous value by more than 1.2 pcf (20 kg/m<sup>3</sup>), then compaction of the control strip will be considered satisfactory and complete.
    - f. Upon satisfactory completion of the control strip, an additional seven (7) field density and moisture tests, using the backscatter/indirect method, shall be taken at random locations and the dry density

- and moisture content values shall be determined. The final dry density and moisture content of the control strip shall be the average of these seven values plus the three most recent values obtained upon completion.
8. Compaction Equipment
    - a. Use a smooth dual or single smooth drum, vibratory roller or a minimum 13,500 lbf (60 kN) centrifugal force, reversible vibratory plate compactor that provides maximum compaction force without crushing the aggregate base.
  9. Test Report
    - a. The test report shall include the following:
      - 1) Project description.
      - 2) Sketch of test area and test locations.
      - 3) Aggregate type and layer thicknesses.
      - 4) Aggregate characteristic properties: gradation, void ratio, bulk density.
      - 5) Compaction equipment type and weight.
      - 6) Static or vibratory compaction.
      - 7) Number of passes of the compaction equipment.
      - 8) Test number and location.
      - 9) Individual and average field wet density, moisture content, and dry density values determined after each compaction operation in accordance with ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
      - 10) Calculation of target density.
- D. The surface tolerance of compacted base should not deviate more than  $\pm 1$  in. (25 mm) over a 10 ft (3 m) straightedge.
- E. Bedding layer
1. Moisten, spread, and screed the stone bedding material.
  2. Fill voids left by removed screed rails with stone.
  3. The surface tolerance of the screeded bedding layer shall be  $\pm 3/8$  in (10 mm) over a 10 ft (3 m) straightedge.
  4. Do not subject screeded bedding material to any pedestrian or vehicular traffic before paving unit installation begins.
- F. Permeable interlocking concrete pavers and joint/opening fill material
1. Lay the paving units in the pattern(s) with nominal 1/4 in. (6.35 mm) joint widths. Maintain straight pattern lines.
  2. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/3 of a whole unit.
  3. Cut pavers and place along the edges.
  4. Fill the openings and joints with stone.
  5. Remove excess aggregate on the surface by sweeping pavers clean.
  6. Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 5,000 lbf (22 kN) centrifugal compaction force. This will require at least two passes with the plate compactor.
  7. Do not compact within 6 ft (2 m) of the unrestrained edges of the paving units.
  8. Apply additional aggregate to the openings and joints if needed, filling them completely. Remove excess aggregate by sweeping then compact the pavers. This will require at least two passes with the plate compactor.
  9. All pavers within 6 ft (2 m) of the laying face must be left fully compacted at the completion of each day.
  10. The final surface tolerance of compacted pavers shall not deviate more than  $\pm 3/8$  (10 mm) under a 10 ft (3 m) long straightedge.
  11. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars, or channels.

### 3.4 INSTALLATION OF RESTRAINT EDGING

- A. Base Installation:
  - 1. Extend base at least 6 inches beyond edge of restraint edging.
  - 2. Level base beneath restraint edging.
- B. Edging Installation:
  - 1. Install edging leaving 3/8" between sections for expansion.
  - 2. Drive spikes through edging holes in base of restraint edging.
  - 3. Securely connect sections in accordance with manufacturer's instructions. Provide additional anchors at closer spacing as necessary to firmly secure edging for permanent intended use.
- C. Backfill side of edging on turf side and compact backfill material along edging to provide top of edging at 1/2 above finish grade on turf side.

### 3.5 FIELD QUALITY CONTROL

- A. After sweeping the surface clean, check final elevations for conformance to the drawings.
- B. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.
- C. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars, or channels.
- D. Bond lines for paver courses:  $\pm 1/2$  in. ( $\pm 15$  mm) over a 50 ft (15 m) string line.

### 3.6 PROTECTION

- A. After work in this section is complete, the Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent construction activity on the site.

END OF SECTION 32 14 13

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## SECTION 32 90 00 - LANDSCAPE PLANTING

### PART 1 GENERAL

#### 1.1 Scope

- A. Work included: Labor, materials, tools, equipment, facilities, transportation, and services necessary for and incidental to performing operations of work of this section, complete as shown on the Drawings and specified herein. Work includes, but is not limited, to the following:
1. Finish grading of planting areas.
  2. Providing and preparing soil and soil mixes per agronomic soil test recommendations.
  3. Planting, including ground cover, trees, shrubs, seeded and sodded lawns.
  4. Staking and guying.
  5. Maintenance.

#### 1.2 Quality Assurance and Requirements

- A. Workmanship: Perform work in accordance with the best standards of practice for landscape work and under the continual supervision of a competent foreman capable of interpreting the Drawings and Specifications.
- B. Quantities and types: Furnish plants in the quantities and/or spacing as shown or noted for each location, and of the species kinds and sizes described in the "List of Plant Materials", or as indicated on the Drawings.
- C. Verification of dimensions and quantities: Scaled dimensions are approximate. Before proceeding with any work, carefully check and verify dimensions and quantities and immediately inform the Engineer of any discrepancy between the Drawings and/or Specifications and actual conditions. No work shall be done in any area where there is any such discrepancy until approval has been given by the Engineer.
- D. Submit documentation to Engineer within twenty-five days after award of contract that plant material is available. Any and all substitutions due to unavailability must be requested in writing prior to confirmation of ordering.
- E. Plants shall be subject to review and approval of Engineer at place of growth or upon delivery for conformity to specifications. Such approval shall not impair the right of review and rejections during progress of the work. Submit written request for review of plant material at place of growth to Engineer. Written request shall state the place of growth and quantify of plants to be reviewed. Engineer reserves the right to refuse review at this time if, in his judgment, sufficient quantity of plants is not available for review. Review shall be for character and form.
- F. The Contractor shall submit specifications of any item being used on site upon the request of the Engineer.

#### 1.3 Soil Fertility and Agricultural Suitability Analysis

- A. Submittal:
1. After completion of rough grading and prior to soil preparation, the contractor shall obtain agronomic soils tests for planting areas. A minimum of one sample per two acres of planting areas shall be required. Tests shall include a fertility and suitability analysis with written recommendations for soil amendment, fertilizer, and chemical conditioner, application rates for soil preparation, auger hole requirements, and post-maintenance fertilization program.
  2. The soils report recommendations shall take precedence over the minimum amendment and fertilizer application rates specified on the plans only when they exceed the specified minimums. Additional materials required by the soils report shall be paid for by Change Order.
  3. Submit the name, address, and phone number of the consulting soil testing laboratory for approval to the Engineer prior to obtaining services.



- B. Certification: Provide a certificate with each delivery of bulk material, stating the source, quantity, and type of material, and stating that the material conforms with the specified requirements:
  - 1. For bulk delivered organic fertilizer, show on the certificate the volume, net weight, and percentages of nitrogen, phosphorus, and potassium.
  - 2. For other fertilizers and soil conditions in containers, show on the certificate the total quantities by weight and volume for each material. The Engineer reserves the right to take and analyze samples of materials for conformity to specifications. Furnish samples upon request of Engineer.
  - 3. Samples: In addition to other Samples which may be required by the Engineer, submit samples of each of the specified fertilizers, mulch, and soil conditioners.

#### 1.4 Product Delivery, Storage and Handling

- A. Delivery:
  - 1. Deliver plants with legible identification labels.
  - 2. Protect plants and/or sod from drying out and from contamination.
  - 3. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark, and conformance to state law.
- B. Storage:
  - 1. Maintain and protect plants yet to be planted in a healthy vigorous condition.
  - 2. Heel-in bare root and balled plant material with damp soil to protect from sun and wind.
- C. Handling:
  - 1. Do not drop plant materials.
  - 2. Do not pick up container plant material by stems or trunks.

#### 1.5 Warranty and Replacement

- A. General:
  - 1. Warrant shrubs and ground cover to grow and be healthy for a period of three months after Final Acceptance.
  - 2. Warrant trees to live and grow in an acceptable uprights position for a period of one year after Final Acceptance.
- B. Replacements: Any materials found to be dead, missing, or in poor condition during the maintenance period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the contractor within 15 days after written notification by the Engineer. The Engineer may at his discretion extend the maintenance period if he determines the above as a detrimental effect on the project.

## PART 2 PRODUCTS

### 2.1 Topsoil

- A. Existing soil on the site may be used as topsoil for planting purposes insofar as possible, but shall be free of debris, oil, weeds, or other foreign matter. Contaminated soil shall be removed and replaced with acceptable existing soil or imported soil.
- B. Imported topsoil, if indicated on plans, shall be sandy textured. Silt plus clay content of this soil shall not be greater than 12% by weight. The boron content of this soil shall not be greater than 1 part per million as measured on the saturation extract. The sodium absorption ratio (SAR) shall not exceed 3.0 millimoles per centimeter at 25°C. In order to ensure conformance, samples of the imported soil shall be submitted for analysis prior to use. Results of testing shall be delivered to the Engineer for approval.

2.2 Fertilizers and Soil Conditioners: See Vegetation Schedule.

2.3 Plant Materials

- A. Plants shall be vigorous, of normal growth, free from disease, insects, insect eggs and larvae. Plants shall equal or exceed the measurements specified in plant list. The Engineer is the sole judge as to acceptability.
- B. No container plants that have cracked or broken root balls when taken from containers will be accepted.
- C. Plants shall have been grown under climatic conditions comparable to those of the project site, unless otherwise specifically approved by the Engineer.
- D. Nomenclature conforms to customary nursery usage; for clarification, the term "multi-trunk" defines a plant having three or more trunks of nearly equal diameter.
- E. Seeds are to be fresh, clean, new crop seed composed of the varieties, mixed in proportions, and testing minimum percentage of purity and germination as indicated herein.
- F. Substitute plant material will not be permitted unless specifically approved in writing by the Engineer.

2.4 Inert Groundcover Materials: See Landscape Schedule.

2.5 Guying and Staking Materials

- A. Wood Tree Stakes: Pressure-treated pine, 2" x 2" diameter, and  $\pm 18$ " long.
- B. Steel Pipe Tree Stakes: Schedule 40 steel pipe, 1" diameter x approximately 18" long with cap, vinyl coated and pre-drilled with three holes near end as manufactured by Calsak Corporation, 15001 S. Main, Gardena, CA 90248, or approved equal.
- C. Ties: Cinch-Ties or  $\frac{1}{2}$ " new rubber wire hose with 10 gauge or approved equal.
- D. Steel Guy Anchor:  $\frac{3}{4}$ " diameter x 36" steel vane as manufactured by Maxwell Steel Company, (213)944-6619, or approved equal.
- E. Guying Hardware:
  - 1. Wire: Pliable  $\frac{3}{32}$ " galvanized braided cable.
  - 2. Wire Guard:  $\frac{1}{2}$ " diameter white PVC tubing, full length of wire.
  - 3. Turnbuckles: Galvanized, or dip-painted,  $\frac{1}{2}$ " x 6" long.
  - 4. Cable Clamps: Galvanized, size as required.

2.6 Drainage Material (Crushed Rock):  $\frac{3}{8}$ " crushed rock - 95 - 100% passing through a  $\frac{3}{8}$ " screen; 0 - 5% passing through No. 8 mesh; 80 - 100% per cubic yard.

2.7 Other Materials: Materials not specifically described but required for a complete and proper installation shall be as selected by the Contractor subject to the approval of the Engineer.

PART 3 EXECUTION

3.1 Subsurface Conditions and Protection of Property

- A. Prior to excavation for planting or placing of stakes, locate electrical cables, conduits, and utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between such lines and plant location, promptly notify the Engineer, who shall arrange for relocation of one or other. Failure to follow this

procedure places upon the Contractor the responsibility to repair damages at his own expense, which result from such work.

- B. Prior to planting, remove weeds, rocks, and debris.
- C. If the contractor is unable to dig plant pits to a depth that will provide 24" of soil beneath rootball, contact Engineer immediately.

### 3.2 Soil Preparation

- A. Soil Tilling: Cross rip planting areas to a depth of 9 to 12 inches.
- B. Uniformly broadcast and thoroughly incorporate the soil preparation mix as indicated below or on the plans to a depth of 6" by mechanical tiller or similar means.
- C. Soil Prep Mix: Per 1,000 sq. ft.
  - 1. 6 cu. yd. Approved Organic Amendment
  - 2. 1 lb N per 1000 SF 13 13 13 Commercial Fertilizer
- D. Pre-Plant Weed Control:
  - 1. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide, as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least fifteen days to allow systemic kill or as directed by advisor.
  - 2. Maintain site weed free until final acceptance by Owner utilizing mechanical, manual and/or chemical treatment.

### 3.3 Grading

- A. Where any portion of the irrigation system is installed after grading and the fertilizing has been performed, refill and re-fertilize the upper portion of the backfill in accordance with the provisions of this section.
- B. Fine grading: Upon completion of rough and finish grading, perform required fine grading of planting areas.
  - 1. Do not work the soil when moisture content is so great that excessive compaction will occur, nor when soil is so dry that clods will not break readily.
  - 2. Apply water, if necessary, to provide ideal content for tilling and for planting.
  - 3. Grade so as to anticipate the finished grade:
    - a. Remove or redistribute excess soil before the application of fertilizer and mulch.
    - b. Where soil is to be replaced by plants and mulch, make allowance to prevent deficiency in the depth of mulch when final grading is completed.
  - 4. Before and during preliminary fine grading, dig out and remove weeds and grasses. Dispose of off-site.
- C. Grades and elevations: When fine grading is completed including weeding and fertilizing, and the soil has dried sufficiently to be readily worked, grade the lawn and planting areas to the elevations shown on the Drawing:
  - 1. Where grades are not otherwise indicated, provide uniform levels or slopes between points where elevations are given.
  - 2. Make minor adjustments of grade where so directed by the Engineer.
  - 3. Provide finished grades which are even, uniform, and without abrupt change of surface.
  - 4. Slope soil away from structures to allow natural runoff of water, remodeling surfaces as required to do so. Grade low spots and pockets when soil is at optimum moisture content for working, provide for positive drainage.
  - 5. Provide final finished grades in planting areas 1-1/2" below paving and curbs or as shown on the Drawing.
  - 6. Remove soil generated by excavations to an approved off-site location, unless utilized to obtain desired grade.

### 3.4 Plant Pit and Backfill Soil

- A. Excavate plant pits for container plants with vertical sides and roughened surfaces, and shall be the size noted on Drawings.
- B. Backfill soil mix per cubic yard of soil: See Vegetation Schedule
- C. Thoroughly mix materials to the bottom of the pit so that they are evenly distributed and without clods or lumps. Compact to 90%.
- D. Position the plant in the hole and backfill no higher than halfway up the root ball. Place the recommended number of plant tablets evenly around the perimeter of, and immediately adjacent to the root ball at a depth, which is between the middle and the bottom of the root ball. Complete the backfilling, tamp, and water.

### 3.5 Planting Trees, Shrubs, Groundcover and Vines

- A. General:
  - 1. Prior to planting, provide one percolation test per 6000 sq. ft. Fill a 24" box size hole with water. If it does not completely drain within 24 hours, notify Engineer. The test shall be done with the supervision of the site superintendent.
  - 2. Plant nursery stock immediately upon delivery to the site and approval by the Engineer.
  - 3. Do not plant until irrigation system installation is complete and until final grades are established and approved.
  - 4. Plant locations shown on the Drawings are tentative and subject to minor modification in the field as directed by the Engineer. Make such modifications at no additional cost to Owner.
  - 5. Set plants so that when settled they will bear the same relation to the natural grade in the container.
- B. Planting Trees:
  - 1. Dig tree holes with vertical walls and level bottoms, making the hole twice the diameter of the root ball and 1-1/2 times the depth of the root ball for trees up to and including 24" box size. For trees 36" box size and larger dig holes twice the diameter of the root ball and 12" deeper than the root ball depth. Loosen the soil at side and bottoms.
  - 2. Backfill the hole with the specified mix, compacting as required, to the bottom of the boxed soil; insert the tree to the required grade; and backfill around sides with the specified mix.
- C. Planting Shrubs and Groundcover:
  - 1. Plant shrubs in pits at least twice the diameter of the root ball and at least twice the depth of the root ball.
  - 2. Loosen the compacted soil at bottom pits, and fill with the specified mix, to the bottom of the ball and compact.
  - 3. Set the plant and backfill to the required grade with the specified mix, thoroughly tamping and watering.
  - 4. Prepare depressed water basin as wide as plant root balls at each plant. Water thoroughly, backfilling voids with the prepared mix.
  - 5. Plant groundcover in pits at least 4" x 4" x 4". Moisten the areas prior to planting, and do not plant in dry soil. Set plants in center of pits so that crown of plant will be level with finished grade after settling of soil, then backfill and water. Groundcover shall be planted in straight rows and evenly spaced. Plant at intervals noted on Drawings. Triangular spacing shall be used unless noted otherwise on Drawings.
  - 6. Mulch Cover: All groundcover, perennial and annual beds shall be top dressed with 3" layer of mulch.
- D. Watering basin: Construct a mound of soil around each tree and plant to form a watering basin, placed at the edge and following the shape of the root ball:
  - 1. Make basin berms for trees, shrubs and vines from 5 gal., and larger containers at least 4" high. Unless otherwise directed, make other mounds at least 2" high.
  - 2. On slopes, construct half-mounds on the lower side if full mounds are not practical.
  - 3. After watering, refill settlement within the basins to the required grade, using the specified mix and recovering the surface with the specified mulch.
  - 4. Watering basins in shrub areas shall be planted with groundcover in normal pattern.

5. If soil settling occurs, bring plants back up to grade of adjacent planting areas.

### 3.6 Watering

- A. Immediately after planting, apply water to each tree, vine, and shrub by means of a hose in the planting basins until the material above the roots is completely saturated from the bottom to the top.
- B. Provide thorough watering of ground cover by means of the irrigation system within one hour after ground cover planting.
- C. Apply water in such quantities, and at such intervals, as required to keep the ground moist at all times well below the root system of grass and other planting.
- D. Provide hose watering for plants, which cannot be efficiently watered with the irrigation system.

### 3.7 Staking Trees Smaller Than 1-1/2" Caliper

- A. Remove nursery stakes and stake immediately after planting.
- B. Where trees are not to be guyed at time of planting, stake such trees by placing stake in the prepared hole and driving minimum 2" x 2" pressure-treated wood stake 24" into solid ground.
- C. Place the stake as close to the tree as possible without crowding or injuring the roots.
- D. The trunk shall be secured to stakes with ties just below the head of the tree. Wire ties shall be secured by twisting the ends.

### 3.8 Guying Trees Larger Than 1-1/2" Caliper

- A. Remove nursery stakes or bracing and guy immediately after planting.
- B. Set three wire guys, equally spaced, around the tree and attach to the tree trunk or main branching using 3/32" braided cable and 1/2" X 36" long PVC tubing.
- C. Anchor guys to 2" X 2" X 24" pressure-treated stakes driven a minimum of 18" into solid ground.

- 3.9 Pruning: At no time shall trees or plant materials be pruned, trimmed, or topped prior to delivery, and any alteration of their shape shall be conducted only with approval and when in the presence of the Engineer.

### 3.10 Cleanup

- A. After planting operations have been completed, remove trash, excess soil, empty plant containers and rubbish from the property. Scars, ruts, or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site.
- B. Leave the site broom-clean and wash down paved areas within the contract area, leaving the premises in a clean condition. Walks shall be left in a clean and safe condition.

### 3.11 Observation Schedule

- A. Notify the Engineer seven days in advance for the following site visits:
  1. Pre-job conference.
  2. Final grade review.
  3. Plant material review.
  4. Plant layout review.

5. Soil preparation and planting operations. One tree with each type of specified staking shall be approved prior to planting of trees.
  6. Pre-maintenance.
  7. Final walk-through.
- B. When observations are conducted by someone other than the Engineer, the contractor shall show evidence in writing of when and by whom these inspections were made.
- C. No site visits shall commence without items noted in previous observation reports either completed or remedied unless such compliance has been waived by the Owner. Failure to accomplish punch list tasks or prepare adequately for desired inspections shall make the contractor responsible for reimbursing the Engineer at the current billing rates per hour plus transportation costs. No further inspections shall be scheduled until this charge has been paid and received.
- 3.12 Maintenance: Provide landscape maintenance from start of work until project completion. Maintenance includes watering of lawns, plants, trees, etc., refertilization, weeding, mowing, cleaning up and edging, repairs of all washouts and gullies, repairs or protection, and other necessary work of maintenance. Maintain slopes against erosion.
- 3.13 Guarantee
- A. Guarantees after completion of maintenance period and final acceptance will be contingent on Owner's proper continuation of maintenance program.
  - B. The Contractor, in protecting his own interests, is obligated to periodically check work areas during his guarantee period to ensure proper maintenance procedures are being implemented.
  - C. In case of negligent or improper maintenance, the contractor shall state in writing to the Owner his observations and recommendations. Any claims not in writing will not be considered.
  - D. All cuttings, seed, and container plants up to and including 15 gallon size shall be guaranteed by the contractor as to growth and health for a period of ninety days after completion of maintenance period and final acceptance.
  - E. Guarantee boxed and field-grown trees to "live and grow" in an "acceptable, upright position": for a period of one year after completion of the specified maintenance period and/or final acceptance. Definition of "live and grow" and "acceptable, upright position" shall mean that the tree must, during the guarantee period, sustain a healthy, vigorous appearance. It shall not defoliate more than 30% nor shall 30% of the foliage be dried and unhealthy appearance. If the tree, during the guarantee period does not sustain this specified appearance, it shall be removed and replaced by a contiguous planting, structure, lighting, or sprinklers during replacement operations without cost to the Owner.
  - F. Within fifteen days of written notification by Owner, remove and replace guaranteed plant materials, which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials originally specified and shall meet original guarantees.

END OF SECTION 32 90 00

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## SECTION 33 05 13 - MANHOLES AND STRUCTURES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Cast in place concrete manholes and structures.
  - 2. Modular precast concrete manholes and structures with tongue and groove joints.
  - 3. Frames, grates, and accessories.
- B. Related Sections:
  - 1. Section 31 23 16 - Excavation.
  - 2. Section 33 42 13 - Pipe Culverts.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 318 - Building Code Requirements for Structural Concrete.
  - 2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
- B. ASTM International:
  - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
  - 2. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 3. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 4. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 5. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 6. ASTM C138/C138M - Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
  - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 8. ASTM C150 - Standard Specification for Portland Cement.
  - 9. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
  - 10. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
  - 11. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
  - 12. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
  - 13. ASTM C497 - Standard Test Method for Concrete Pipe, Manhole Sections, or Tile.
- C. American Welding Society:
  - 1. AWS D1.1 - Structural Welding Code - Steel.
  - 2. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- D. National Precast Concrete Association:
  - 1. NPCA Quality Control Manual for Precast Plants.
  - 2. NPCA Plant Certification Program.

#### 1.3 SUBMITTALS

- A. Shop Drawings:
  - 1. Indicate structure locations, elevations, sections, piping, conduit, sizes, and elevations of penetrations.
  - 2. Indicate design, construction and installation details, typical reinforcement and additional reinforcement at openings and for each type, size, and configuration.



- B. Product Data:
  - 1. Submit data for frames and covers, component construction, features, configuration, dimensions.
- C. Design Data:
  - 1. Submit concrete mix design for each different mix.
  - 2. Submit design calculations for custom fabrications signed and sealed by professional engineer.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.4 QUALITY ASSURANCE

- A. Obtain precast concrete structures from single source.
- B. Perform structural design in accordance with ACI 318.
- C. Perform Work in accordance with NPCA Quality Control Manual for Precast Plants.
- D. Perform welding in accordance with the following:
  - 1. Structural Steel: AWS D1.1.
  - 2. Reinforcing Steel: AWS D1.4.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Certified by NPCA Plant Certification Program prior to and during Work of this section.
- B. Installer: Company specializing in performing work of this section approved by manufacturer.
- C. Design structures under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Louisiana.
- D. Welders: AWS qualified within previous 12 months.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with precast concrete manufacturer's instructions for unloading, storing, and moving precast structures. Lift structures from designated lifting points.
- B. Do not deliver products until concrete has cured 5 days or attained minimum 75 percent of specified 28 day compressive strength.
- C. Store precast concrete structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

### PART 2 PRODUCTS

#### 2.1 GRATES AND FRAMES

- A. Inlet frames and grates shall be of good quality, strong, tough, even grained cast iron smooth, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and subject to hammer inspection. Cast iron shall conform to ASTM A48, Class 30. Grates and Frames shall be types as specified on the Drawings.

2.2 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33, except gradation requirements do not apply.
- C. Water: Clean and not detrimental to concrete.

2.3 CONCRETE REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars, uncoated finish.
- B. Precast Structures: Reinforcement in accordance with ASTM C478.

2.4 ACCESSORIES

- A. Joint Sealants and Joint Gaskets:
  - 1. Gasket Joints for Circular Concrete Pipe: ASTM C443; standard rubber gaskets.
- B. Grout:
  - 1. Cement Grout: Portland cement, sand, and water mixture with stiff consistency to suit intended purpose.

2.5 CONCRETE MIX

- A. Select proportions for normal weight concrete in accordance with ACI 318 and ACI 211.1.
- B. Provide concrete to the following criteria:
  - 1. Compressive Strength: 4,000 psi at 28 days.
  - 2. Water Cement Ratio:
    - a. Concrete Exposed to Freezing and Thawing: Maximum 0.45 percent by mass.
    - b. Watertight Concrete Not Exposed to Freezing and Thawing: Maximum 0.45 percent by mass.
    - c. Concrete Exposed to Corrosive Conditions: 0.40 percent by mass.
  - 3. Air Content:

Maximum Aggregate Size inches (mm)	Air Content, Percent	
	Severe Exposure	Moderate Exposure
3/8 inches (9 mm)	6.0 to 9.0	4.5 to 7.5
1/2 inches (13 mm)	5.5 to 8.5	4.7 to 7.0
3/4 inches (18 mm)	4.5 to 7.5	3.5 to 6.5
1 inches (25 mm)	4.5 to 7.5	3.0 to 6.0
1-1/2 inches (38 mm)	4.5 to 7.0	3.0 to 6.0

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs approved through submittal process.
  - 1. Do not use calcium chloride.

2.6 FABRICATION

- A. Fabricate precast concrete structures in accordance with ASTM C478 and NPCA Quality Control Manual for Precast Plants.
- B. Fabricate precast concrete structures to size, configuration, knock out panels, and openings as indicated on Drawings.

- C. Construct forms to provide uniform precast concrete units with consistent dimensions.
- D. Clean forms after each use.
- E. Install reinforcing by tying or welding to form rigid assemblies. Position reinforcing to maintain minimum 1/2 inch cover. Secure reinforcement to prevent displacement when placing concrete.
- F. Position and secure embedded items to prevent displacement when placing concrete.
- G. Deposit concrete in forms. Consolidate concrete without segregating aggregate.
- H. Provide initial curing by retaining moisture using one of the following methods:
  - 1. Cover with polyethylene sheets.
  - 2. Cover with burlap or other absorptive material and keep continually moist.
  - 3. Apply curing compound in accordance with manufacturer's instructions.
- I. Provide final curing in accordance with manufacturer's standard.
- J. Remove forms without damaging concrete.

## 2.7 CONCRETE FINISHES

- A. Formed Surfaces Not Exposed to View: As formed.
- B. Unformed Surfaces: Finish with vibrating screed or hand float.
  - 1. Permitted: Color variations, minor indentations, chips, and spalls.
  - 2. Not Permitted: Major imperfections, honeycomb, or other defects.
- C. Exposed to View Finishes: Light broom for surfaces as directed by the Engineer.

## 2.8 RIP RAP

- A. Rip rap for use at outfall locations. Refer to section 31 37 00.

## 2.9 SOURCE QUALITY CONTROL

- A. Perform the following tests for each Drop Inlet type placed.
  - 1. Slump: ASTM C143/C143M.
  - 2. Compressive Strength: ASTM C31/C31M and ASTM C39/C39M.
  - 3. Air Content: ASTM C231 or ASTM C173/C173M.
  - 4. Unit Weight: ASTM C138/C138M.
- B. Visually inspect completed precast structures for defects.
  - 1. Repair defects affecting exposed to view surfaces to achieve uniform appearance.
  - 2. Repair honeycomb by removing loose material and applying grout to produce smooth surface flush with adjacent surface.
  - 3. Repair major defects only when permitted by Engineer.
- C. Make test results available to Engineer upon request.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.

- B. Verify correct size and elevation of excavation.
- C. Verify subgrade and bedding is properly prepared, compacted, and ready to receive Work of this section.

### 3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe.
- B. Do not install structures where site conditions induce loads exceeding structural capacity of structures.
- C. Inspect precast concrete structures immediately prior to placement in excavation to verify are internally clean and free from damage. Remove and replace damaged units.
- D. Excavation and Backfill:
  - 1. Excavate for manholes and structures in accordance with Section 31 23 16 in location and to depth shown. Provide clearance around sidewalks of structure for construction operations.
  - 2. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes and structures in dry trench.

### 3.3 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Lift precast concrete structures at lifting points designated by manufacturer.
- B. When lowering structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and structure remains clean.
- C. Install precast concrete base to elevation and alignment indicated on Drawings.
- D. Install precast concrete structures to elevation and alignment indicated on Drawings.
- E. Assemble multi-section structures by lowering each section into excavation.
  - 1. Clean joint surfaces.
  - 2. Install watertight joint seals in accordance with manufacturer's instructions using gasket joints, and grout.
- F. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with grout.
- G. Connect pipe to structure and seal watertight. Cut pipe flush with interior of structure.
- H. Grout base, foundation slab to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel.
- I. Touch up damaged galvanized coatings.

### 3.4 CAST-IN-PLACE CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Prepare crushed stone bedding or other support system shown on Drawings, to receive base slab as specified for precast structures.
- B. Place base pad, trowel top surface level.
- C. Install manholes and structures supported at proper grade and alignment on crushed stone bedding and as shown on Drawings.
- D. Backfill excavations for manholes and structures in accordance with Section 31 23 23.

- E. Form and place manhole and structures cylinder plumb and level, to correct dimensions and elevations.
- F. Cut and fit for pipe.
- G. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour as indicated on Drawings.
- H. Set grates and frames level without tipping, to correct elevations.
- I. Coordinate with other sections of Work to provide correct size, shape, and location.

### 3.5 FIELD QUALITY CONTROL

- A. Test concrete manhole and structure sections in accordance with ASTM C497.

END OF SECTION 33 05 13

## SECTION 33 30 00 – SEWERS AND APPURTENANCES

### PART 1 - GENERAL

#### 1.01. WORK INCLUDED

- A. This section covers the construction of gravity sewer lines and sanitary manholes.
- B. Included in this section are gravity sewer lines, manholes, and AS-BUILT plan(s).
- C. The Contractor shall furnish all materials, equipment, transportation, tools and labor necessary and complete the system in substantial conformance with the lines; grades, and locations shown on the plans.

#### 1.02. REFERENCED SPECIFICATIONS

- A. Those parts of the referenced specifications which are applicable hereto shall be considered as if written herein in full.
- B. A.S.T.M.: American Society of Testing Materials.
- C. A.W.W.A: American Water Works Association.
- D. A.S.A.: American Standards Association.

### PART 2 - PRODUCTS

#### 2.01. FOUNDATION, EMBEDMENT, & BACKFILL

- A. Embedment Material shall be a non-plastic, granular, siliceous material with 100% passing the ½ inch sieve, 75 – 100% passing the No. 10 sieve and 0 to 10% passing the No. 200 sieve, free of trash, roots and weeds and other deleterious materials.
- B. Backfill material shall be as indicated on the plans.

#### 2.02. GRAVITY PIPE

- A. PVC. Polyvinyl Chloride (PVC) sewer pipe shall be designed and manufactured to carry sewage by gravity flow and shall meet the requirements of A.S.T.M. D3034 with a maximum SDR of 35 and a minimum F/Y stiffness of 45 PSI tested in conformance with A.S.T.M. D2412. Joints for PVC pipe shall consist of an integral bell with a factory installed locked in gasket conforming to ASTM F477 . Fittings shall be those manufactured by or approved for use by the manufacturer of the pipe. All fittings shall have the same or greater strength than the pipe.

#### 2.03. STRUCTURES

- A. Manholes shall be precast reinforced concrete conforming to ASTM A48. Manhole risers and tops shall conform to ASTM C478 with joints of "Ram-Nek" or ASTM C443 rubber gasket. Interior of manholes shall be coated with coal tar epoxy.
- B. Castings for manholes shall conform to A.S.T.M. A48, Class 30 with the word SEWER cast into the cover. Castings shall be made within THE UNITED STATES, shall be free from cracks, blow holes, mold pull, risers,

fins and shall not exceed plus or minus 1/16" per linear foot of major dimension.

- C. Precast manholes shall conform to the requirements of ASTM C478.
- D. Manhole steps shall conform to ASTM A48.
- E. Concrete used in structures shall have a minimum of 5-1/2 sacks of cement per cubic yard, a maximum slump of 4", and a specified strength of 4000 PSI @ 28 days and shall contain Xypex C-1000 admixture at a rate of 3% by weight of cement.
- F. Reinforcing steel shall conform to ASTM A15 and A395.
- G. Precast risers shall be the eccentric cone type.
- H. Sewer openings shall be encased in one section of the manhole.

### PART 3 - EXECUTION

#### 3.01. EXCAVATION

- A. Excavations shall be open cuts with vertical sides. Excavated material will be placed so as not to interfere with public movement or to endanger the trench.
- B. No greater length of trench shall be opened in advance of the installed pipe or structure, nor left unfilled to the rear for more than 100', or to such other shorter length as the Engineer shall direct. An open trench not barricaded and lighted to the rear or in advance of pipe laying operations, shall not be allowed at night or when operations are suspended.
- C. If unauthorized excavation is made below the grade required by the plans, the Contractor at his expense shall backfill to grade with embedment material.
- D. Excavation includes removal of stumps, roots and logs encountered within the trench, and to a depth of 12" below the bottom of the trench. Excavation below grade to remove an obstruction encountered in the trench section and which may extend below grade and the foundation materials used to fill the undercut shall be paid at a negotiated price.
- E. The trench width shall not exceed the dimensions shown on the plans.
- F. Base slabs for manholes shall be constructed on dry, compacted excavation bottoms.

#### 3.02. SHEETING & BRACING

- A. Protection of the excavation against caving or settling of the banks shall be the sole responsibility of the Contractor. He shall protect the sides of his excavation by sheeting and bracing as may be necessary to support the trench walls and any adjacent structures and sheeting and shoring shall be such as the nature of the ground and related construction and material storage may dictate.
- B. The sheeting and bracing, where indicated on the drawings, is for the purpose of controlling the loading on the pipe only. The Contractor by his operations, the proximity of his equipment to the trench and the weight of this equipment, the location of backfill and construction material relative to the trench, etc. will increase or decrease the possibility of trench wall collapse and is solely responsible for installing the sheeting and bracing necessary to prevent this collapse.
- C. All sheeting and bracing left in the trench shall be cut off a minimum of 3 feet below existing ground surface.

3.03. FOUNDATION

- A. The foundation shown on the plans is a minimum design section; the use of additional material unless approved by the Engineer in writing will be at the Contractor's expense.

3.04. BACKFILLING

- A. Backfilling of sewer trenches shall begin as soon as the joints have been made properly and the location of WYES and TEES properly recorded.
- B. Embedment material shall be placed in the trench on top of the foundation on both sides and over the pipe in accordance with the plan section and compacted to a minimum of 95% of ASTM D 1557.
- C. Granular material or select excavated material, as noted on the plans, shall be placed over the embedment material in layers not to exceed 12" and each layer tamped and compacted prior to the placement of the next layer.
- D. Buried pipe shall have a minimum of 12" of compacted granular material under the pipe and a minimum of 12" of compacted granular material over the pipe.
- E. Pipe trenches under existing roads shall be backfilled with sand or other suitable granular material approved by the engineer and compacted to 95% of the standard proctor (ASTM D698). The maximum width of the trench shall not exceed the outside diameter of the pipe plus 2 feet.

3.05. STRUCTURES

- A. Drop sewer manholes shall be installed when the vertical distance from the manhole invert to the inlet sewer invert exceeds 2 feet.
- B. Manhole tops shall be constructed to finished grade. A watertight manhole dish insert shall be installed, rainstopper or equal. Where feasible, manhole tops shall be constructed at least 12 inches above the highest floodwater elevation and at least 12 inches above the crown of the adjacent roadway.
- C. Manhole frames, covers, and steps shall be asphalt coated.
- D. Connection of sewer pipe to manhole shall be watertight with manhole connector, water stop and non-metallic concrete grout. Connection shall be such that the change in direction of flow is at an angle of 90 degrees or less.
- E. Manhole foundation slabs shall be constructed on dry bottom with foundation material as shown on the plans.
  - 1. Concrete  $f'c = 4,000$  PSI @ 28 days.
  - 2. Base for manhole foundation slabs shall be a minimum of 6" of compacted aggregate.

3.06. STRUCTURE CONNECTIONS

- A. A structure connection shall be laid to the limits as specified herein and indicated on the drawings.
- B. When not shown otherwise connections will be laid to a depth at the tie in point to the structure line of three feet below the top of the proposed grade.

3.07. LAYING GRAVITY SEWER LINES

- A. Contractor, prior to laying pipe, shall verify the location and elevation of tie-ins. Unless indicated otherwise, all pipes shall be installed with 3'-0" minimum cover.



- B. Lay pipe to line and grades with bell upgrade maintaining a minimum 3'-0" of cover.
- C. Each pipe length shall be clean and laid to form a close joint.
- D. Identification tape shall be buried in the trench above the force main pipe.
- E. All material excavated and all construction material shall be placed so as to interfere as little as possible with public travel.
- F. Bridge trenches at street crossings, driveways and sidewalks keeping open alternate streets crossing the work.
- G. Give free access to fire engines, fire hydrants, water valves, fire alarm boxes, mail boxes and as far as possible driveways.
- H. Protect all poles, posts, gallery supports, signs, etc.
- I. Should the location or position of any gas or water pipe, telephone conduit, sewer connection, etc. be such that it is in direct conflict with the sewer or manhole being constructed then the conflict shall be remedied as follows:
  - 1. For private utilities such as telephone or power lines and poles, the Contractor shall request in writing to the proper utility company that the conflicting item be removed.
  - 2. For water service connections smaller than 4" the Contractor shall relocate to avoid the conflict at his expense.
  - 3. The Contractor at his expense shall repair all surface and subsurface structures damaged by his work that cross or are in the trench in such a location as not to directly conflict with the sewer. The owner is only obligated to inform the Contractor of the location of such utilities that the owner knows exist.
  - 4. When a utility whose damage could cause a serious accident, such as a gas pipe line, is shown on the plans in proximity to the sewer line, the Contractor shall carefully find the exact location of this utility and protect it before beginning work on the sewer.

3.08. CARE & RESTORATION OF STREETS, DRIVEWAYS, ETC.

- A. All streets, driveways, parking areas, sidewalks, etc. at the treatment plant or the lift stations damaged by the Contractor shall be repaired at his expense.
  - 1. If not shown otherwise on the plans, concrete for repairs shall contain 6-1/2 sacks of cement per cubic yard, a water reducing admixture and have a maximum slump of 4".
  - 2. If not shown otherwise on the plans repairs of concrete shall be to the nearest joint, or, if approved by the Engineer to a saw cut joint.
  - 3. Repairs shall be of the thickness of the concrete being repaired but not less than 4" for sidewalks, 6" for driveways and 8" for streets, unless otherwise shown.
- B. Excavations through yards and grassy areas shall be topped with a 6" thick mixture of clay granular material or excavated material and seeded and fertilized in accordance with the specifications.

3.09. TESTING AND ACCEPTANCE

- A. The gravity sewer system shall pass smoke testing of all lines.
- B. The gravity sewer system shall be tested for leaks. Exfiltration of gravity sewers shall not exceed 200 gallons per day per inch diameter per mile.

- C. Gravity sewer pipes shall be checked for alignment by lamping or laser. Misaligned pipe shall be reinstalled.
- D. All testing shall be performed in the presence of the Engineer. A minimum of 48 hours notice shall be given prior to scheduling testing.

3.10. AS-BUILT PLANS

- A. The owner shall be furnished with "as-built" drawings showing the entire sewer system including all pipelines and as follows:
  - 1. Distance of service connection from downstream manholes. The distance shall be measured along the centerline of the sewer and shall be equal to the distance from the center of the downstream manhole to the projection point of each service connection (at property line) onto the sewer.
  - 2. The invert and top of casting elevations and depths of each manhole.
  - 3. Pipe inverts at each manhole.
  - 4. The center-to-center distances of consecutive manholes.
- B. Drawings shall be furnished in electronic media, in both Autocad format (2021 or higher) and pdf format.

END OF SECTION 33 30 00

## SECTION 33 42 13 - PIPE CULVERTS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete pipe culvert.
  - 2. Joints and accessories.
  - 3. Bedding.
  - 4. Slope protection at pipe end.
  
- B. Related Sections:
  - 1. Section 31 23 17 - Trenching: Excavating for culvert piping.
  - 2. Section 31 23 17 - Trenching: Backfilling over piping.
  - 3. Section 31 37 00 - Riprap.
  - 4. Section 33 05 13 - Manholes and Structures.

#### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
  - 2. ASTM C506 - Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
  - 3. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

### PART 2 PRODUCTS

#### 2.1 CONCRETE CULVERT PIPE

- A. Reinforced Circular Concrete Pipe: ASTM C76, Class III with Wall Type A, B, or C.
  - 1. Bell and spigot end joints.
  
- B. Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe: ASTM C506, Class III.
  
- C. Reinforced Concrete Pipe Joint Device: ASTM C443, rubber compression gasket joint.

#### 2.2 BEDDING AND COVER MATERIALS

- A. Bedding: Fill Type as specified in Drawings.
  
- B. Cover: Fill Type as specified in Drawings.

### PART 3 EXECUTION

#### 3.1 EXCAVATION AND BEDDING

- A. Excavate culvert trench to 12 inches below pipe, in accordance with Drawings. Hand trim excavation for accurate placement of pipe to elevations indicated.
  
- B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches compacted depth.

- C. Maintain optimum moisture content of bedding material to attain compaction density.

### 3.2 INSTALLATION - PIPE

- A. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
- B. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope.

END OF SECTION 33 42 13



# ST. TAMMANY PARISH, LOUISIANA SAFE HAVEN CAMPUS IMPROVEMENTS MANDEVILLE, LA

STP BID NO. 23-46-2

PARISH PRESIDENT

MICHAEL B. COOPER

COUNCIL MEMBERS

- COUNCIL MEMBER - DISTRICT 1 RICK SMITH
- COUNCIL MEMBER - DISTRICT 2 LARRY ROLLING
- COUNCIL MEMBER - DISTRICT 3 MARTHA J. CAZAUBON
- COUNCIL MEMBER - DISTRICT 4 KATHY SEIDEN
- COUNCIL MEMBER - DISTRICT 5 PAT PHILLIPS
- COUNCIL MEMBER - DISTRICT 6 CHERYL TANNER
- COUNCIL MEMBER - DISTRICT 7 JOE IMPASTATO
- COUNCIL MEMBER - DISTRICT 8 PAT BURKE
- COUNCIL MEMBER - DISTRICT 9 DAVID COUGLE
- COUNCIL MEMBER - DISTRICT 10 MAUREEN "MO" O'BRIEN
- COUNCIL MEMBER - DISTRICT 11 ARTHUR LAUGHLIN
- COUNCIL MEMBER - DISTRICT 12 JERRY BINDER
- COUNCIL MEMBER - DISTRICT 13 JEFF CORBIN
- COUNCIL MEMBER - DISTRICT 14 JIMMY STRICKLAND

CONTRACTOR CLASSIFICATION:

HIGHWAY, STREET AND BRIDGE CONSTRUCTION  
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



SITE MAP

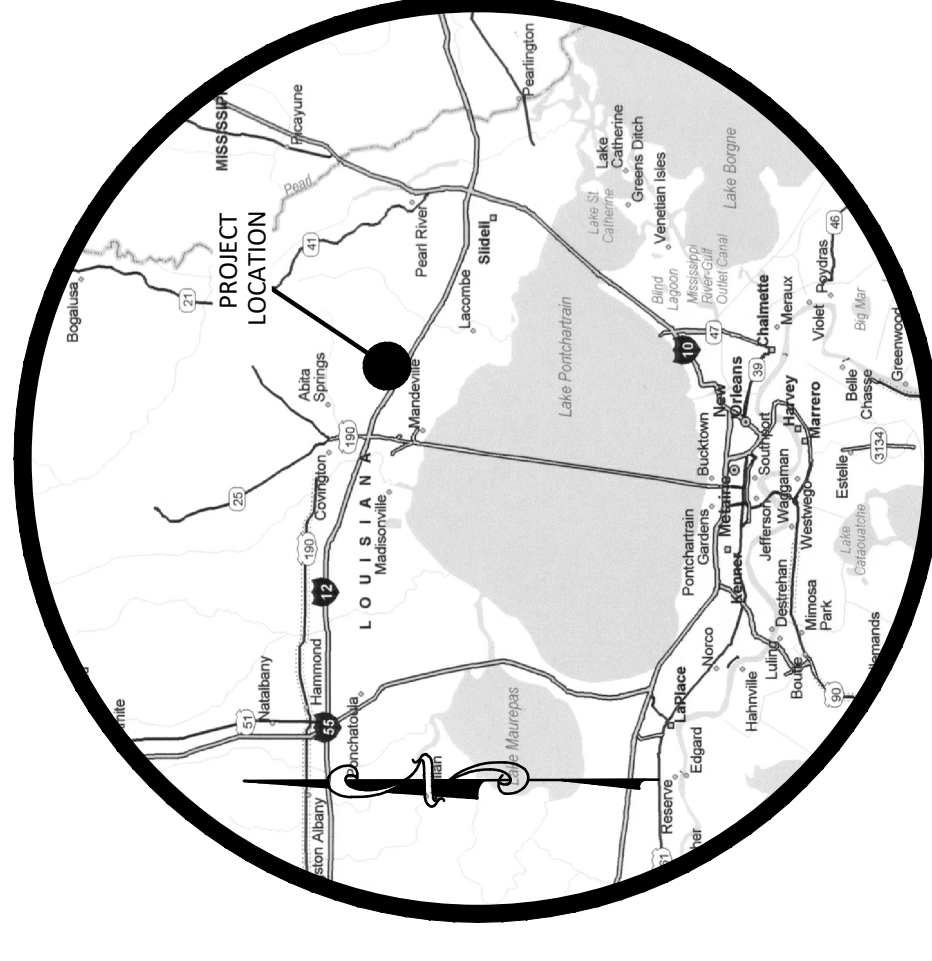
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NOVEMBER 10, 2023

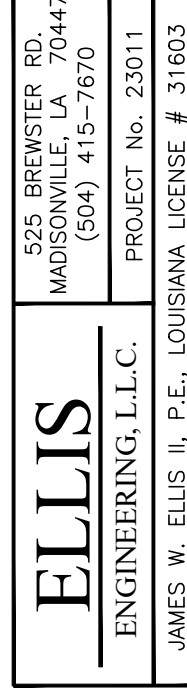
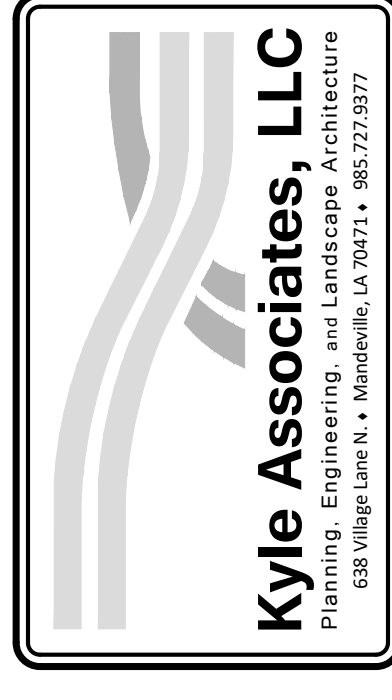


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STP PROJECT NOS.

- EN21000143 SAFE HAVEN STORMWATER MANAGEMENT
- EN21000147 SAFE HAVEN ROADWAY SIDEWALKS
- EN21000148 SAFE HAVEN NATURE TRAILS
- FM2100149 SAFE HAVEN INFORMATION SIGNAGE (WAYFINDINGS)
- FM21000150 SAFE HAVEN PAVILIONS
- TU2100145 SAFE HAVEN UTILITIES



BID SUBMITTAL







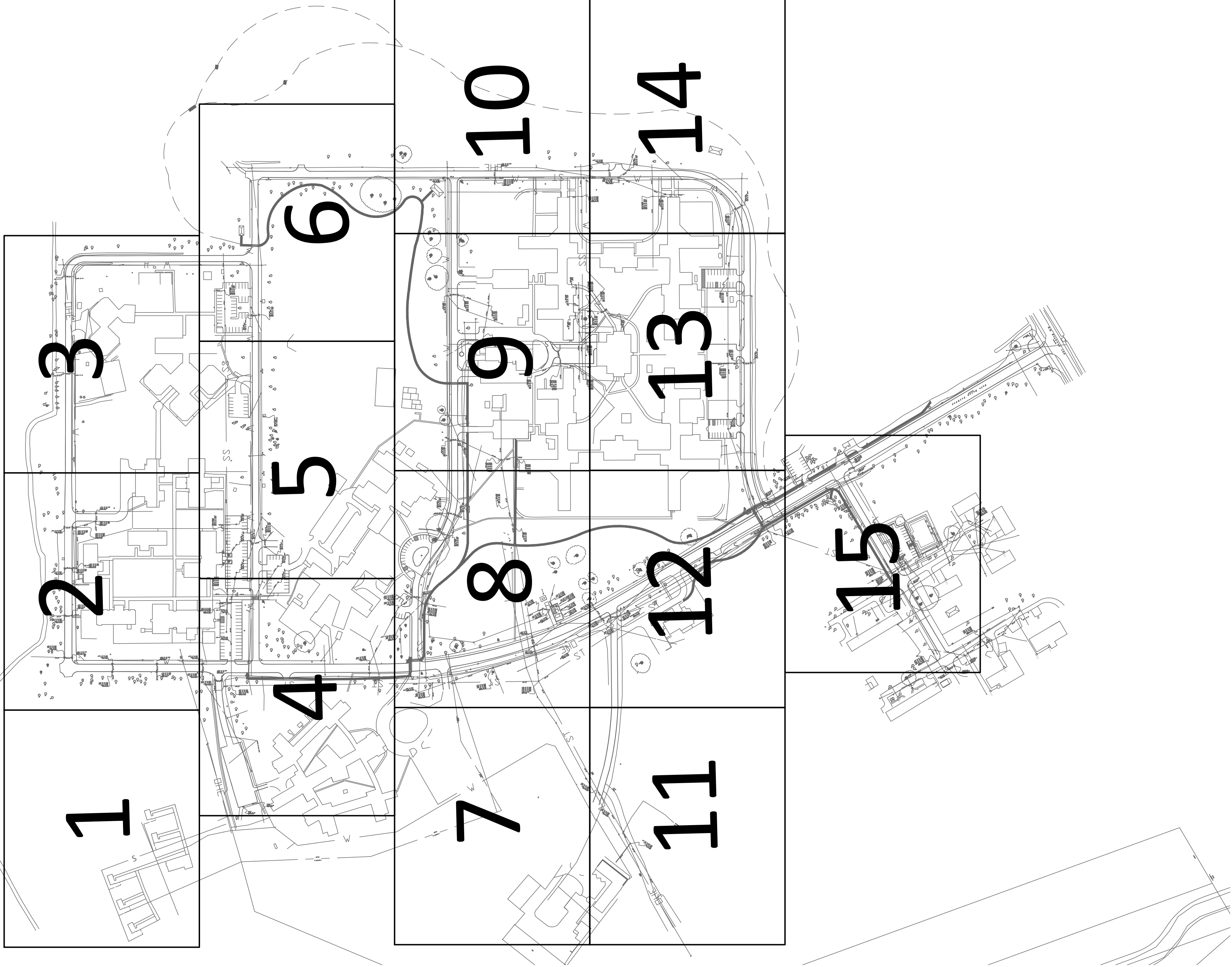


**LEGEND:**

- PAVEMENT REMOVAL/REPLACEMENT
- CURB REMOVAL/REPLACEMENT
- SIDEWALK REMOVAL
- PROPOSED DRAINAGE STRUCTURE
- FLARED END SECTION
- RCPA PROPOSED STORM SEWER
- EX. STORM SEWER
- EX. CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIPRAP

**GENERAL NOTES:**

1. THE CONTRACTOR MUST PROVIDE ACCESS (INGRESS AND EGRESS) AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY ST. TAMMANY PARISH 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
2. THE CONTRACTOR MUST PROVIDE TEMPORARY AGGREGATE FOR COVER IN ALL TRENCHES IN PAVEMENT LEFT OVER NIGHT OR FOR AN EXTENDED PERIOD OF TIME.
3. EXISTING UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL CONTACT Louisiana One Call™ AT 811 OR [www.laonecall.com](http://www.laonecall.com) 48 HOURS PRIOR TO DIGGING FOR UTILITY MARKING AND COORDINATE THE LOCATION (HORIZONTAL AND VERTICAL) OF ANY EXISTING UTILITIES (POWER, TELEPHONE, GAS, WATER, SEWER, ETC.) WITH THE APPROPRIATE UTILITY COMPANY BEFORE CONSTRUCTION BEGINS.
4. ANY UTILITY LINES OR SERVICE LINES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON PLANS OR NOT, SHALL BE PROTECTED BY THE CONTRACTOR AND ANY REPAIRS NECESSARY DUE TO DAMAGE TO SAME BY THE CONTRACTOR SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL CLEARANCES ON ANY REQUIRED UTILITY SERVICE CROSSINGS BEFORE INSTALLATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT THE WORK AND SHALL VERIFY ALL ELEVATIONS, MEASUREMENTS AND GRADES PRIOR TO BEGINNING OF CONSTRUCTION.
7. THE CONTRACTOR SHALL BEAR RESPONSIBILITY FOR SITE RESTORATION AT THE CONCLUSION OF THE WORK, INCLUDING ANY DAMAGED OR DISTURBED PAVING, SIGNAGE, SIDEWALK, DRIVEWAYS, CURBING, FENCING, LIGHTING, UTILITIES, ETC. NOT REQUIRED TO BE REPLACED OR RECONSTRUCTED. RESTORATION OF SAME SHALL BE TO ORIGINAL CONDITION OR BETTER, TO THE COMPLETE SATISFACTION OF THE OWNER AND ENGINEER, AT NO ADDITIONAL PAY.
8. THE CONTRACTOR SHALL PROTECT TREES, SHRUBBERY, FLOWERS, SOD AND OTHER VEGETATION, NOT SPECIFIED FOR REMOVAL BY DRAWINGS OR SPECIFICATIONS, AND SHALL REPAIR OR REPLACE SUCH ITEMS AS ARE DAMAGED DURING CONSTRUCTION OF THE PROJECT WITH THE SAME TYPES AND QUALITY AS THOSE THAT ARE DAMAGED. SUCH REPAIR OR REPLACEMENT SHALL BE TO THE SATISFACTION OF THE ENGINEER AND THE OWNER OF THE PROPERTY INVOLVED, AND SHALL BE AT NO ADDITIONAL PAY.
9. EXCAVATION SHALL BE PERFORMED IN STRICT ACCORDANCE WITH OSHA AND OTHER SAFETY REGULATIONS TO INCLUDE ALL DEWATERING AND SHEETING. ALL EXCAVATION SHALL BE COVERED, BACKFILLED, OR PROTECTED AS DIRECTED BY THE PROJECT ENGINEER, AND SHALL BE FULLY DELINEATED AT NIGHT AND WHEN WORK IS NOT IN PROGRESS. EXCAVATED PITS, ETC. SHALL BE FULLY FENCED OR BARRICADED TO PREVENT ACCESS BY PEDESTRIANS. OPEN CUTS MUST BE RESTORED TO SUCH CONDITIONS AS TO WITHSTAND VEHICLE AND PEDESTRIAN LOADS.
10. THE CONTRACTOR IS RESPONSIBLE TO DESIGN, PROVIDE, INSTALL AND MAINTAIN SHEETING, SHORING, BRACING AND DEWATERING SYSTEMS REQUIRED TO COMPLETE THE WORK IN A CONTINUOUS SAFE MANNER. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR THE STABILITY AND ADEQUACY OF SHEETING, SHORING, BRACING AND DEWATERING SYSTEMS CONSTRUCTED BY HIM AND ALL COSTS AND DAMAGES RESULTING FROM THE FAILURE THEREOF.
11. CONTRACTOR SHALL MAINTAIN DRAINAGE WITHIN THE PROJECT AREA DURING CONSTRUCTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR HOUSEKEEPING OF THE PROJECT SITE AND ALL ACCESS ROADS ON A DAILY BASIS AND SHALL KEEP THE AREA CLEAN AND FREE OF ALL TRASH AND DEBRIS.
13. CONTRACTOR SHALL SUPPLY TO ENGINEER FOR HIS REVIEW A COMPLETE SET OF SHOP DRAWINGS OF EACH STRUCTURE, PRIOR TO WORK, FOR APPROVAL BY ENGINEER.



SAFE HAVEN CAMPUS IMPROVEMENTS  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

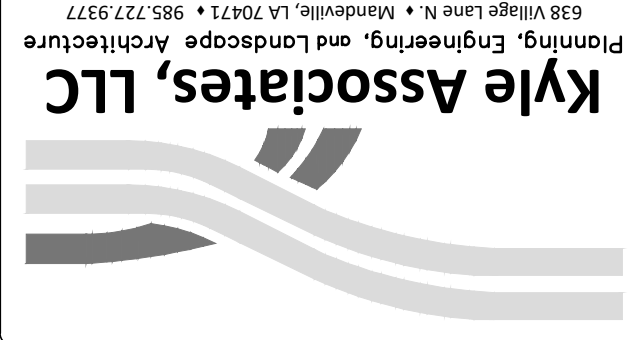
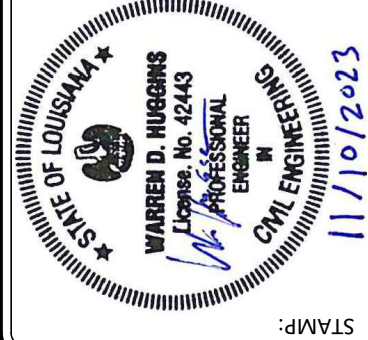
KEY MAP

SCALE: (22x34) 1"=200'  
 SCALE: (11x17) 1"=400'  
 DATE: 11.10.23

DESIGNED BY: WDH  
 DRAWN BY: SG  
 CHECKED BY: WDL  
 JOB NO: 21076

CADD FILE NAME: DR-00-KEY SHEET.dwg

NO.	DATE:	REVISIONS	APP'D.



SHEET NO.  
**DR-00**













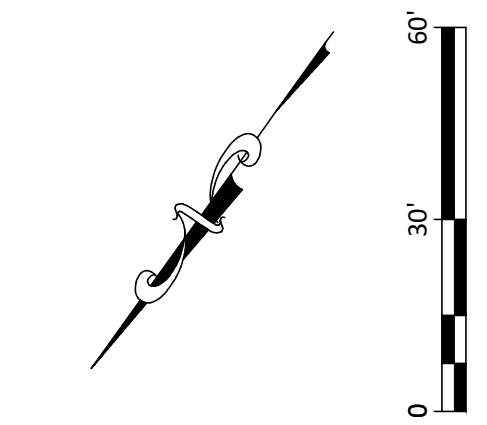
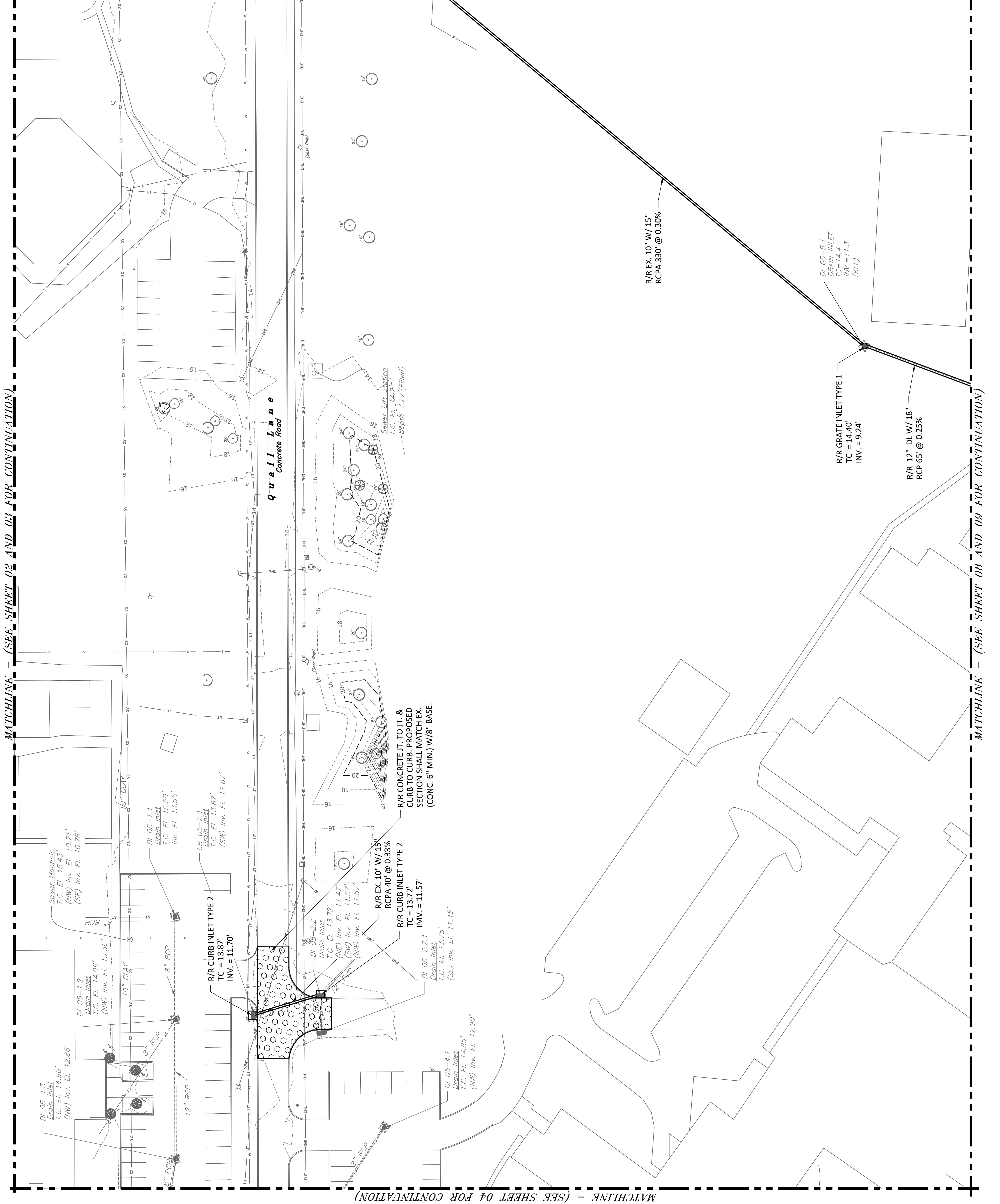




MATCHLINE - (SEE SHEET 04 FOR CONTINUATION)

MATCHLINE - (SEE SHEET 02 AND 03 FOR CONTINUATION)

MATCHLINE - (SEE SHEET 06 FOR CONTINUATION)



**SAFE HAVEN CAMPUS IMPROVEMENTS**

23515 Hwy 190, Mandeville, LA  
St. Tammany Parish Government

**PROPOSED DRAINAGE IMPROVEMENTS**

SCALE: (2X24) 1" = 30'  
DESIGNED BY: WDH

SCALE: (1X17) 1" = 60'  
CHECKED BY: SG

DATE: 11.10.23  
JOB NO: 21076

NO.	DATE:	REVISIONS

APP'D

STATE OF LOUISIANA  
REGISTERED PROFESSIONAL ENGINEER  
WALTER D. HIGDON  
License No. 62480  
11/10/2023

**Kyle Associates, LLC**  
Planning, Engineering, and Landscape Architecture  
639 Village Lane N. • Mandeville, LA 70471 • 985.272.9377

SHEET NO. **DR-05**

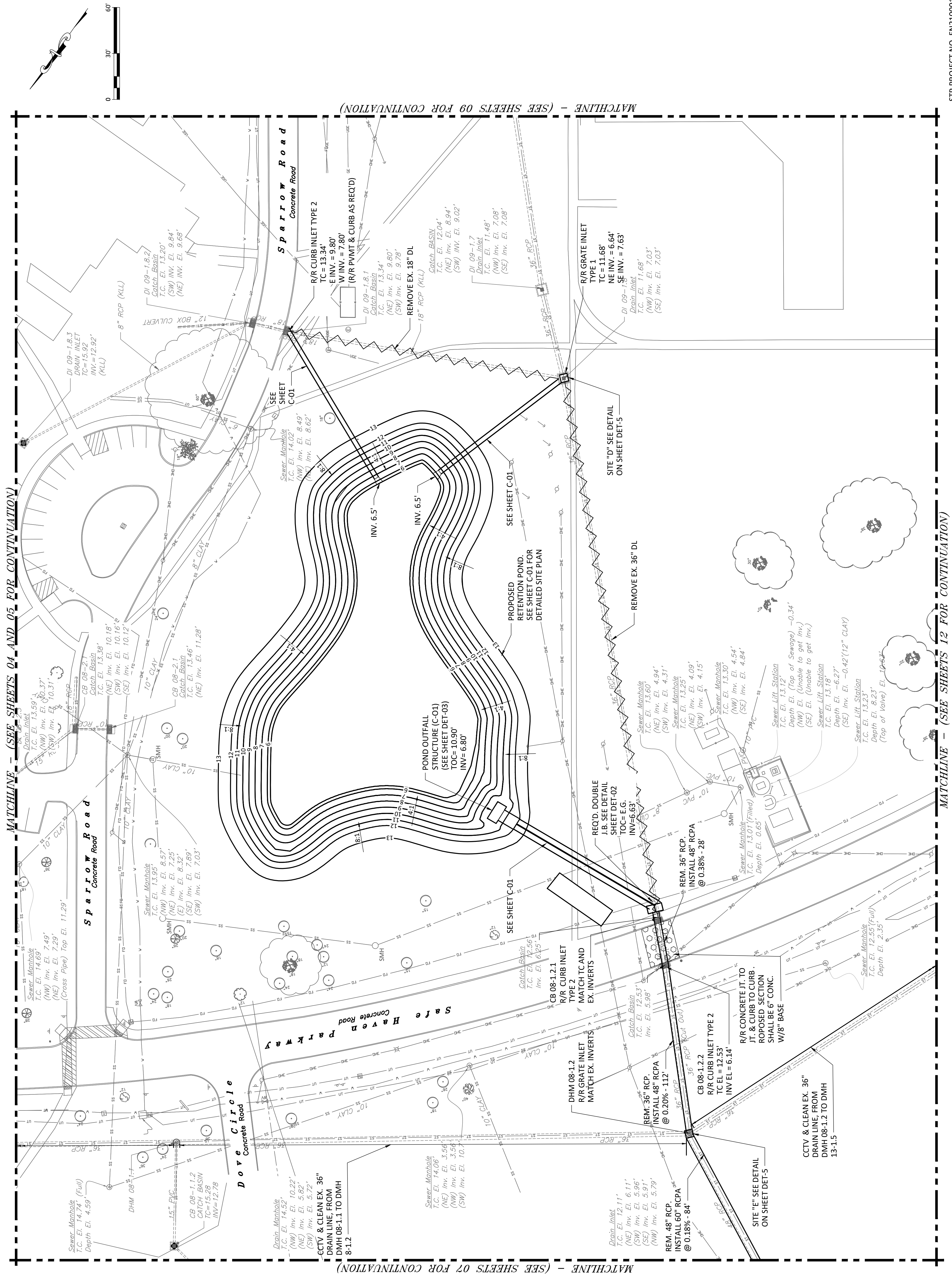
STP PROJECT NO. EN21000143













MATCHLINE - (SEE SHEET 05 AND 06 FOR CONTINUE)

MATCHLINE - (SEE SHEET 08 FOR CONTINUE)

MATCHLINE - (SEE SHEET 10 FOR CONTINUE)

MATCHLINE - (SEE SHEET 13 FOR CONTINUE)

CADD FILE NAME:  
DR-01-DR-15\_3D Pipe Network.dwg

DESIGNED BY: WDH	SCALE: (2X/34)	1" = 30'
DRAWN BY: SG	SCALE: (1X/17)	1" = 60'
CHECKED BY: WDL	JOB NO. 21076	DATE: 11.10.23

**SAFE HAVEN CAMPUS IMPROVEMENTS**  
23515 Hwy 190, Mandeville, LA  
St. Tammany Parish Government

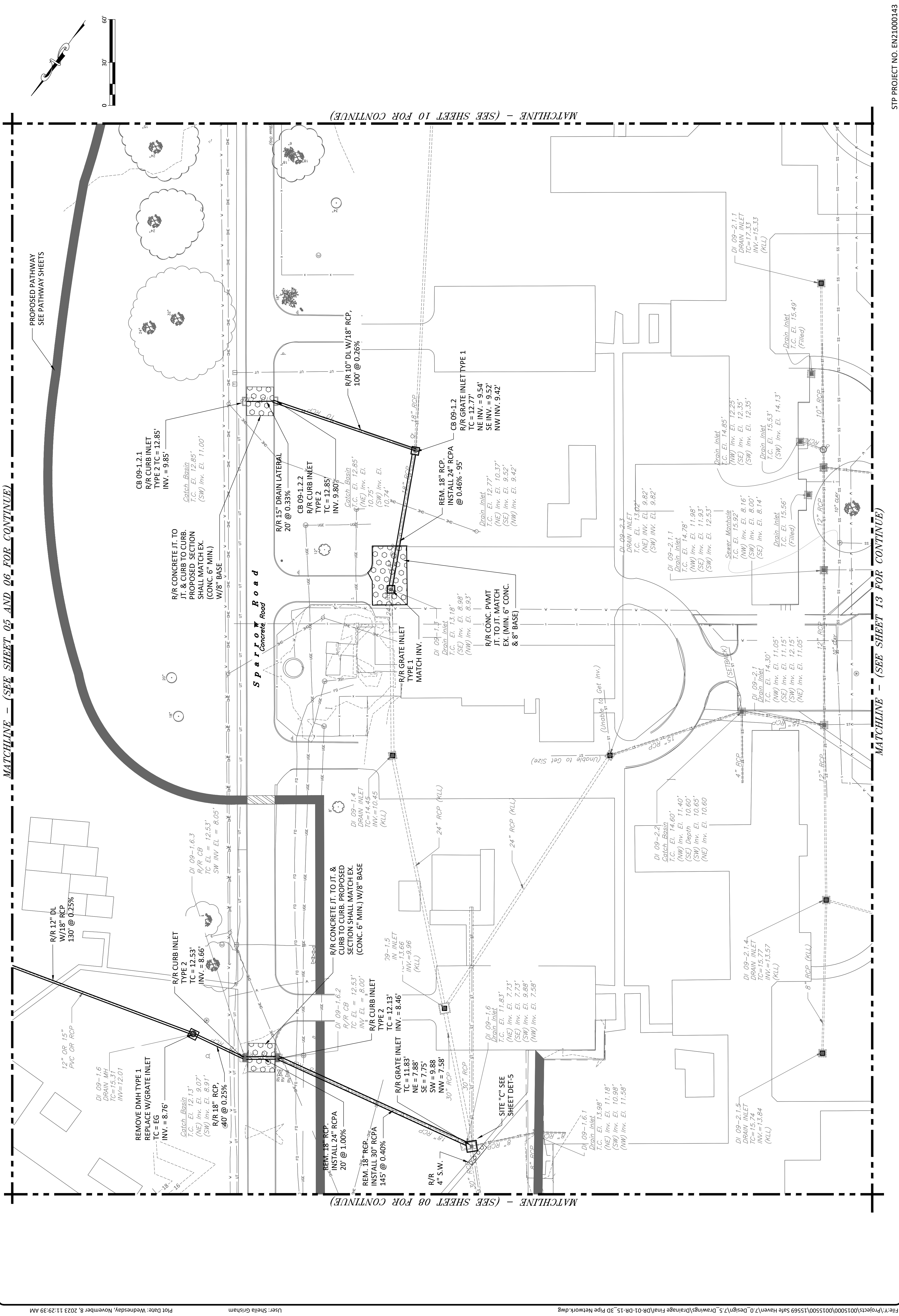
**PROPOSED DRAINAGE IMPROVEMENTS**

NO.	DATE:	REVISIONS	APP'D.

STATE OF LOUISIANA  
WARRREN D. HIGDON  
Professional Engineer  
No. 6248  
11/10/2023

**Kyle Associates, LLC**  
Planning, Engineering, and Landscape Architecture  
639 Village Lane N. • Mandeville, LA 70471 • 985.273.9377

SHEET NO.  
**DR-09**



STP PROJECT NO. EN21000143



















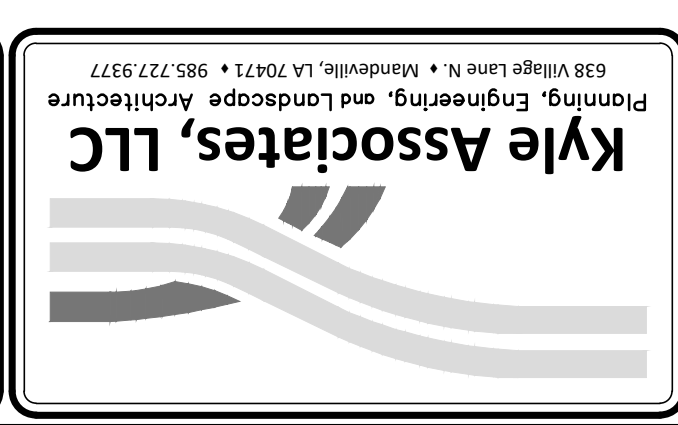
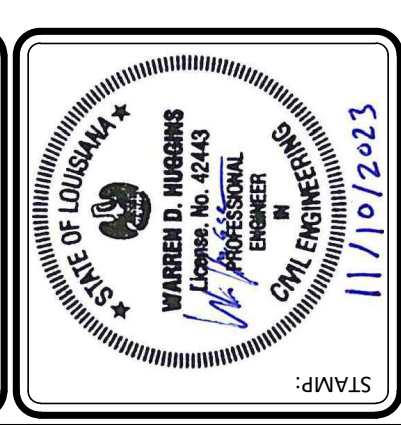


SCALE: (2X3/4)	1" = 30'
DESIGNED BY:	WDH
DRAWN BY:	SG
CHECKED BY:	WDL
JOB NO.:	21076
DATE:	11.10.23

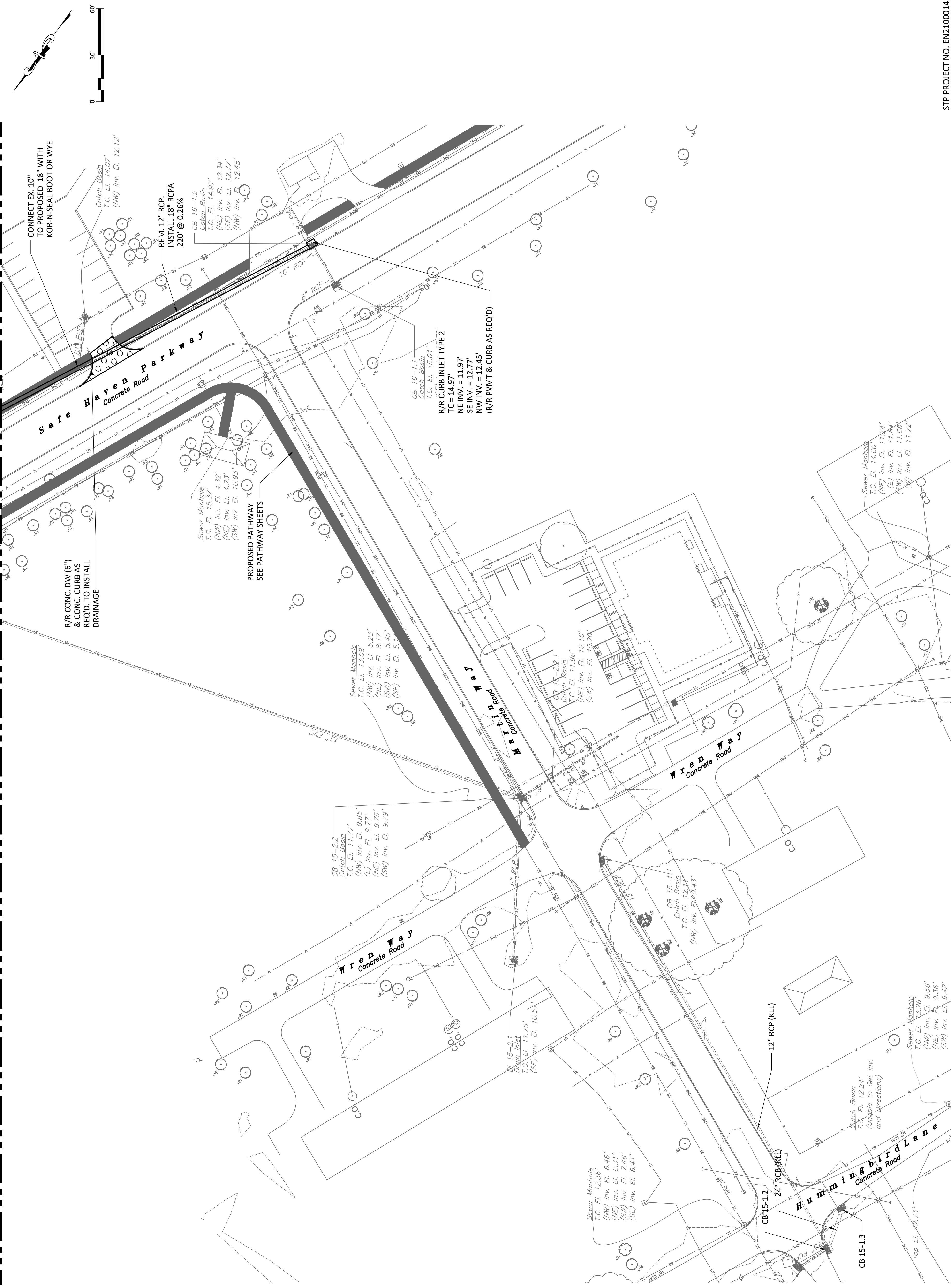
**SAFE HAVEN CAMPUS IMPROVEMENTS**  
23515 Hwy 190, Mandeville, LA  
St. Tammany Parish Government

**PROPOSED DRAINAGE IMPROVEMENTS**

NO.	DATE:	REVISIONS	APP'D



MATCHLINE - (SEE SHEET 12 FOR CONTINUE)



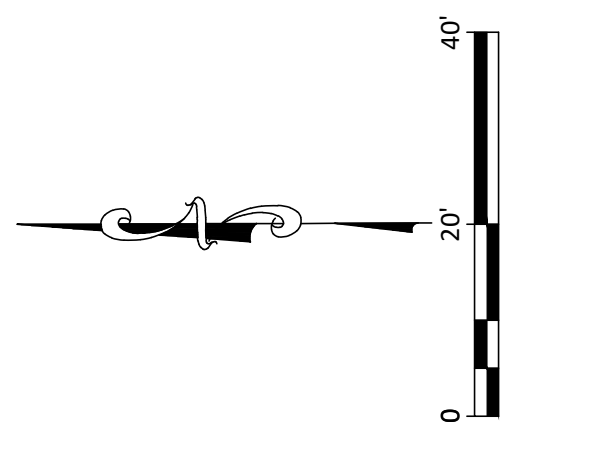






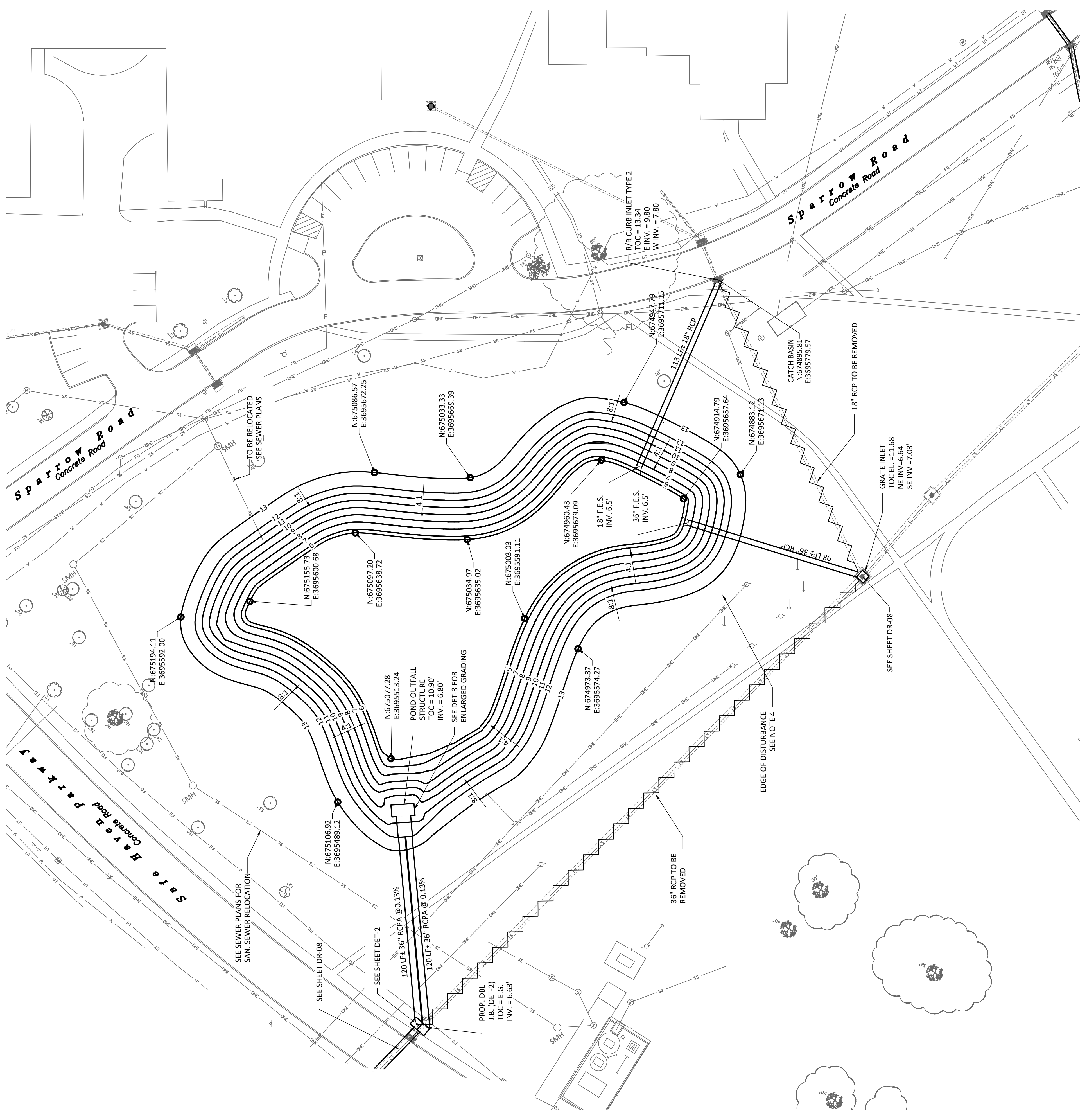






**POND NOTES:**

1. WATER ELEVATION IN THE PROPOSED POND SHALL REMAIN CONSTANT AT 10.5' M.S.E.
2. SEWER RELOCATION MUST BE COMPLETE PRIOR TO POND EXCAVATION.
3. REFER TO SHEET DET-3 FOR OUTLET STRUCTURE DETAILS.
4. ALL TREES TO BE CLEARED WITHIN POND DISTURBANCE AREA. TREES SHOWN ON PLANS DO NOT REFLECT ALL TREES ON THE SITE.
5. POND TOP OF BANK SHALL BE EL. 13.0'. POND BOTTOM SHALL BE EL 5.5'.
6. SEE SHEET LS-2 FOR POND PLANTING.

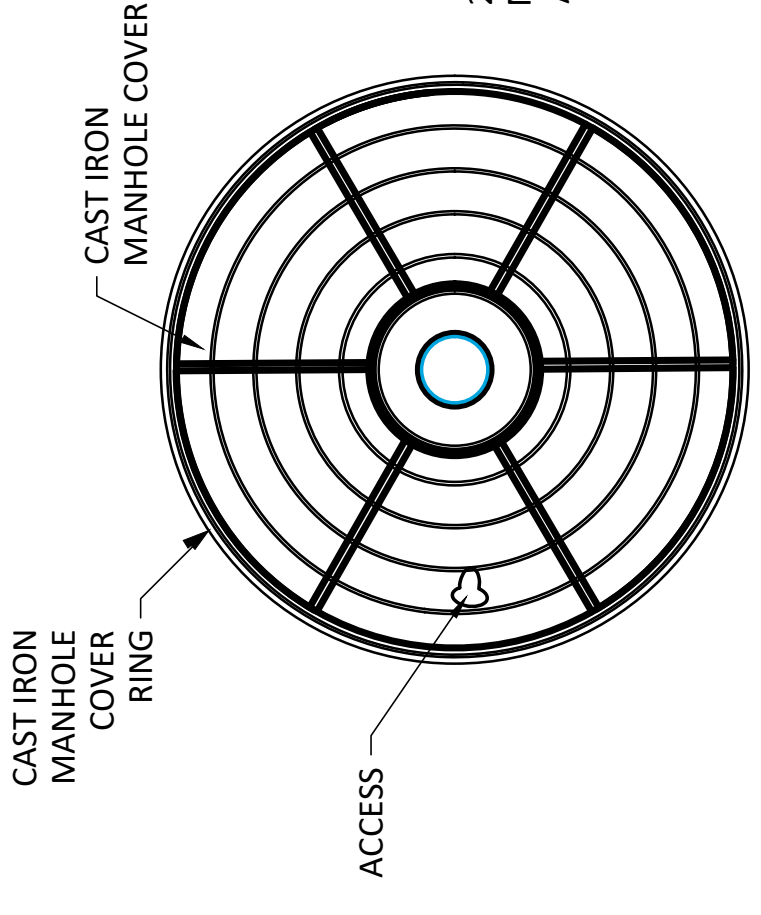
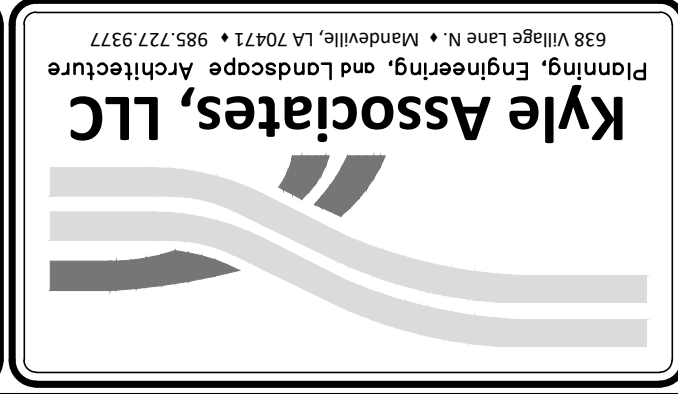
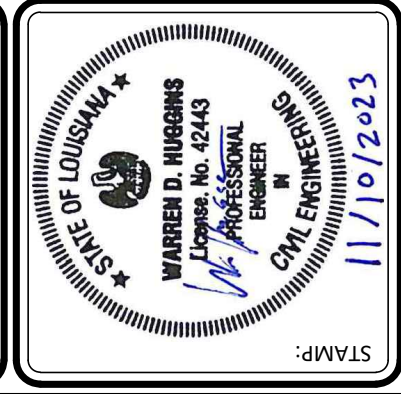




DESIGNED BY: WDH	SCALE: (2X24)	1" = 1'
DRAWN BY: SG	SCALE: (1X17)	1" = 6"
CHECKED BY: WDL	JOB NO: 21076	DATE: 11.10.23

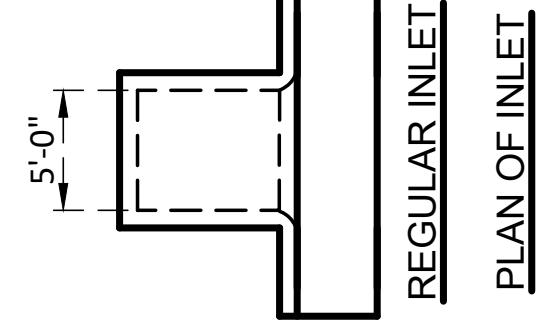
SAFE HAVEN CAMPUS IMPROVEMENTS  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government  
 CIVIL DETAILS

NO.	DATE:	REVISIONS

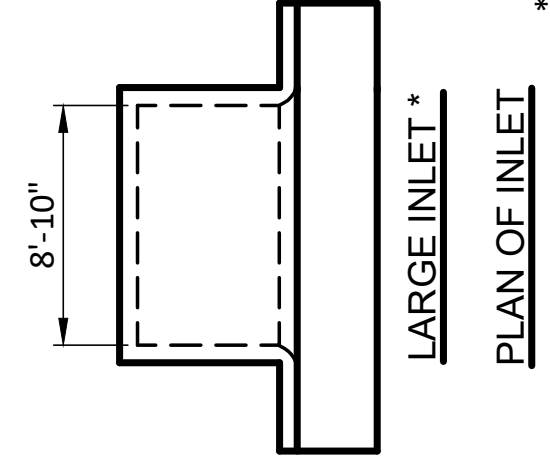


PLAN

24" HEAVY DUTY  
 MANHOLE FRAME  
 AND SOLID LID

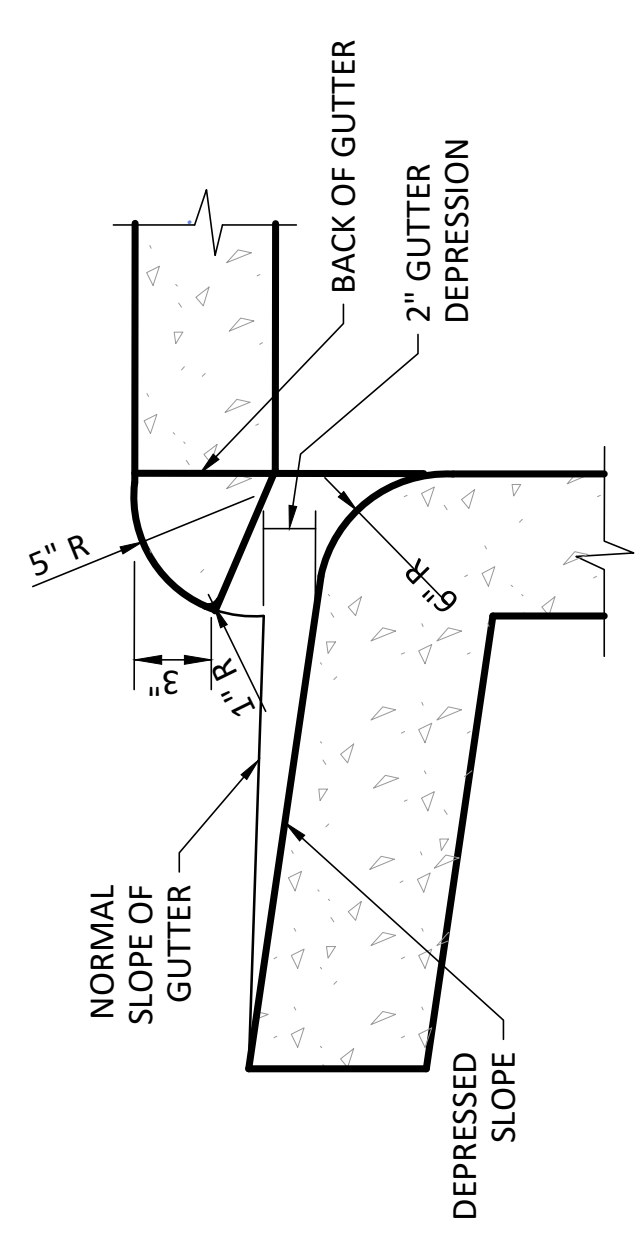


REGULAR INLET  
 PLAN OF INLET

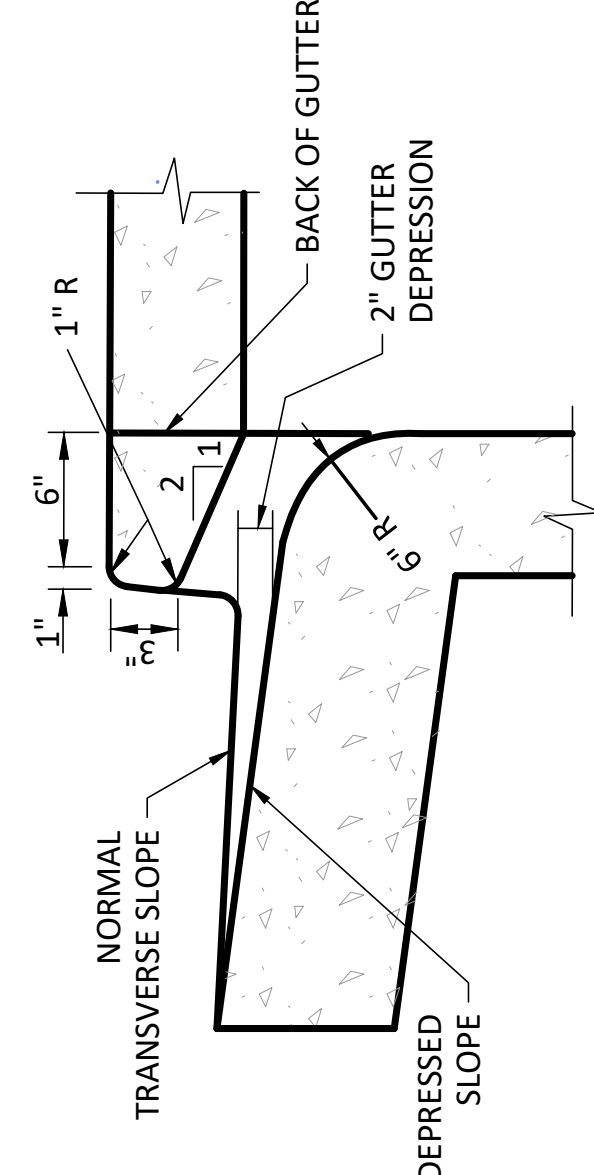


LARGE INLET \*  
 PLAN OF INLET

\* TO BE USED  
 AT SITE 'A'



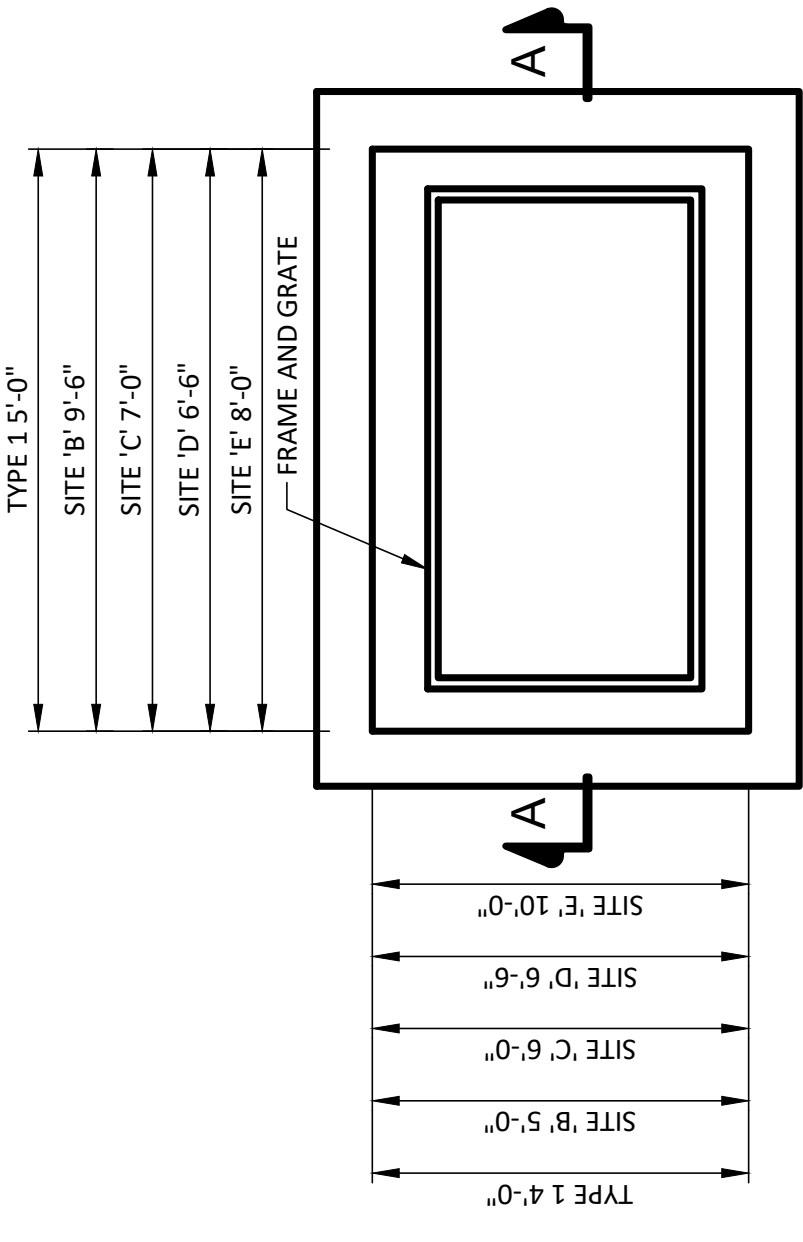
THROAT DETAIL OF ROLLED CURB



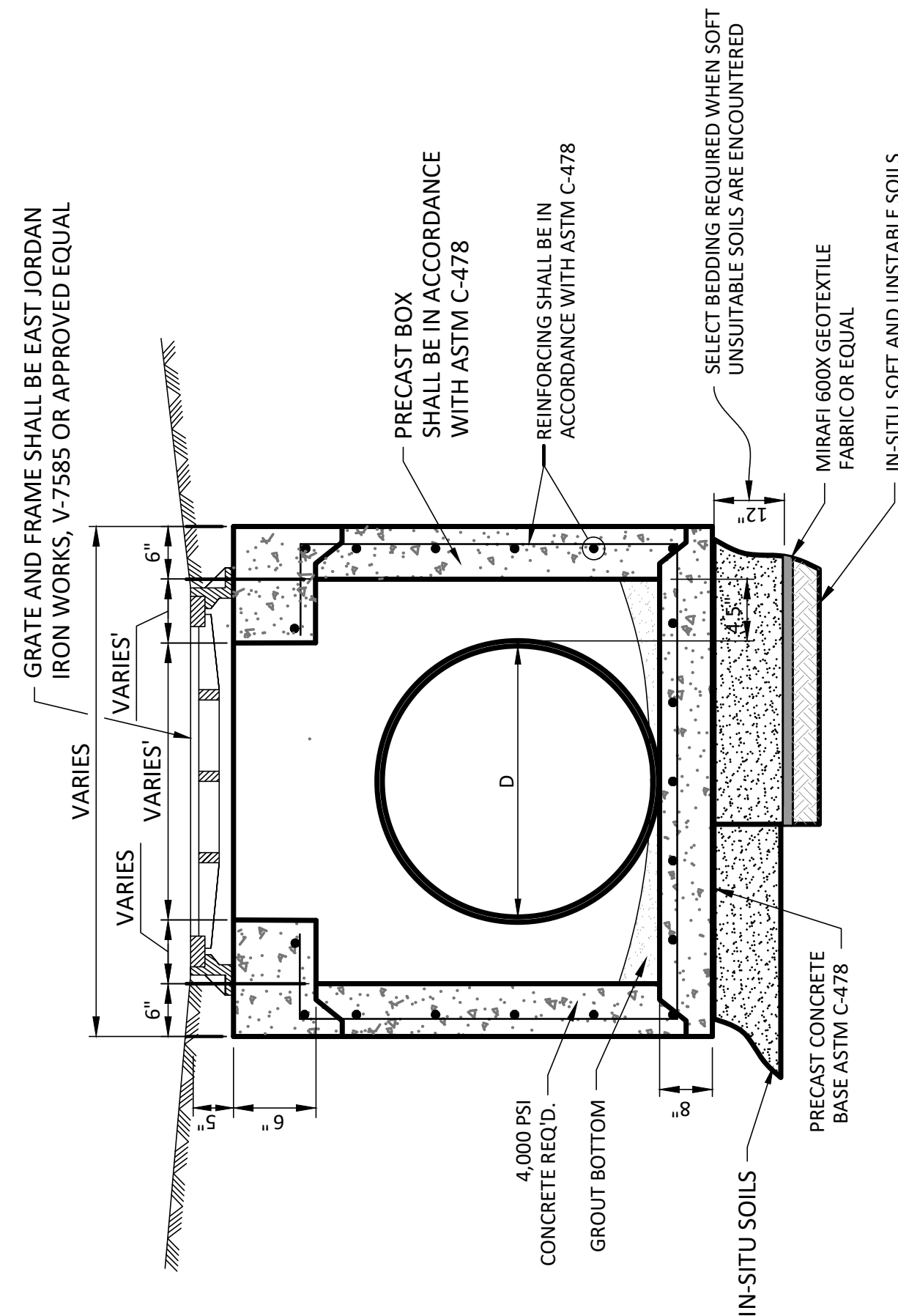
THROAT DETAIL OF BARRIER CURB

CURB INLET - TYPE 2  
 NOT TO SCALE

GENERAL NOTES:  
 1. PRECAST SS-2 CURB INLETS WILL BE ACCEPTED  
 UPON APPROVAL OF THE ENGINEER.



PLAN VIEW



SECTION A-A  
 GRATE INLET TYPE 1  
 NOT TO SCALE

- NOTES:
1. SELECT BEDDING MATERIAL SHALL BE A MEDIUM TO COURSE CLEAN SAND, TYPE A1 OR A3 STONE, AS SPECIFIED IN THE SPECIFICATIONS.
  2. ALL BEDDING MATERIALS, BACKFILL, COMPACTION TO BE COST ABSORBED.
  3. IN LIEU OF PRECAST CONCRETE, CAST-IN PLACE CONCRETE MAY BE USED HAVING 4000 PSI REQUIRED STRENGTH. ALL WALLS AND SLABS SHALL BE 8" THICK, REINFORCED WITH #4 @ 10" MAX, EACH WAY CENTERED IN SLABS AND WALLS.

NOTE: ALL STRUCTURES, FRAMES & GRATES SHALL BE DESIGNED TO MEET H-20 LOADING REQUIREMENTS.

CURB INLET - TYPE 2  
 NOT TO SCALE

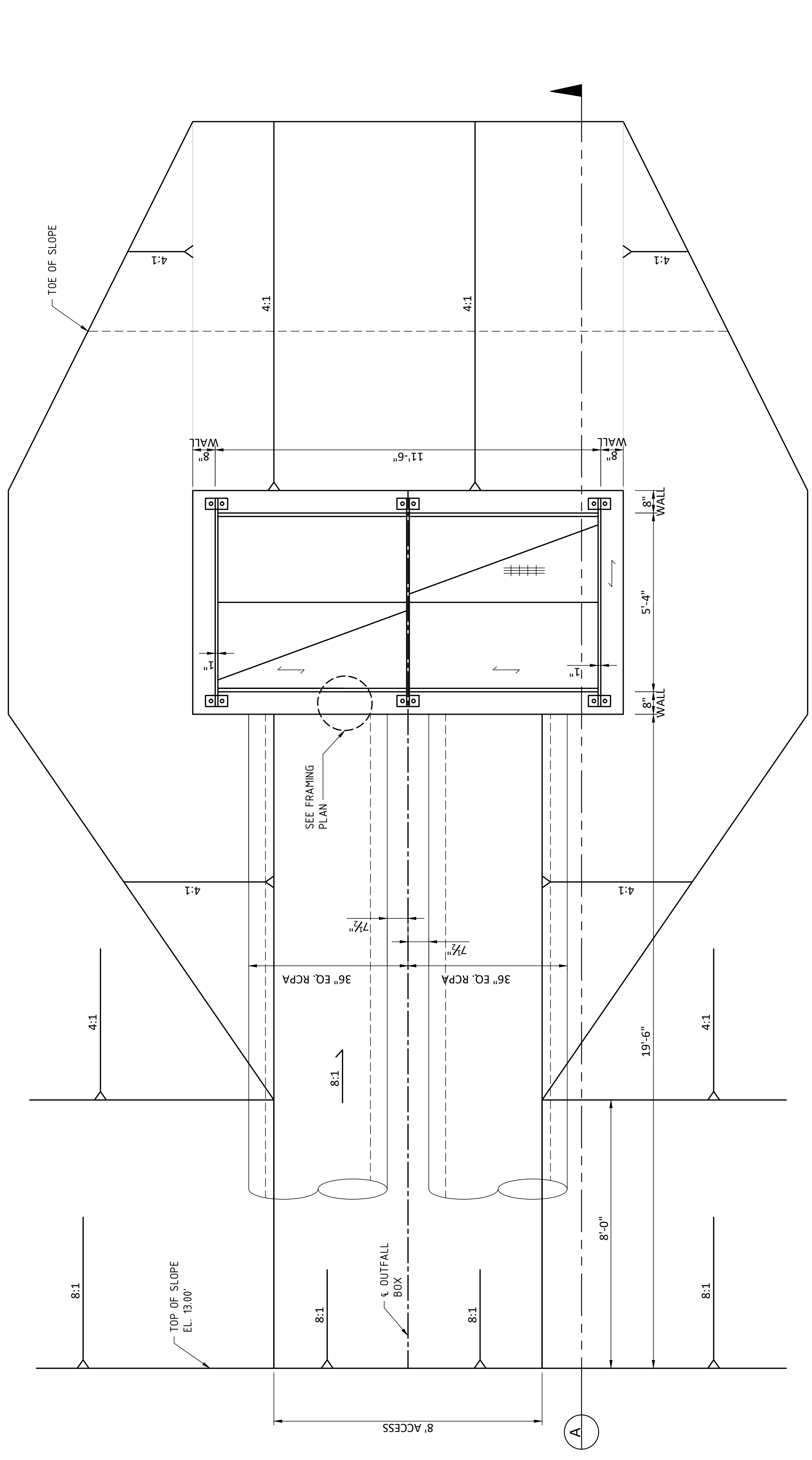
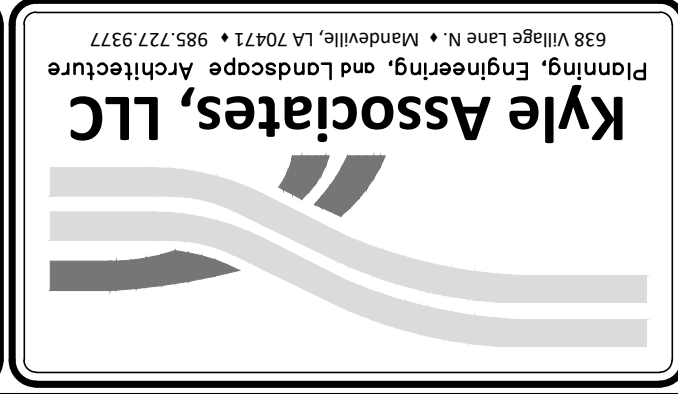
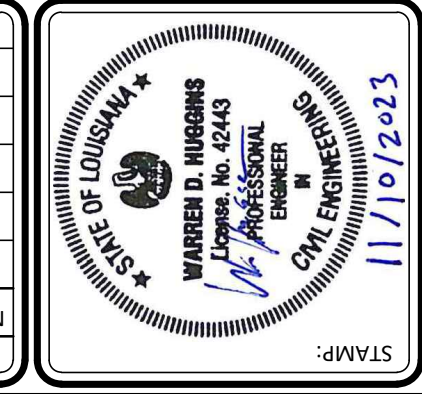




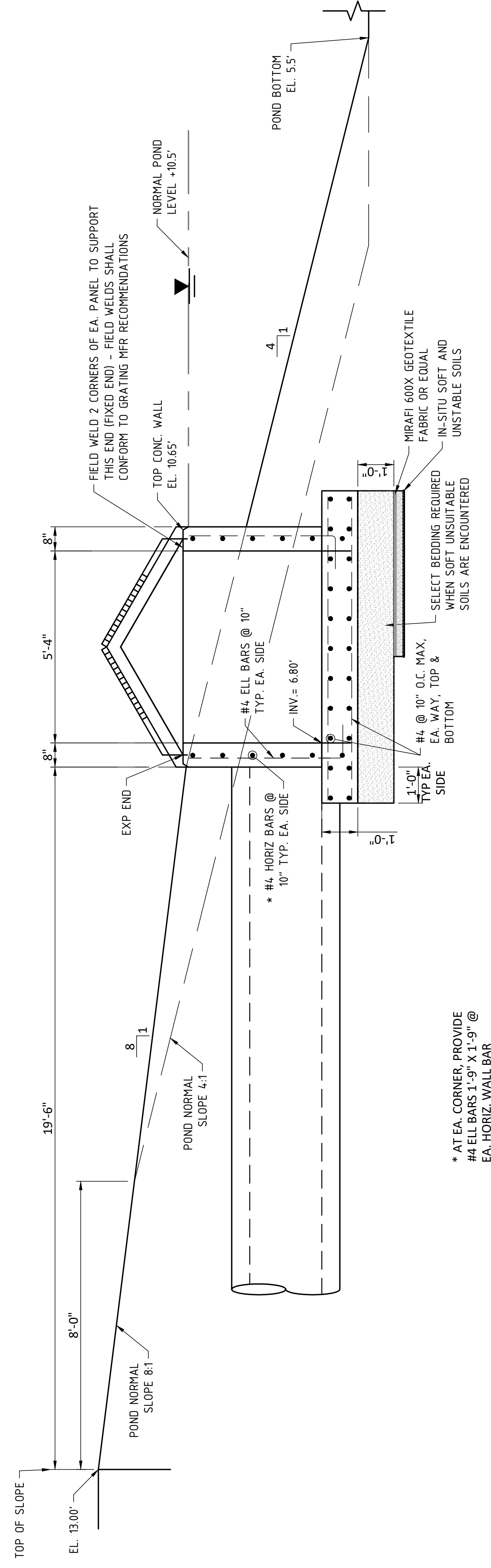
DESIGNED BY:	WDH
DRAWN BY:	SG
CHECKED BY:	WDL
JOB NO.:	21076
DATE:	11.10.23
SCALE: (1:1)	1"=1'
SCALE: (1:1)	1"=6'

**SAFE HAVEN CAMPUS IMPROVEMENTS**  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government  
**CIVIL DETAILS**

NO.	DATE:	REVISIONS



**PLAN - OUTFALL STRUCTURE AT POND DR-08**  
 SCALE: 1/2" = 1'-0"



**SECTION A-A**  
 SCALE: 1/2" = 1'-0"









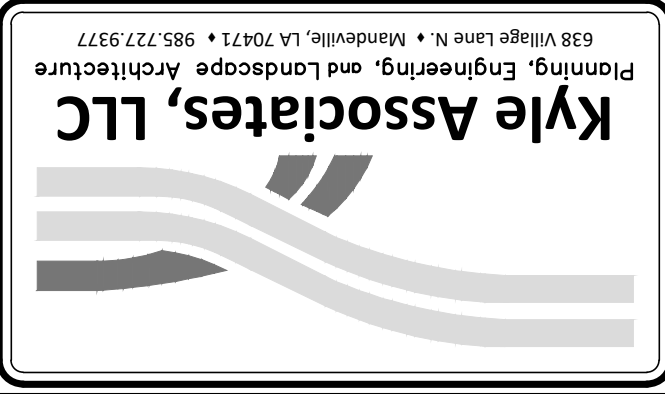
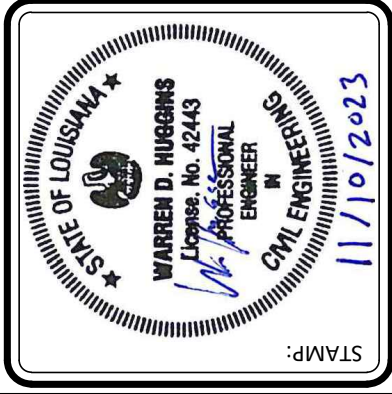


DESIGNED BY: WDH	SCALE: (2X34)	1" = 1'
DRAWN BY: SG	SCALE: (1X17)	1" = 6"
CHECKED BY: WDL	DATE: 11.10.23	JOB NO. 21076

**SAFE HAVEN CAMPUS IMPROVEMENTS**  
23515 Hwy 190, Mandeville, LA  
St. Tammany Parish Government

**CIVIL DETAILS**

NO.	DATE:	REVISIONS	APP'D.



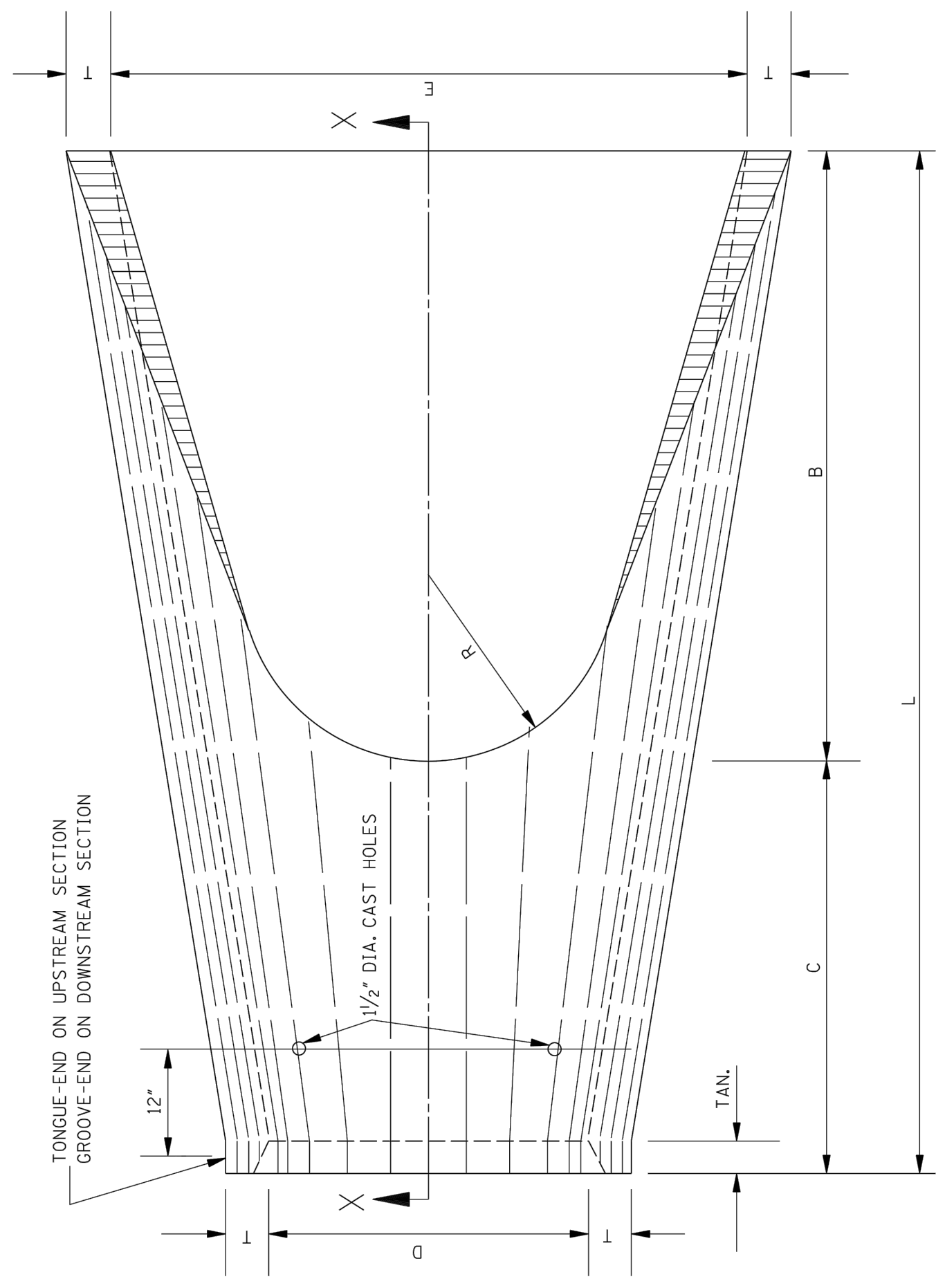
**BELL AND SPIGOT END OPTION**

NOTE: BELL-END ON DOWNSTREAM SECTION  
SPIGOT-END ON UPSTREAM SECTION.

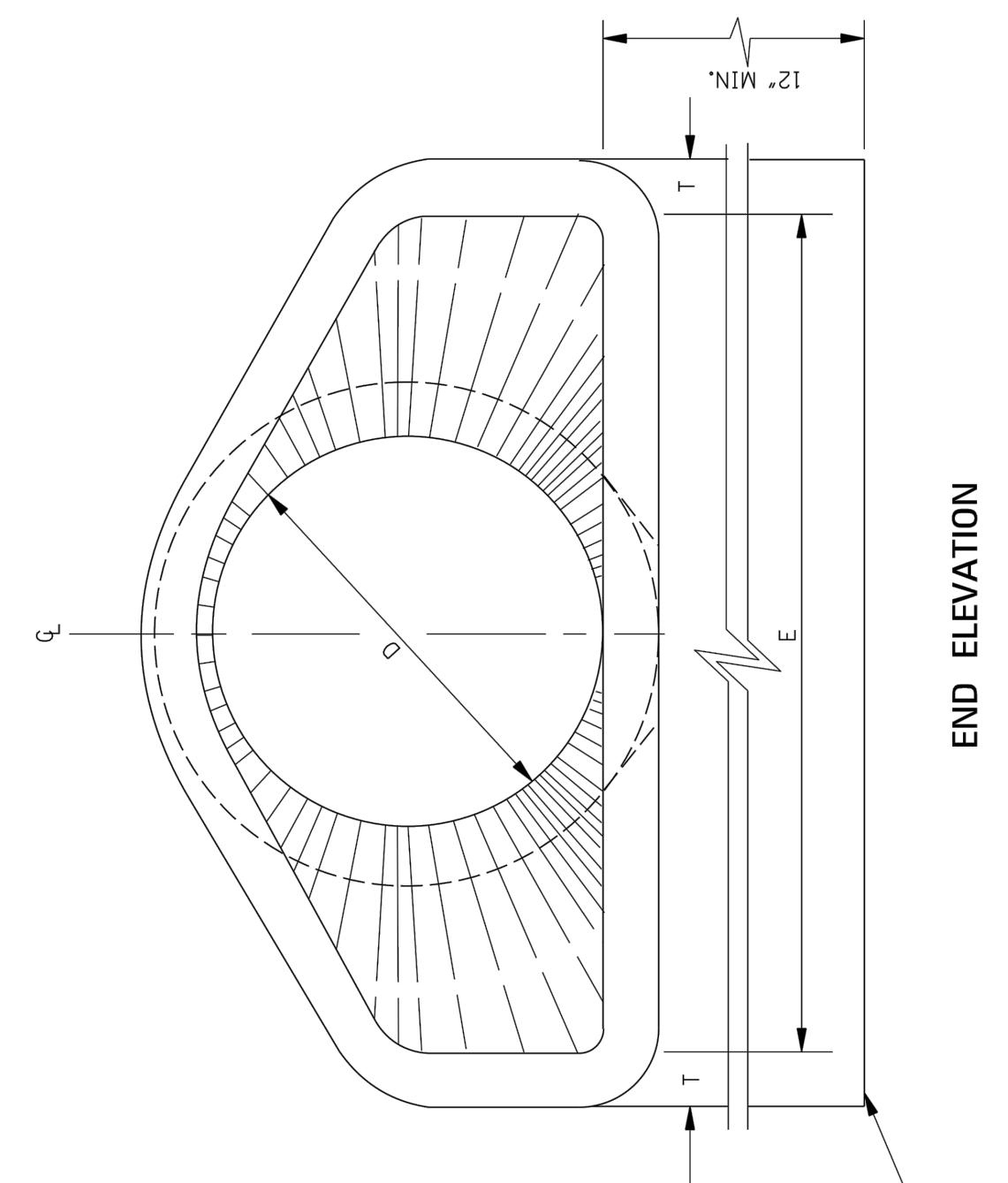
TOE WALL CONC. QUANTITY (yd <sup>3</sup> )
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

TABLE OF DIMENSIONS						
D	T	HV	A	B	C	L
15"	2 1/4"	3:1	6"	2'-3"	4'-1"	2'-8"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"
42"	4 1/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"
54"	5 1/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"
60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"
66"	6 1/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"
72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"

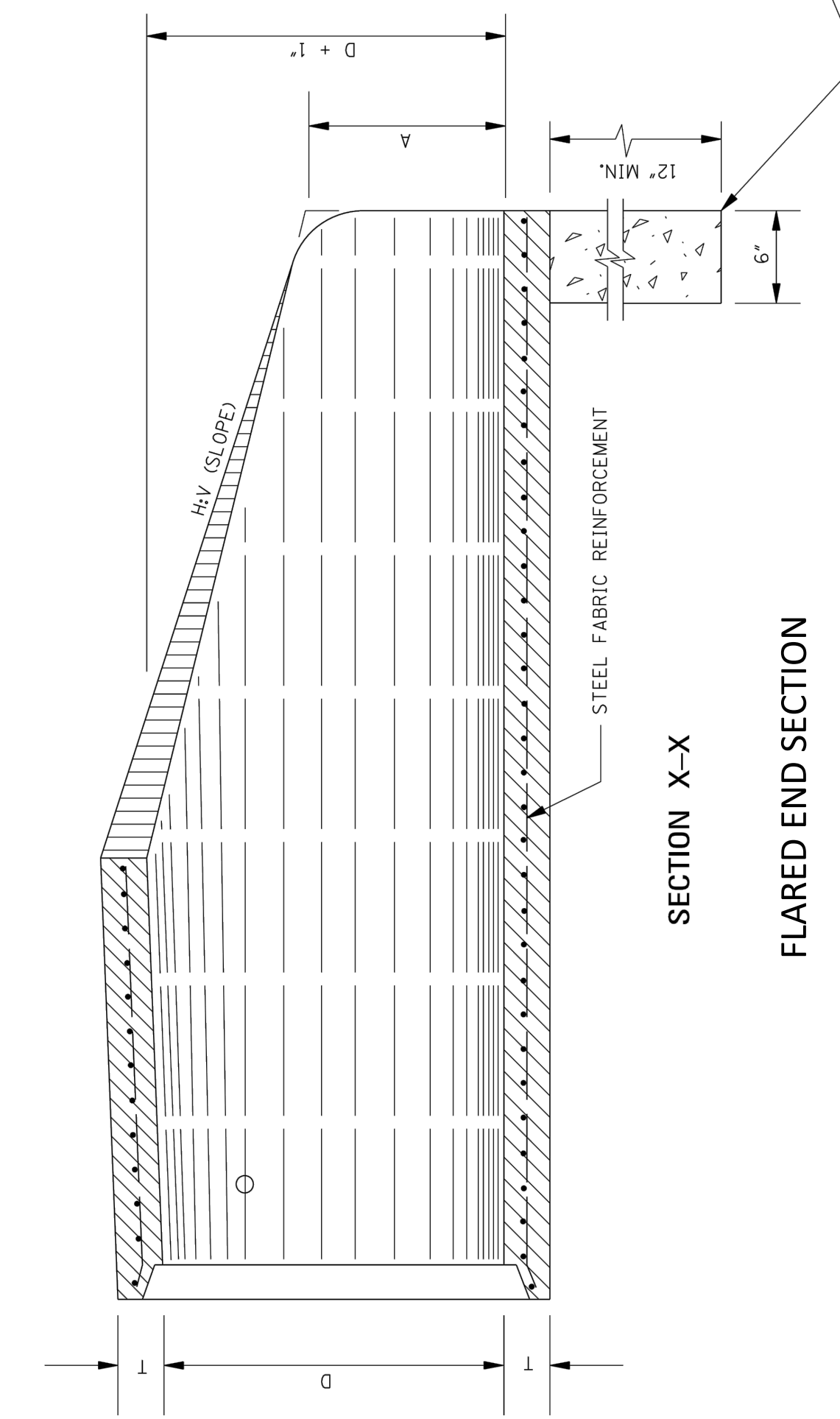
\* NOTE: SEE GENERAL NOTE 2.



PLAN OF DOWNSTREAM END



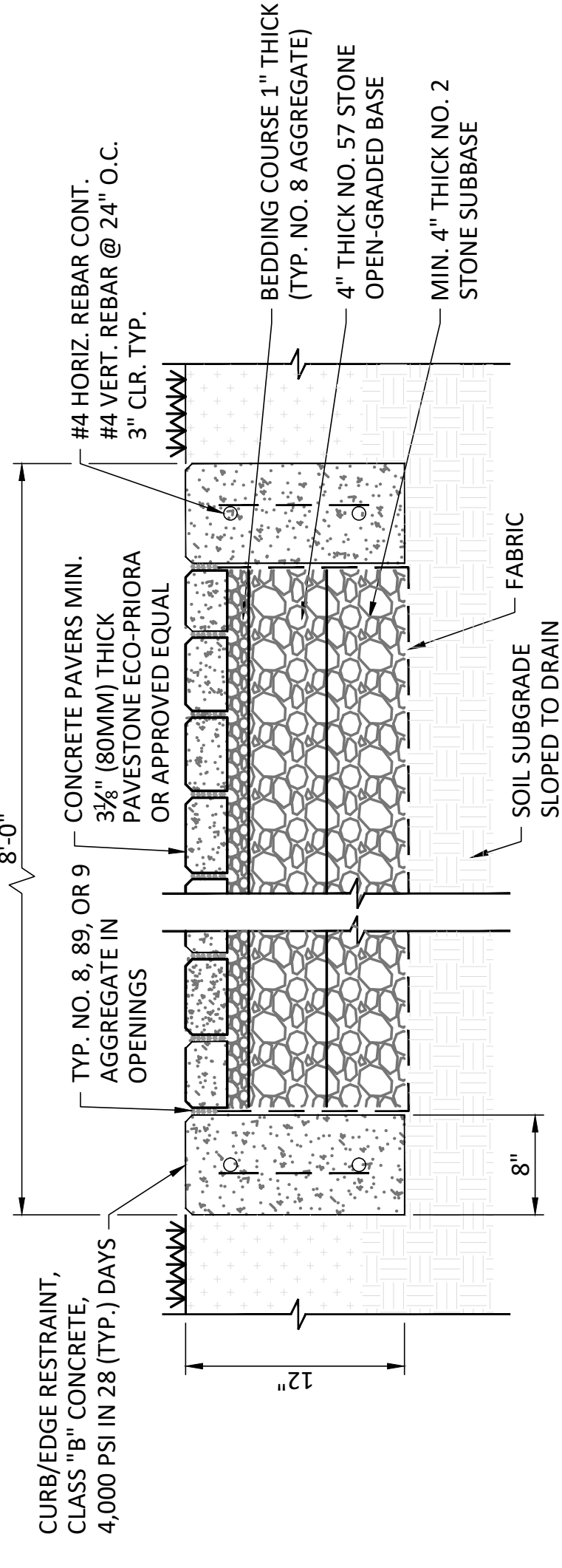
END ELEVATION



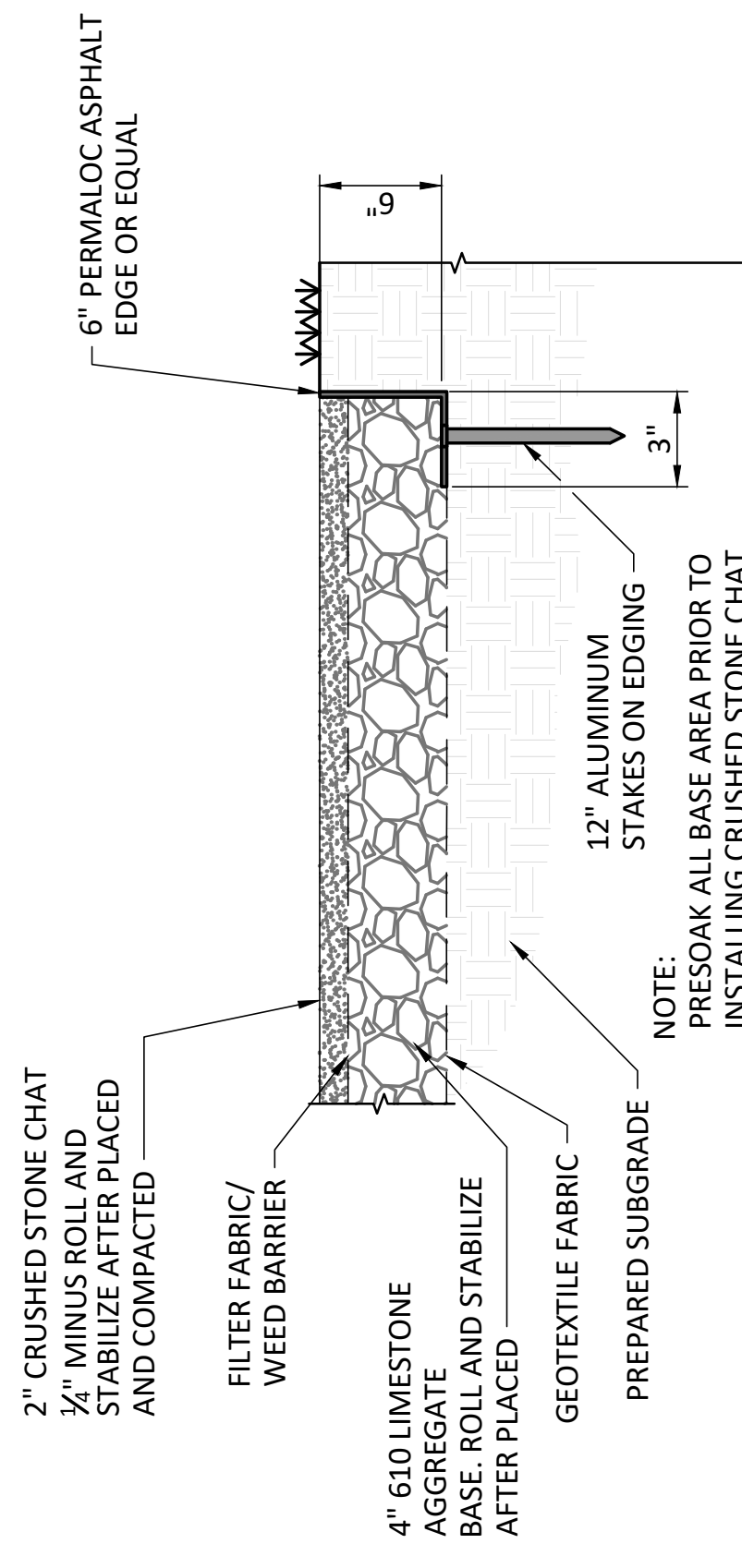
SECTION X-X

FLARED END SECTION

TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.



PERMEABLE PAVER DETAIL  
NOT TO SCALE



CRUSHED STONE PATH  
NOT TO SCALE

**GENERAL NOTES:**

- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
- 2-1 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2-1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
- LENGTH (L) OF A NOMINAL EXTENSION ON THE BELL END.
- ALL SIZES OF FLARED END SECTIONS FOR CIRCULATION CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.



CADD FILE NAME:  
LS-1.dwg

DESIGNED BY:	RPB
SCALE: (2X34)	1"=10'
DRAWN BY:	RPB
CHECKED BY:	WDL
JOB NO.:	21076
DATE:	11.10.2023
SCALE: (1X17)	1"=20'

**SAFE HAVEN CAMPUS IMPROVEMENTS**  
23515 Hwy 190, Mandeville, LA  
St. Tammany Parish Government

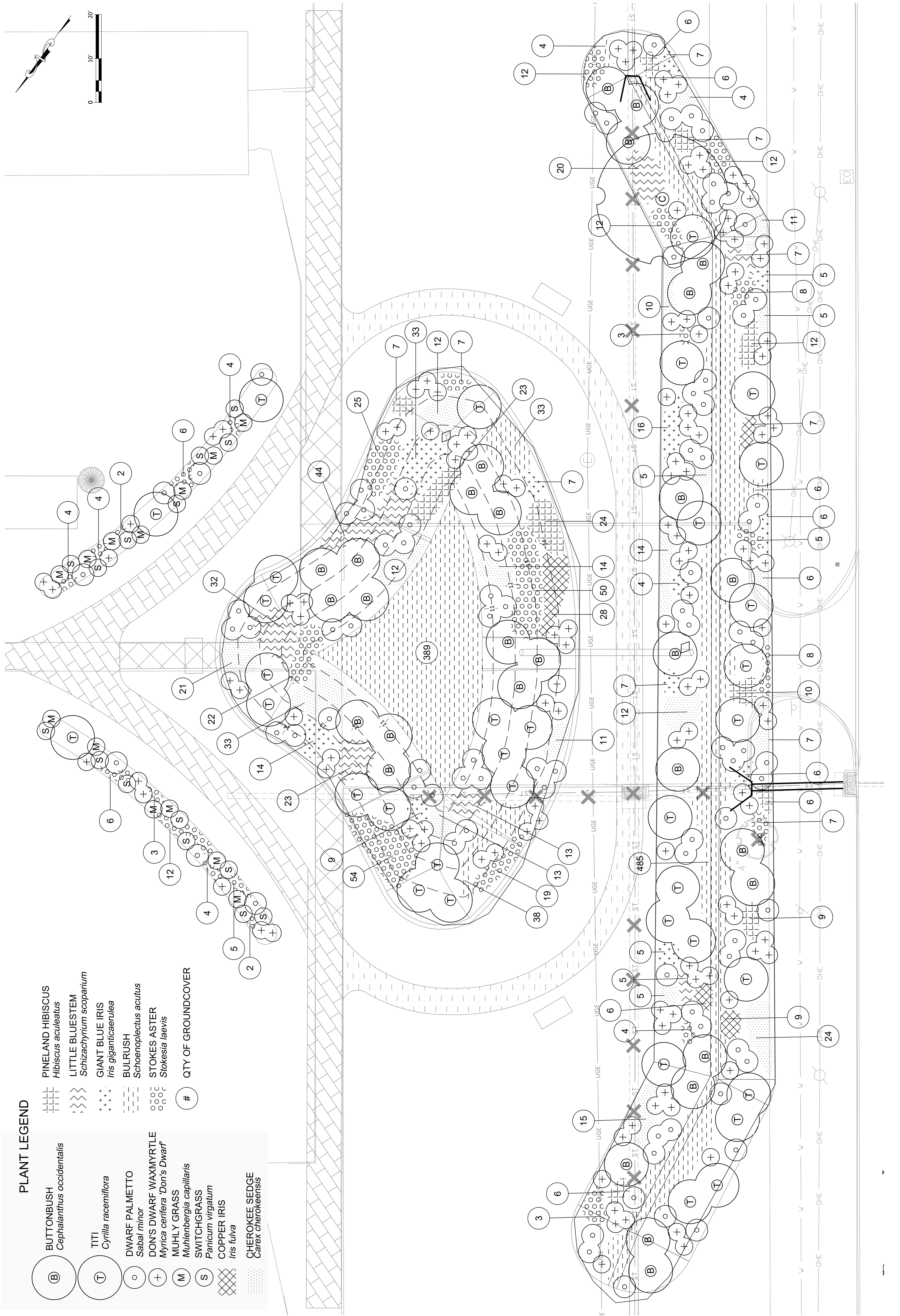
**BIOSWALE & RAIN GARDEN PLANTING PLAN**

NO.	DATE:	REVISIONS



**Kyle Associates, LLC**  
Planning, Engineering, and Landscape Architecture  
639 Village Lane N. • Mandeville, LA 70471 • 985.272.9377

SHEET NO.  
**LS-1**



**PLANT LEGEND**

(B)	BUTTONBUSH <i>Cephalanthus occidentalis</i>
(T)	TITI <i>Cyrilla racemiflora</i>
(O)	DWARF PALMETTO <i>Sabal minor</i>
(+)	DON'S DWARF WAXMYRTLE <i>Myrica cerifera 'Don's Dwarf'</i>
(M)	MUHLY GRASS <i>Muhlenbergia capillaris</i>
(S)	SWITCHGRASS <i>Panicum virgatum</i>
(X)	COPPER IRIS <i>Iris fulva</i>
(Dotted pattern)	CHEROKEE SEDGE <i>Carex cherokeensis</i>
(+)	PINELAND HIBISCUS <i>Hibiscus aculeatus</i>
(>>>)	LITTLE BLUESTEM <i>Schizachyrium scoparium</i>
(+ + +)	GIANT BLUE IRIS <i>Iris giganticaerulea</i>
(- - -)	BULRUSH <i>Schoenoplectus acutus</i>
(o o o)	STOKES ASTER <i>Stokesia laevis</i>
(#)	QTY OF GROUNDCOVER











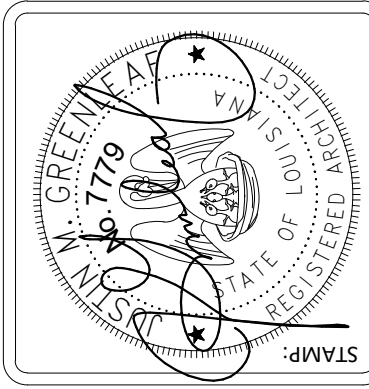




DESIGNED BY:	Author
DRAWN BY:	Author
CHECKED BY:	Checker
JOB NO.:	21076
DATE:	11.10.23
SCALE: (22x34)	
SCALE: (11x17)	

SAFE HAVEN CAMPUIS IMPROVEMENTS  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

NO.	DATE:	REVISIONS



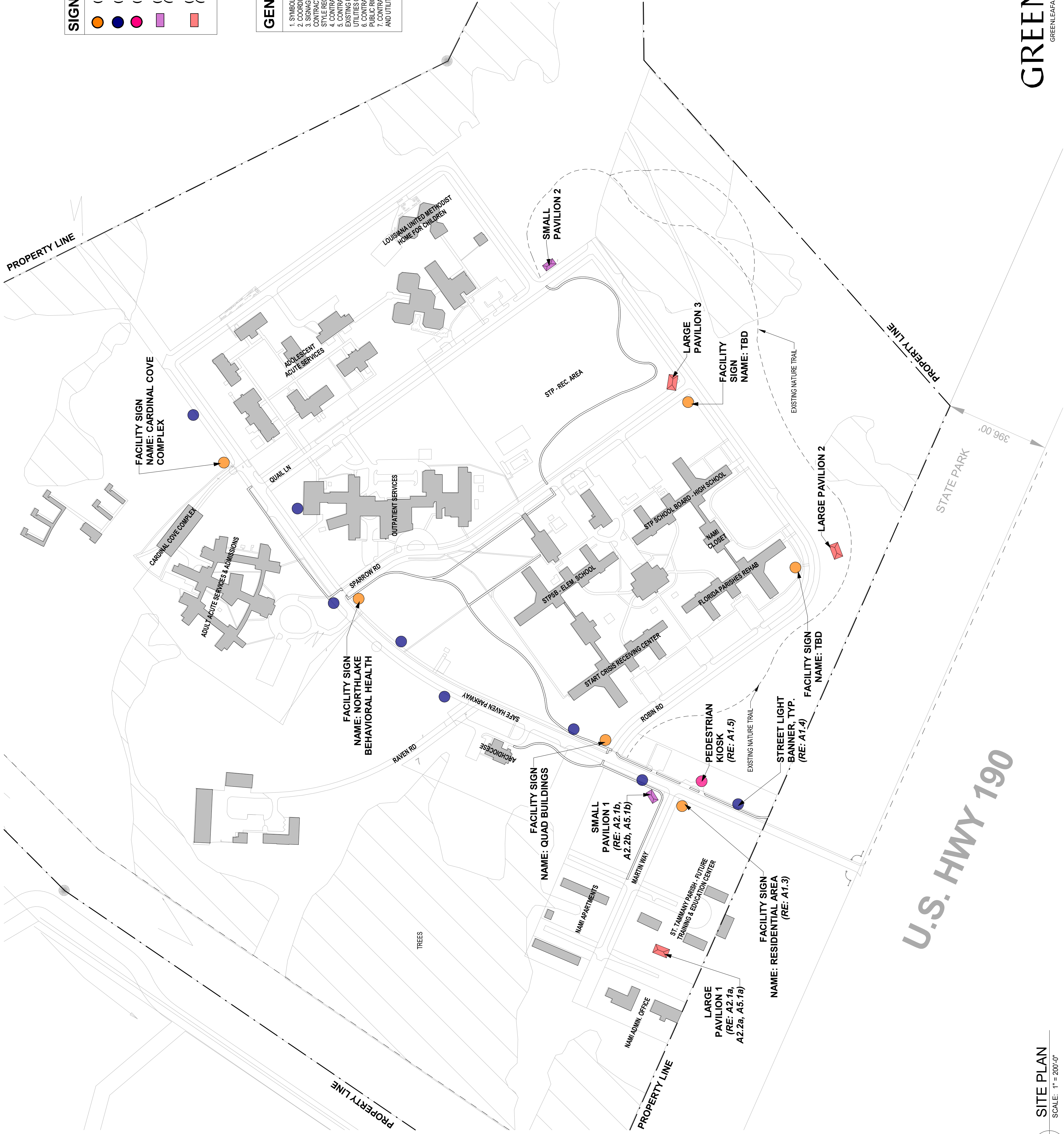
SHEET NO.  
**A0.1**  
 SITE PLAN

**SIGNAGE LEGEND**

<span style="color: orange;">●</span>	(FS) FACILITY SIGNS (6)
<span style="color: blue;">●</span>	(SLB) STREET LIGHT BANNER (8)
<span style="color: pink;">●</span>	(PK) PEDESTRIAN KIOSK (1)
<span style="color: purple;">●</span>	(SP) SMALL PAVILION 18'-4" X 26'-0" (2) (RE: A2.1b, A2.2b, A5.1b)
<span style="color: red;">●</span>	(LP) LARGE PAVILION 22'-0" X 36'-0" (3) (RE: A2.1a, A2.2a, A5.1a)

**GENERAL NOTES**

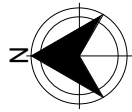
- SYMBOL SIZES ARE NOT TO SCALE.
- COORDINATE WITH CIVIL FOR PATHWAYS TO PAVILIONS.
- COORDINATE WITH CIVIL FOR DRIVEWAYS, VERGAGE, AND STYLE ARE FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE WITH OWNER FOR FINAL LOGO DESIGN, FONT, VERGAGE, AND STYLE REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES SHOWN. ALL EXISTING UTILITIES NOT SHOWN, AND ALL PROPOSED UTILITIES ON THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR TO LOCATE EXISTING UTILITIES BEFORE EXCAVATING. VERIFY LOCATIONS OF PUBLIC UTILITIES AND ANY UTILITY EXISTING UNDER THE PROPOSED PAVILION FOOTPRINTS. COORDINATE ANY INTERRUPTION OF UTILITY SERVICE WITH OWNER AND UTILITY COMPANY.



**GREENLEAF ARCHITECTS**  
 GREENLEAFARCH.COM | 985.772.2080  
 404 E GIBSON ST. STE 1 | COVINGTON LA

STP PROJECT NO. FM21000149/150

**1** SITE PLAN  
 SCALE: 1" = 200'-0"







**FINISH SCHEDULE BANNER**

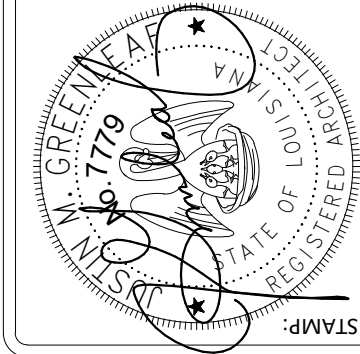
TAG	DESCRIPTION	MFR	PRODUCT/COLOR	COMMENTS
CM-01	CAST IN PLACE CONCRETE	N/A	REF. STRUCTURAL	REFERENCE STRUCTURAL FOR FINISH AND TREATMENT
IM-02	BLACK ACRYLIC	ASI	COLOR TO BE SELECTED BY ARCHITECT	CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURER'S FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM
IM-03	CUSTOM BLUE ACRYLIC	ASI	CUSTOM COLOR TO BE PROVIDED BY OWNER	CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURER'S FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM
IM-05	ALUMINUM PANEL WITH POWDER COAT PAINT	ASI	COLOR/FINISH TO BE SELECTED BY ARCHITECT	CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURER'S FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM

**GENERAL BANNER SIGN NOTES**

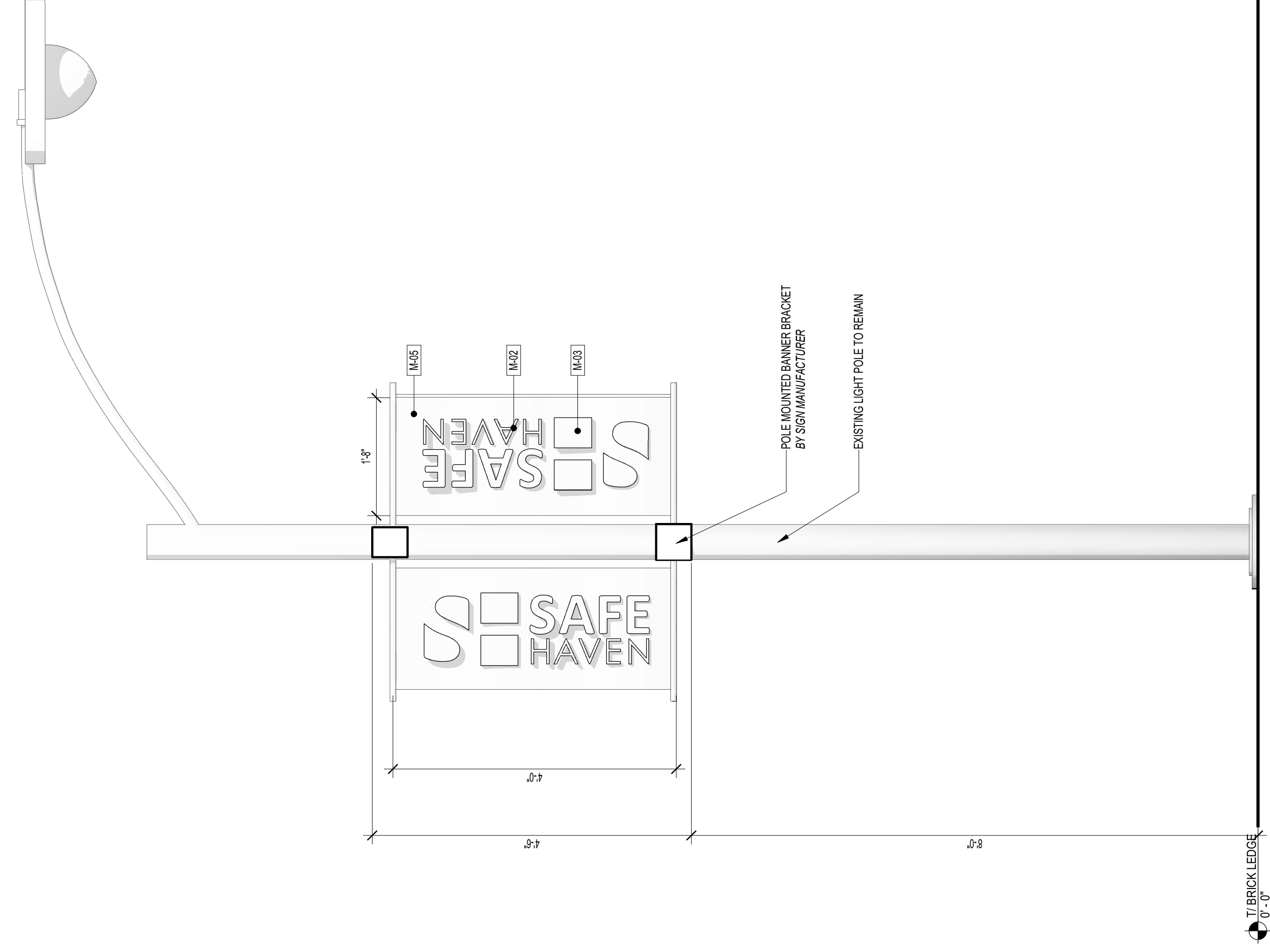
1. LETTERING AND LOGO FACES OF SIGN ARE TO BE PLACED TOWARDS AND PERPENDICULAR TO SAFE HAVEN PARKWAY.
2. FINISH SCHEDULE AND THE FINISH SCHEDULE ARE BASIS OF DESIGN. REFERENCE SPECIFICATIONS FOR ALL MANUFACTURERS AND SUBSTITUTION PROCEDURES.
3. SIGNAGE LOGO, LETTERING, VERBIAGE AND STYLE ARE FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE W/ OWNER FOR FINAL LOGO DESIGN, FONT, VERBIAGE, AND STYLE REQUIREMENTS.
4. REFER TO THE SIGN DEVELOPMENT CODE SECTION 605.01 (M) SIGNS FOR GOVERNMENT ENTITIES ON PROPERTIES OWNED OR LEASED BY SAID GOVERNMENT ENTITY. DO NOT REQUIRE A SIGN PERMIT.

SAFE HAVEN CAMPUS IMPROVEMENTS  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

NO.	DATE:	REVISIONS	APP'D.



SHEET NO.  
**A1.4**  
 STREET LIGHT BANNER

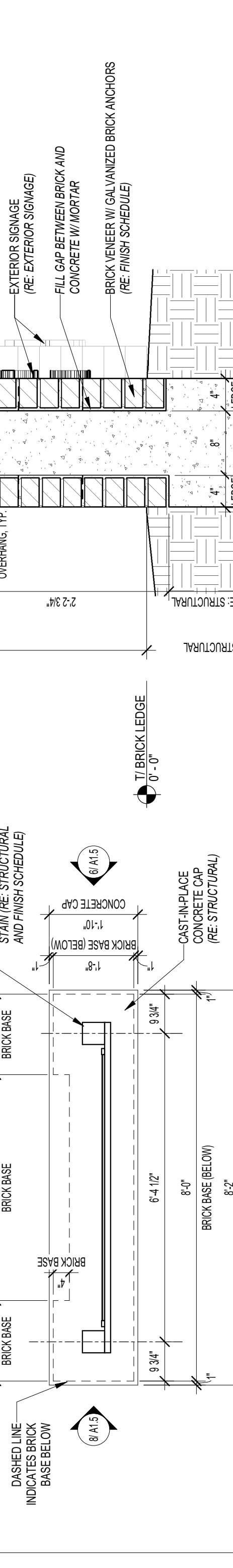
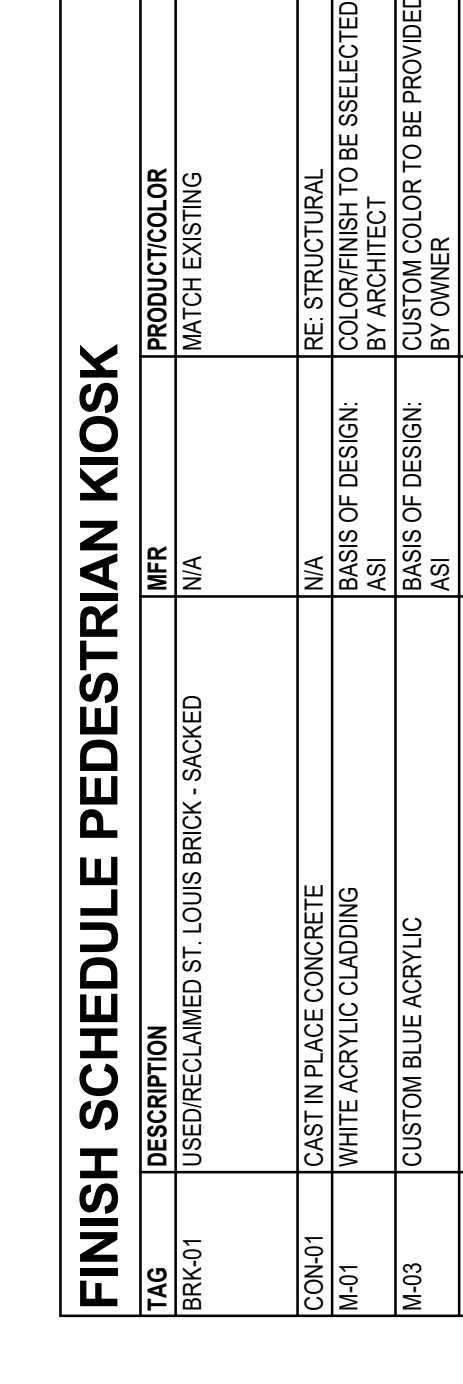
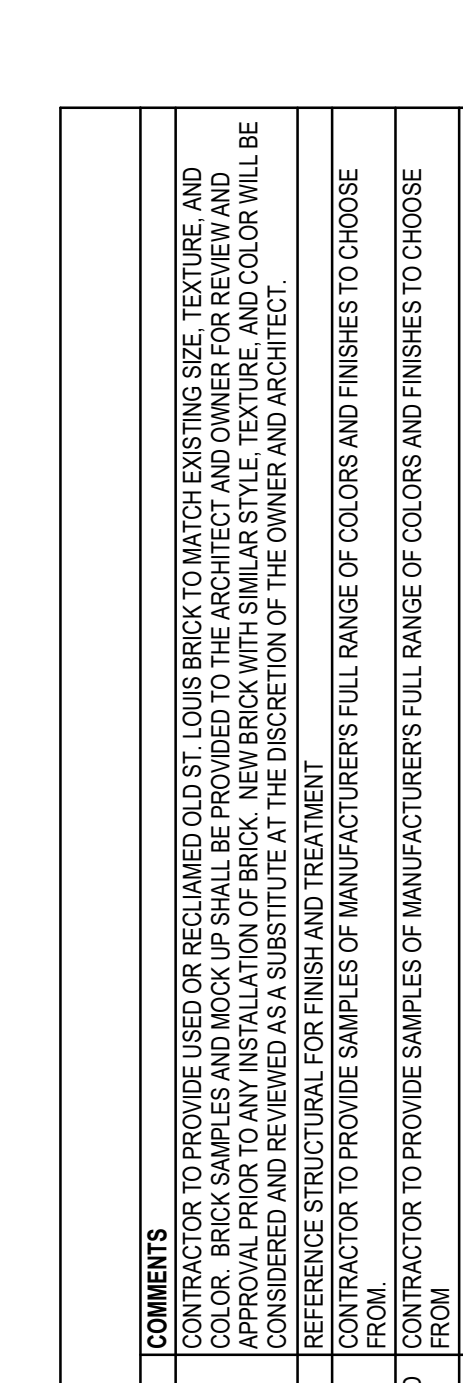
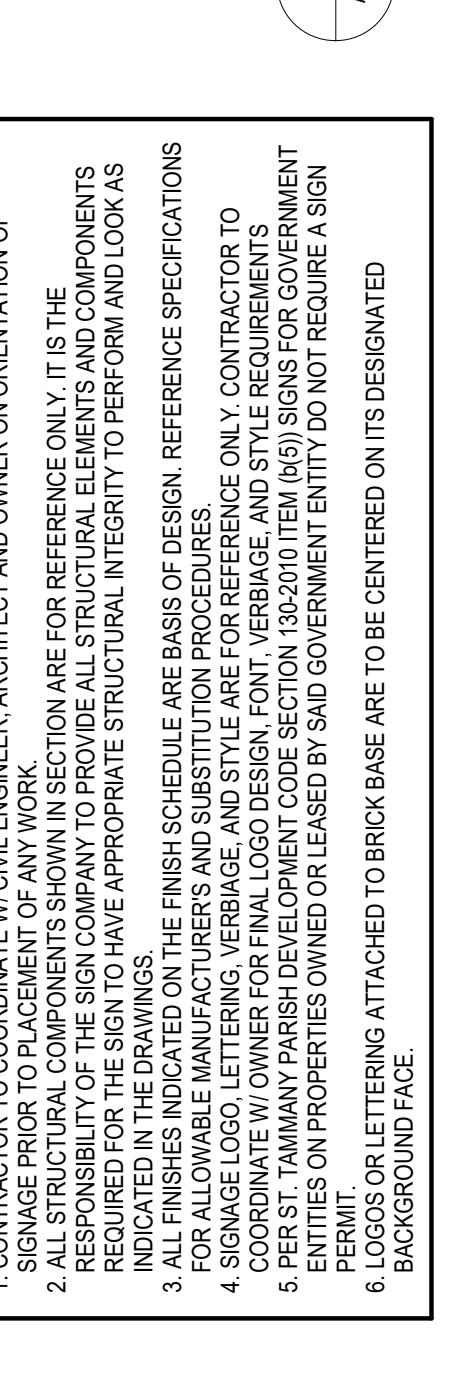
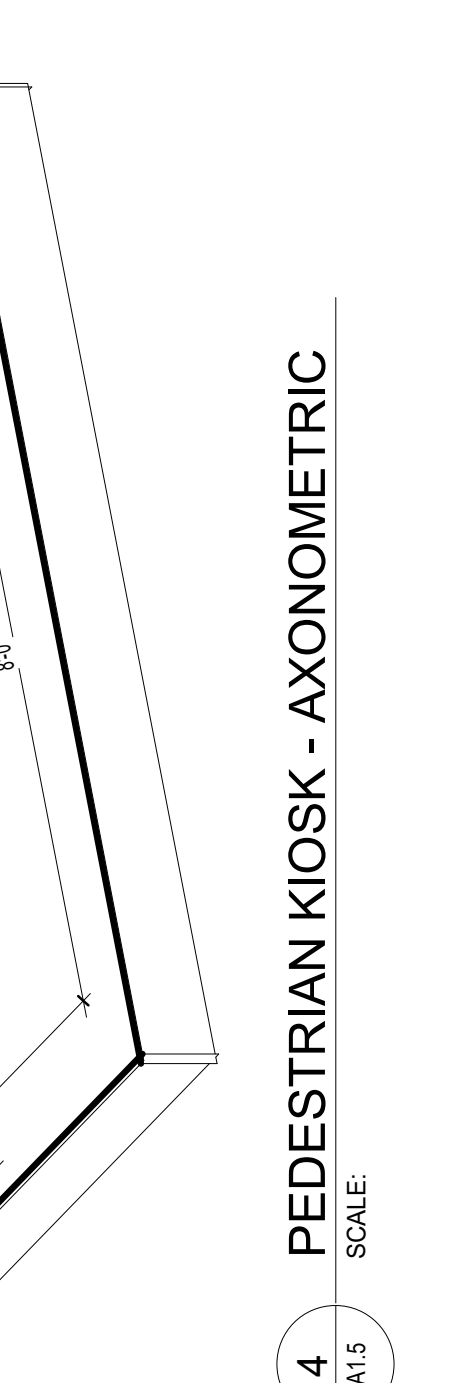
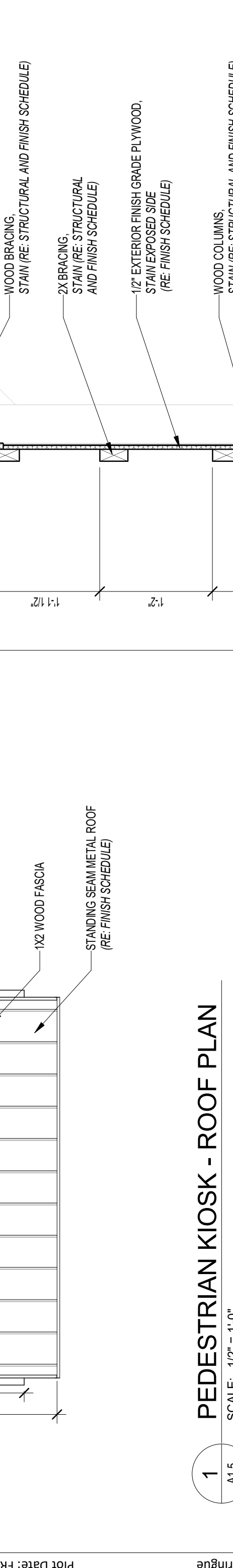
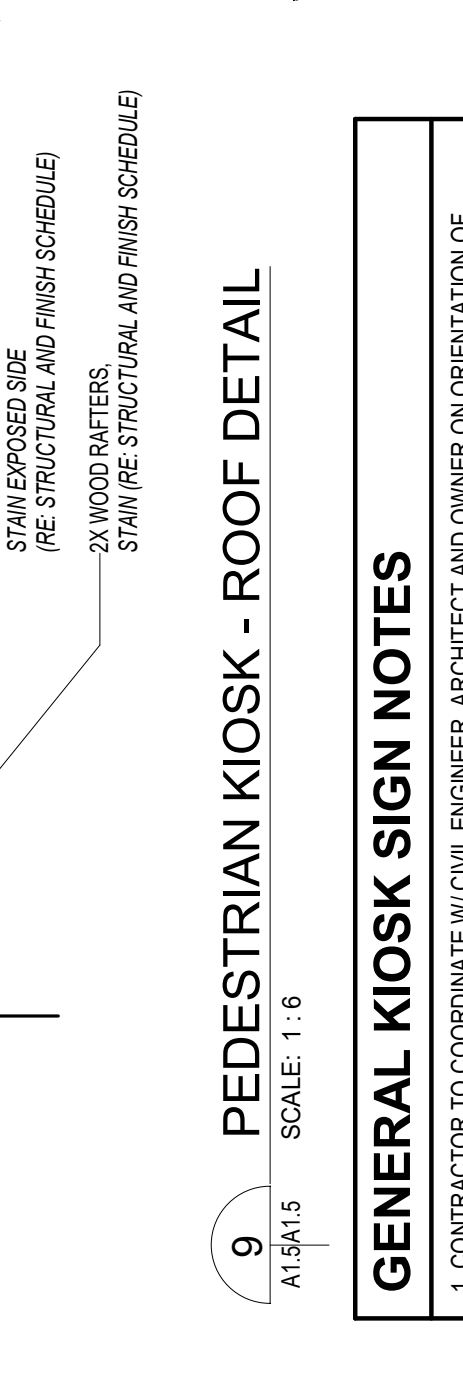
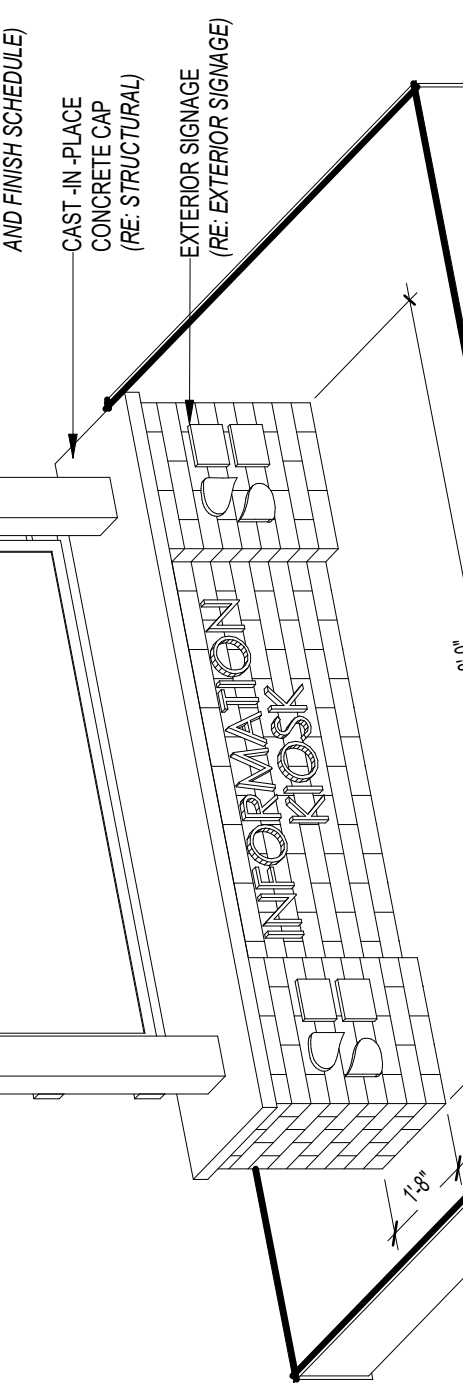


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 404 E. GIBSON ST. STE 1 | COVINGTON, LA

**1** STREET LIGHT BANNER ELEVATION  
 SCALE: 3/4" = 1'-0"

STP PROJECT NO. FM21000149





**GENERAL KIOSK SIGN NOTES**

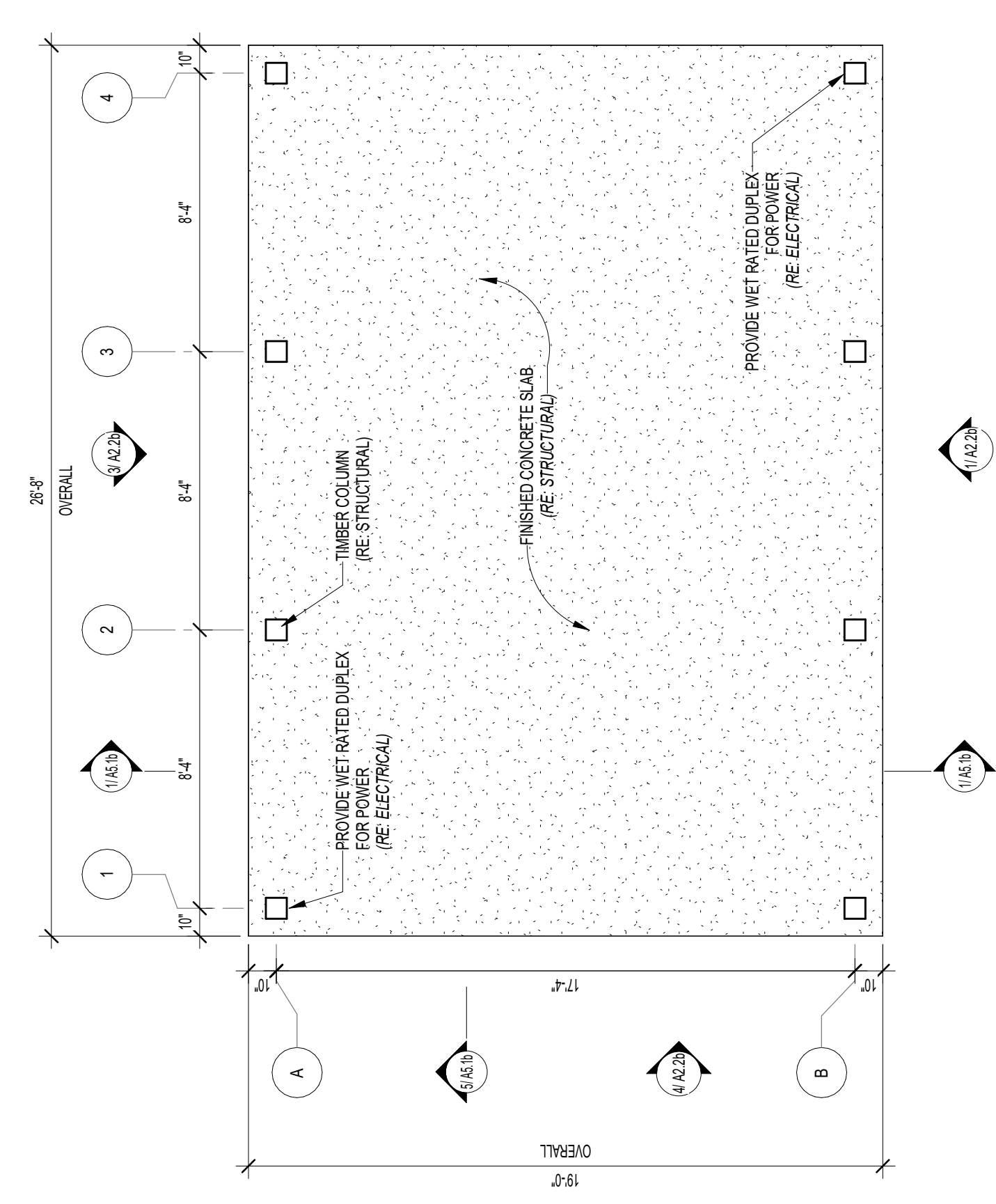
- CONTRACTOR TO COORDINATE W/ CIVIL ENGINEER, ARCHITECT AND OWNER ON ORIENTATION OF SIGN AND LOCATION.
- ALL STRUCTURAL COMPONENTS SHOWN IN SECTION ARE FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE SIGN COMPANY TO PROVIDE ALL STRUCTURAL ELEMENTS AND COMPONENTS REQUIRED FOR THE SIGN TO HAVE APPROPRIATE STRUCTURAL INTEGRITY TO PERFORM AND LOOK AS INDICATED IN THE DRAWINGS.
- FINISHES INDICATED ON THE FINISH SCHEDULE ARE BASIS OF DESIGN. REFERENCE SPECIFICATIONS FOR ALL FINISHES AND MATERIALS ARE TO BE OBTAINED FROM THE MANUFACTURER'S SPECIFICATIONS.
- SIGNAGE LOGO, LETTERING, VERBAGE AND STYLE ARE FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE W/ OWNER FOR FINAL LOGO DESIGN, FONT, VERBAGE, AND STYLE REQUIREMENTS.
- PER ST. TAMMANY PARISH DEVELOPMENT CODE SECTION 1902010 (ITEM 06) SIGNS FOR GOVERNMENT ENTITIES ON PROPERTIES OWNED OR LEASED BY SAID GOVERNMENT ENTITY DO NOT REQUIRE A SIGN PERMIT.
- LOGOS OR LETTERING ATTACHED TO BRICK BASE ARE TO BE CENTERED ON ITS DESIGNATED BACKGROUND FACE.

**FINISH SCHEDULE PEDESTRIAN KIOSK**

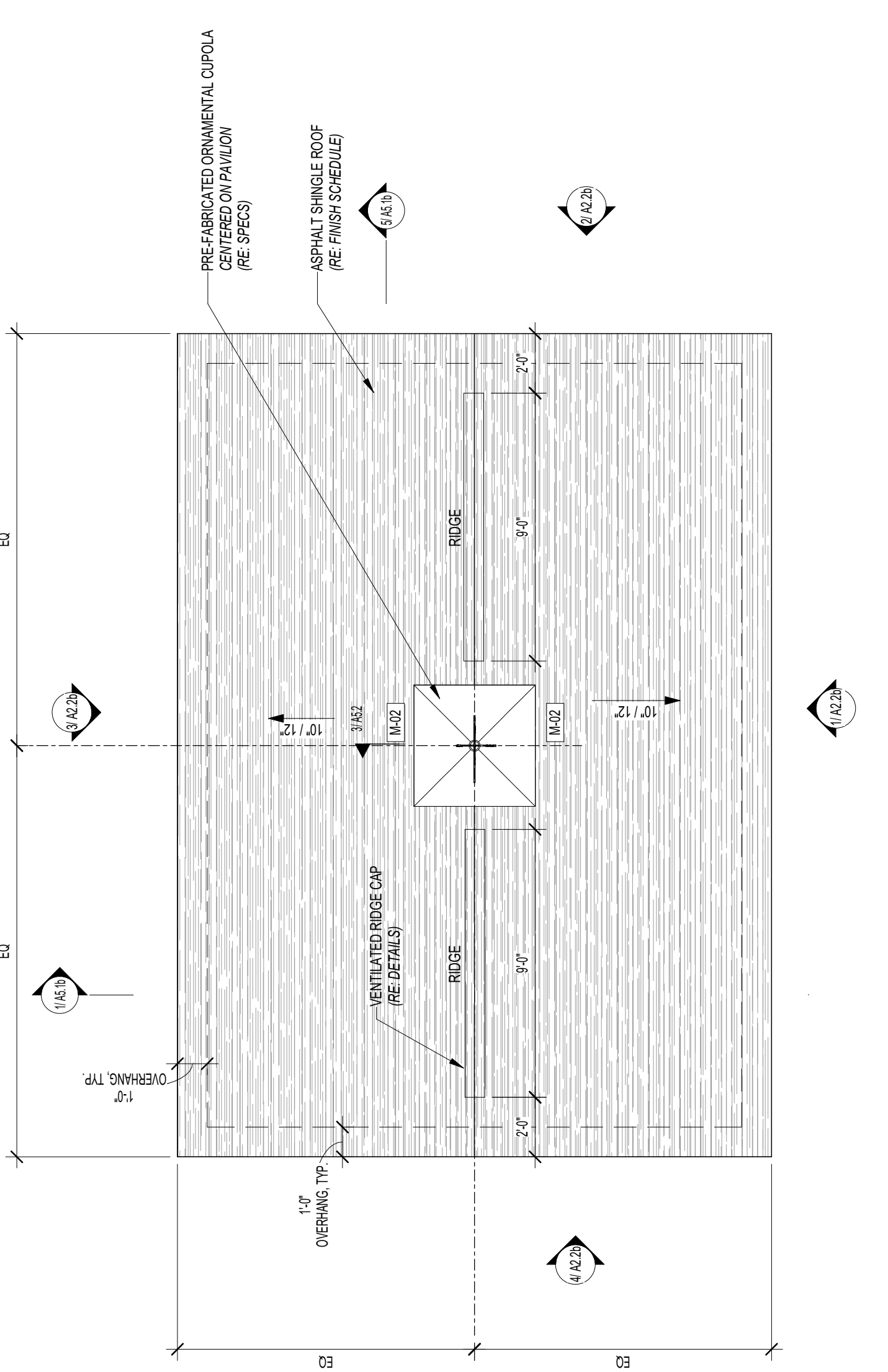
TAG	DESCRIPTION	MFR	PRODUCT/COLOR	COMMENTS
BRK-01	USED/RECLAIMED ST. LOUIS BRICK - SACKED	N/A	MATCH EXISTING	CONTRACTOR TO PROVIDE USED OR RECLAIMED OLD ST. LOUIS BRICK TO MATCH EXISTING SIZE, TEXTURE AND COLOR. BRICK SAMPLES AND MOCK UP SHALL BE PROVIDED TO THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURERS FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM. APPROVED PRODUCT IS BASIS OF DESIGN. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.
CON-01	CAST IN PLACE CONCRETE	N/A	RE: STRUCTURAL	CONTRACTOR TO PROVIDE USED OR RECLAIMED OLD ST. LOUIS BRICK TO MATCH EXISTING SIZE, TEXTURE AND COLOR. BRICK SAMPLES AND MOCK UP SHALL BE PROVIDED TO THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURERS FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM. APPROVED PRODUCT IS BASIS OF DESIGN. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.
IM-01	WHITE ACRYLIC CLADDING	ASI	RE: ARCHITECT	CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURERS FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM.
IM-03	CUSTOM BLUE ACRYLIC	ASI	CUSTOM COLOR TO BE PROVIDED BY OWNER	CONTRACTOR TO PROVIDE SAMPLES OF MANUFACTURERS FULL RANGE OF COLORS AND FINISHES TO CHOOSE FROM.
IM-06	STANDING SEAM METAL PANEL	MBGI	PRODUCT: SUPER LOCK 16" COLOR: SILVER METALIC	INDICATED PRODUCT IS BASIS OF DESIGN. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.
PT-01	WOOD STAIN	SHERWIN WILLIAMS	PRODUCT: 3507 RIVERWOOD FINISH: SEMI-TRANSPARENT	PAINT ALL TIMBERWOOD MEMBERS INCLUDING BEAMS, BRACKETS, RAFTERS, EXPOSED SHEATHING, COLUMNS ETC. UNO. INDICATED PRODUCT IS BASIS OF DESIGN. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.



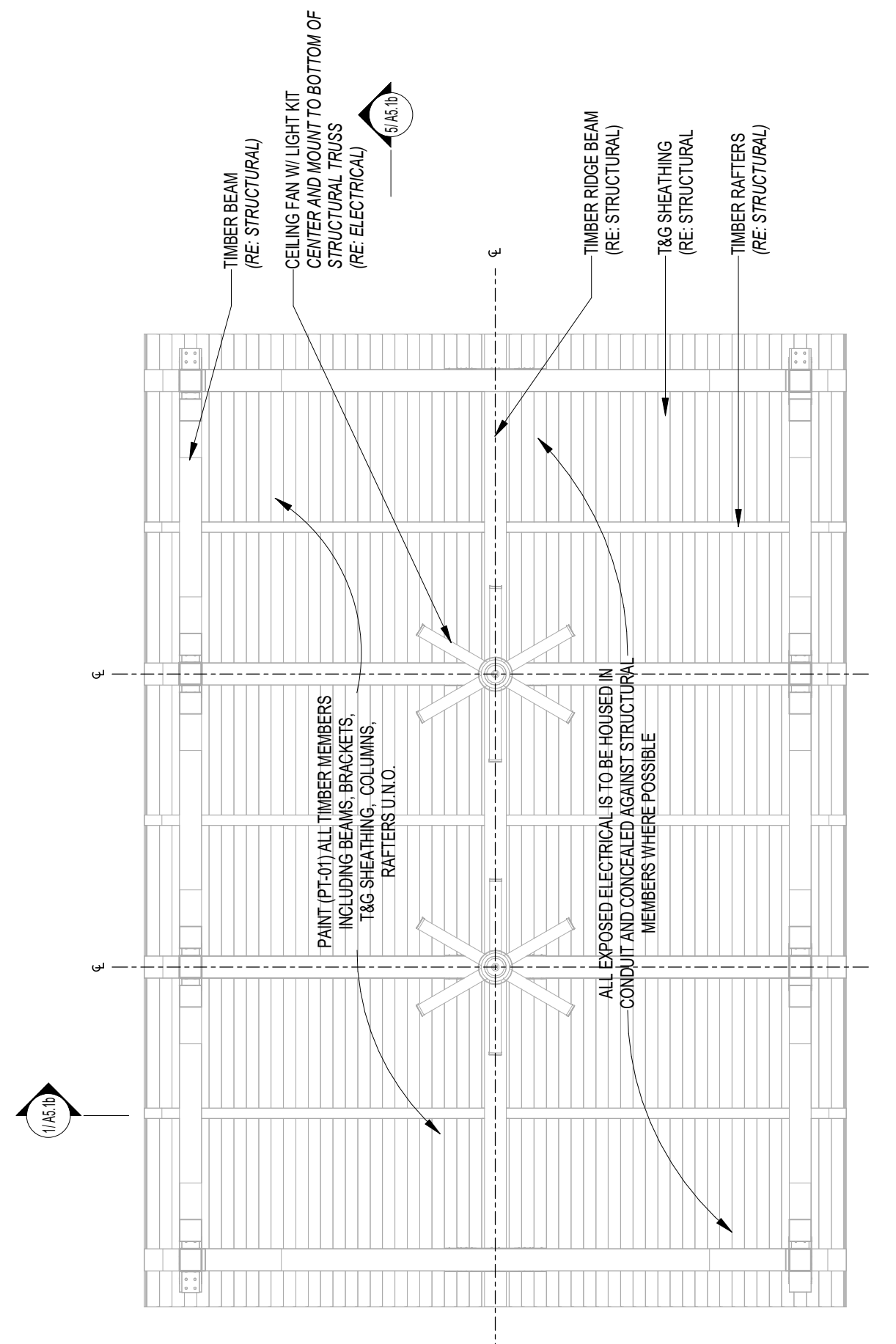




**1 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**2 ROOF PLAN**  
SCALE: 1/4" = 1'-0"



**3 REFLECTED CEILING PLAN**  
SCALE: 1/4" = 1'-0"

**ROOF LEGEND**

- ASPHALT SHINGLE ROOFING
- INDICATES FACE OF BEAM BELOW
- 1/8" / 12" INDICATES ROOF SLOPE

**FINISH SCHEDULE**

TAG	DESCRIPTION	MFR	PRODUCT COLOR	COMMENTS
PT-01	WOOD STAIN	SHERWIN WILLIAMS	PRODUCT: 3507 RIVERWOOD FINISH: SEMI-TRANSPARENT	PAINT ALL TIMBERWOOD MEMBERS INCLUDING BEAMS, BRACKETS, RAFTERS, T&G SHEATHING, COLUMNS ETC. UNLESS INDICATED OTHERWISE. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.
PT-02	ASPHALT SHINGLE ROOFING	CERTANTEED	PRODUCT: LANDARK PRO COLOR: MAX DEF GEORGETOWN GRAY	INDICATED PRODUCT IS BASIS OF DESIGN. APPROVED EQUALS WILL BE CONSIDERED PER SPECIFICATIONS.
PT-03	CONCRETE SLAB			

- GENERAL NOTES**
- ALL PLAN DIMENSIONS ARE TO FACE OF STUD, FACE OF MASONRY AND CENTERLINE OF COLUMNS, UNLESS NOTED OTHERWISE.
  - ALL MECHANICAL, ELECTRICAL AND PLUMBING INDICATIONS ON ARCHITECTURAL DRAWINGS ARE FOR LOCATION PURPOSES ONLY.
  - CONTRACTOR SHALL COORDINATE WITH ALL WORK UNDER THIS CONTRACT SHALL BE MAINTAINED TO ENSURE THE QUALITY AND TIMELY COMPLETION OF THE WORKPROJECT.
  - CONTRACTOR TO NOTIFY ARCHITECT OF RECORD IMMEDIATELY OF ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS AND AS-BUILT CONDITIONS.
  - VERIFY ALL EXISTING AND AS-BUILT CONDITIONS PRIOR TO FABRICATION OF ANY OFFSITE ASSEMBLED OR FABRICATED ITEMS OR COMPONENTS, INCLUDING BUT NOT LIMITED TO DOORS, WINDOWS, MILLWORK, ETC.
  - REFER TO FINISH PLAN AND SCHEDULE FOR FINISHES.
  - CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL CONTENT WITHIN THE CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO COORDINATE WITH OWNER ON ALL OWNER PROVIDED AND CONTRACTOR TO INSTALL ITEMS PRIOR TO FABRICATION AND INSTALLATION.
  - CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DRAWINGS AND CONTENT, INCLUDING BUT NOT LIMITED TO, ARCHITECTURAL AND OTHER CONSULTANT AND ENGINEER DRAWINGS WITHIN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY THE ARCHITECT OF RECORD OF ANY DISCREPANCIES WITHIN CONTRACT DOCUMENTS IMMEDIATELY.
  - CONTRACTOR TO FLASH ALL ROOF PENETRATIONS AND INSTALL BASE FLASHING AND PARAPET TREATMENT AS PER MFR.
  - FLASH AROUND PRE-FABRICATED CUPOLA AND MAKE WATERTIGHT AS PER MFR, AS WELL AS SIMCOA ANRCA STANDARDS.
  - ARCHITECTURAL REFLECTED CEILING PLAN SHOWS THE GENERAL LAYOUT AND LOCATION OF ALL SYSTEMS. REFER TO ELECTRICAL DRAWINGS FOR TYPE AND SIZE OF EACH FIXTURE.
  - ALL FINISHES INDICATED IN FINISH SCHEDULE ARE TO BE CONSIDERED BASIS OF DESIGN. SUBSTITUTIONS ARE PERMITTED PER SPECIFICATIONS.

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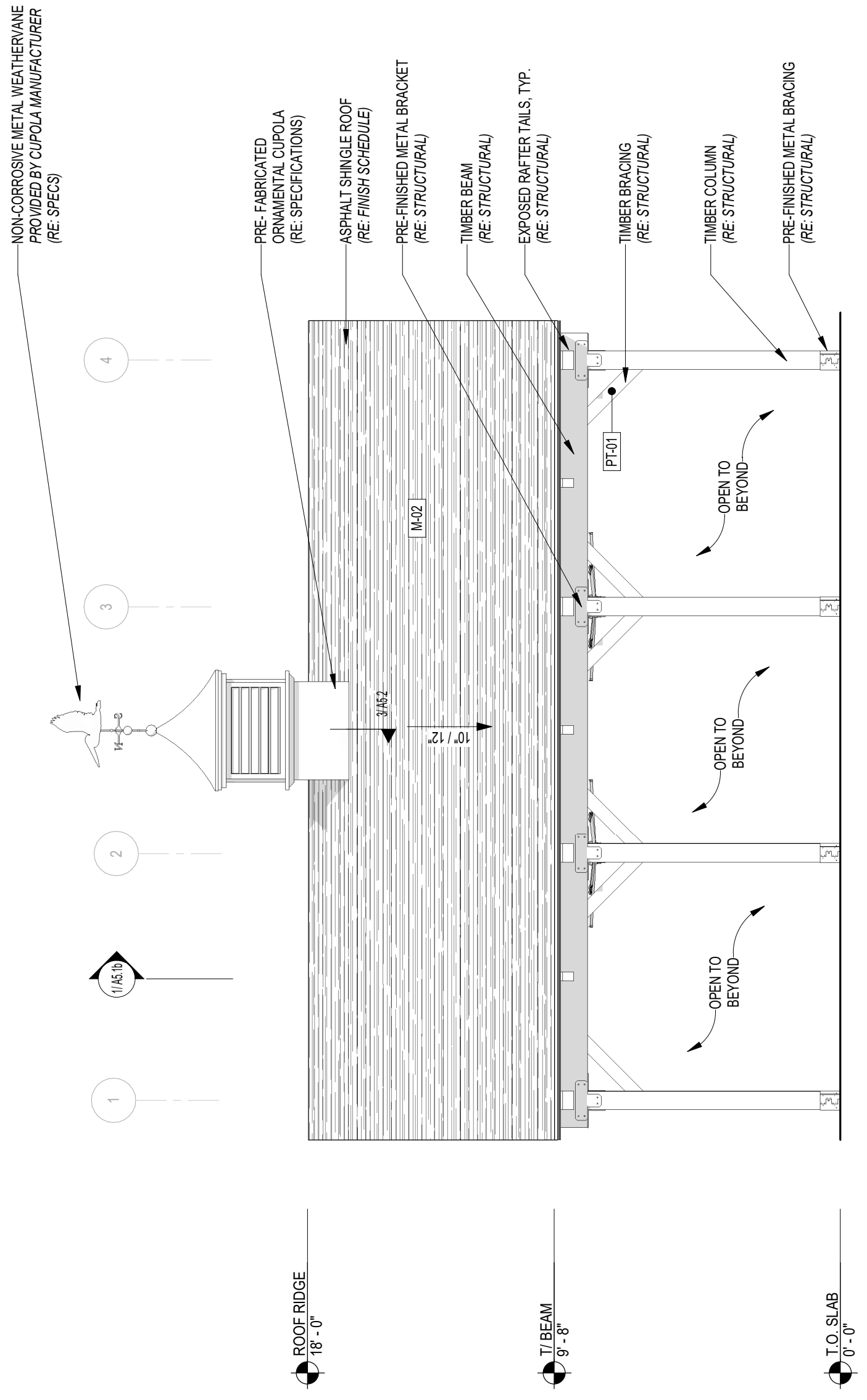
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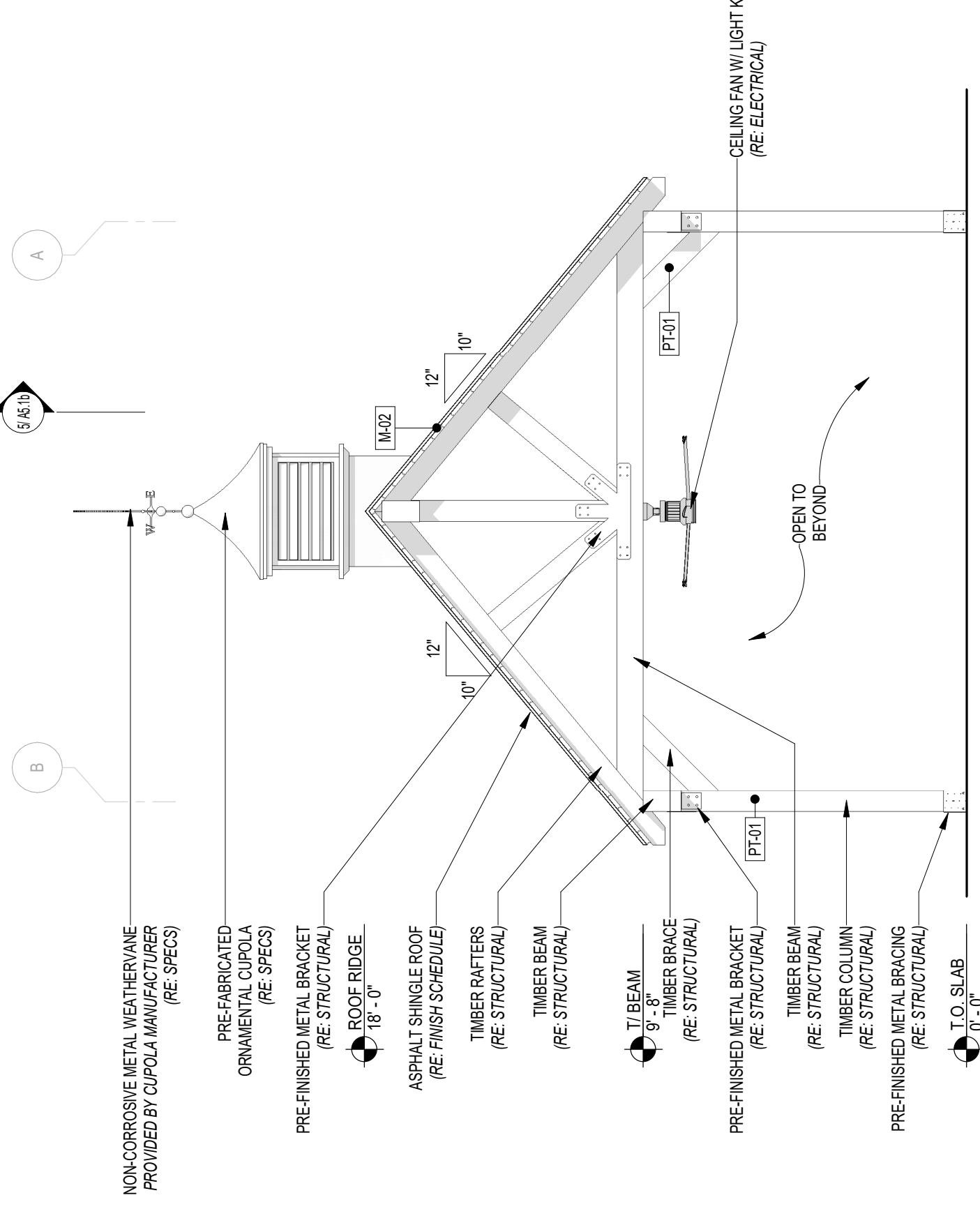
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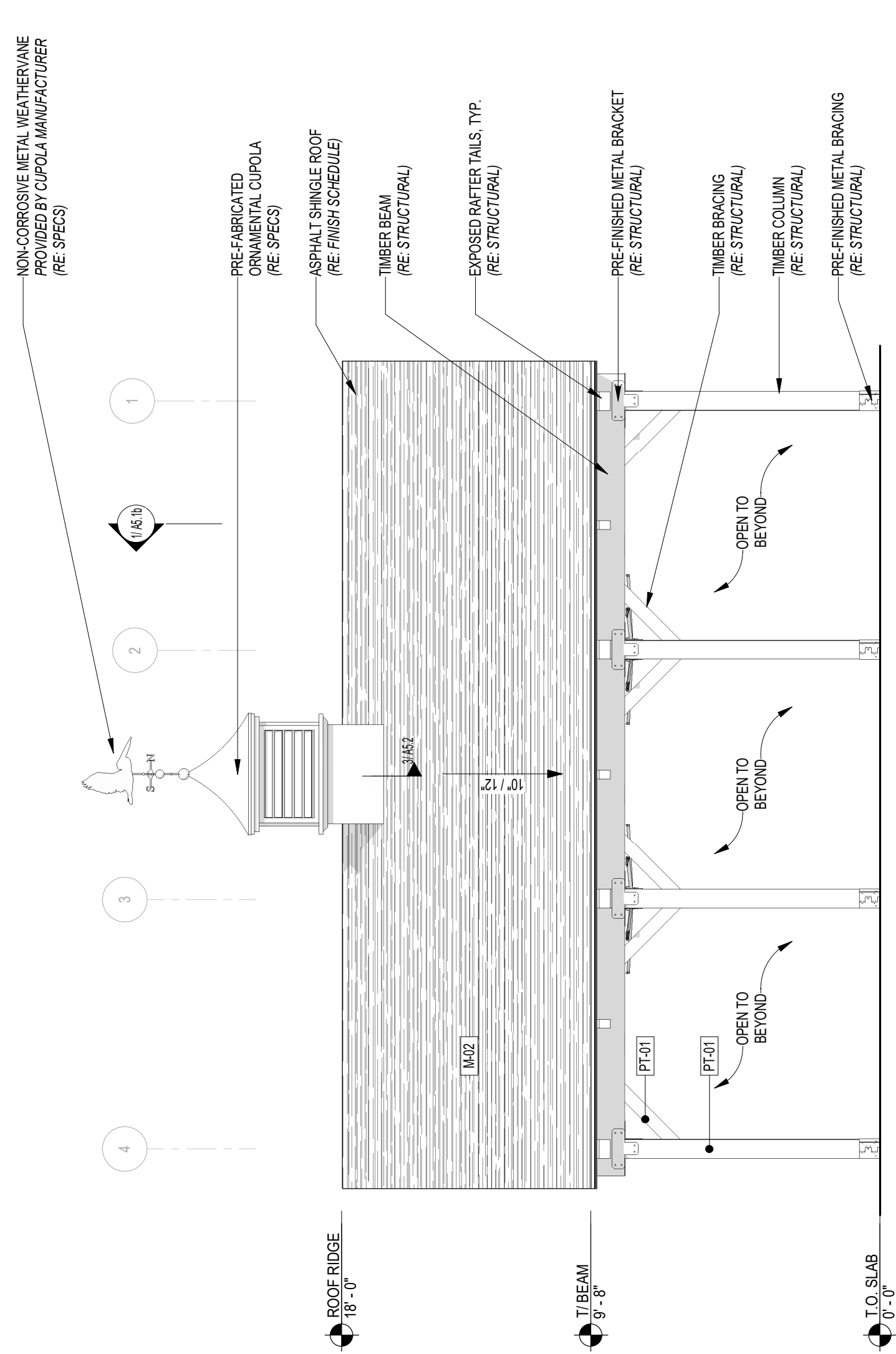




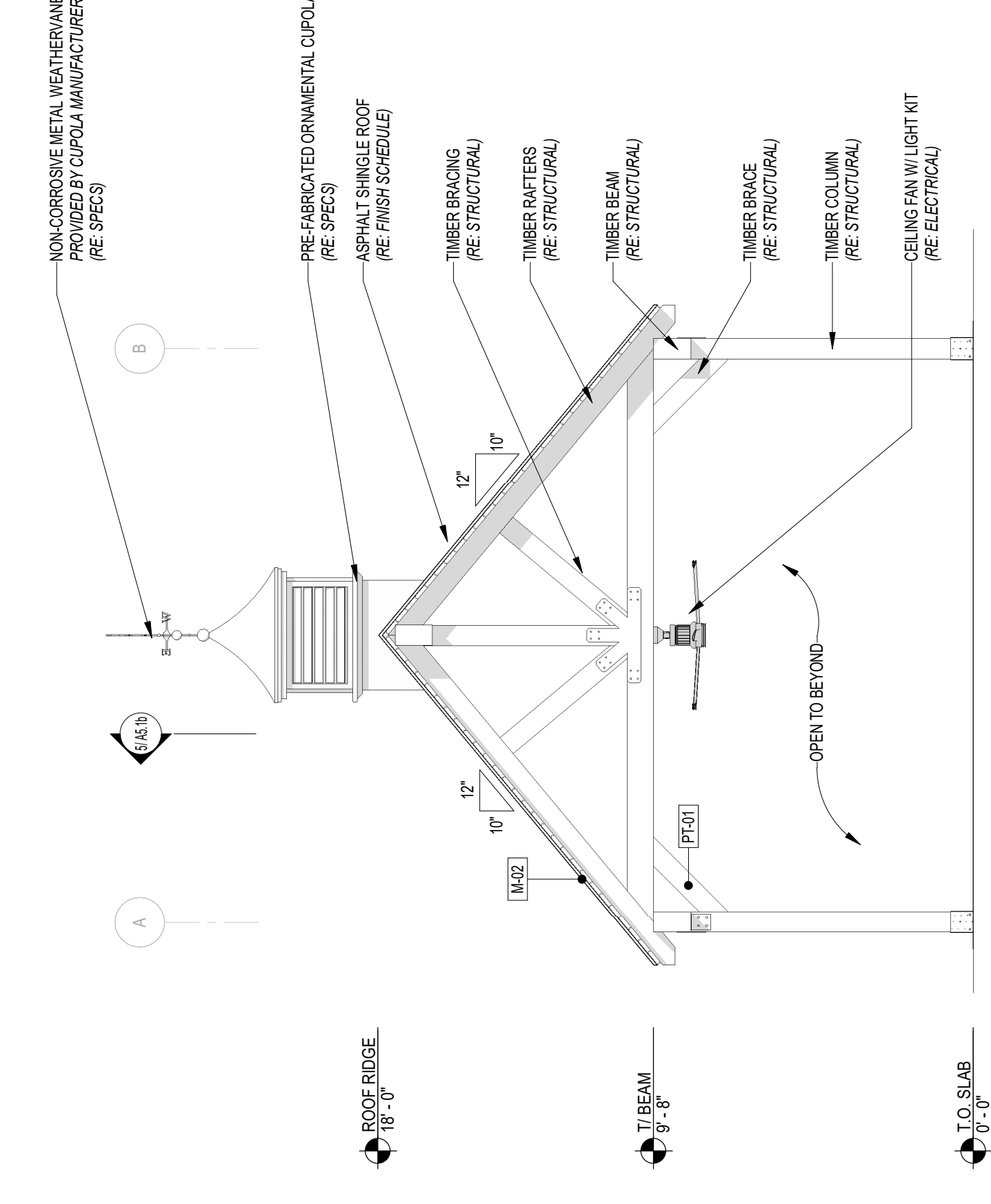
**1 BUILDING ELEVATION**  
 A2.19A2.2b SCALE: 1/4" = 1'-0"



**2 BUILDING ELEVATION**  
 A2.19A2.2b SCALE: 1/4" = 1'-0"



**3 BUILDING ELEVATION**  
 A2.19A2.2b SCALE: 1/4" = 1'-0"



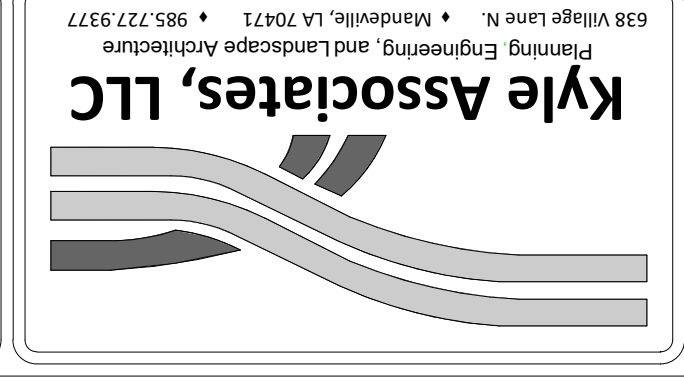
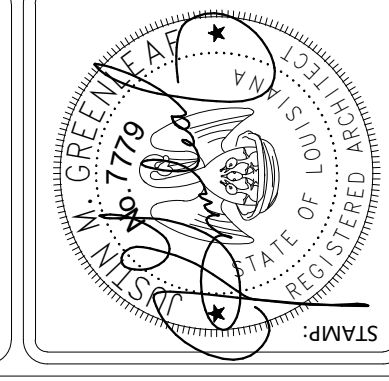
**4 BUILDING ELEVATION**  
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CADD FILE NAME:

DESIGNED BY:	SCALE: (22x34)
DRAWN BY:	SCALE: (11x17)
CHECKED BY:	DATE: 11.10.23
KLS	JOB NO. 21076

SAFE HAVEN CAMPUIS IMPROVEMENTS  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

NO.	DATE:
REVISIONS	
APP.	

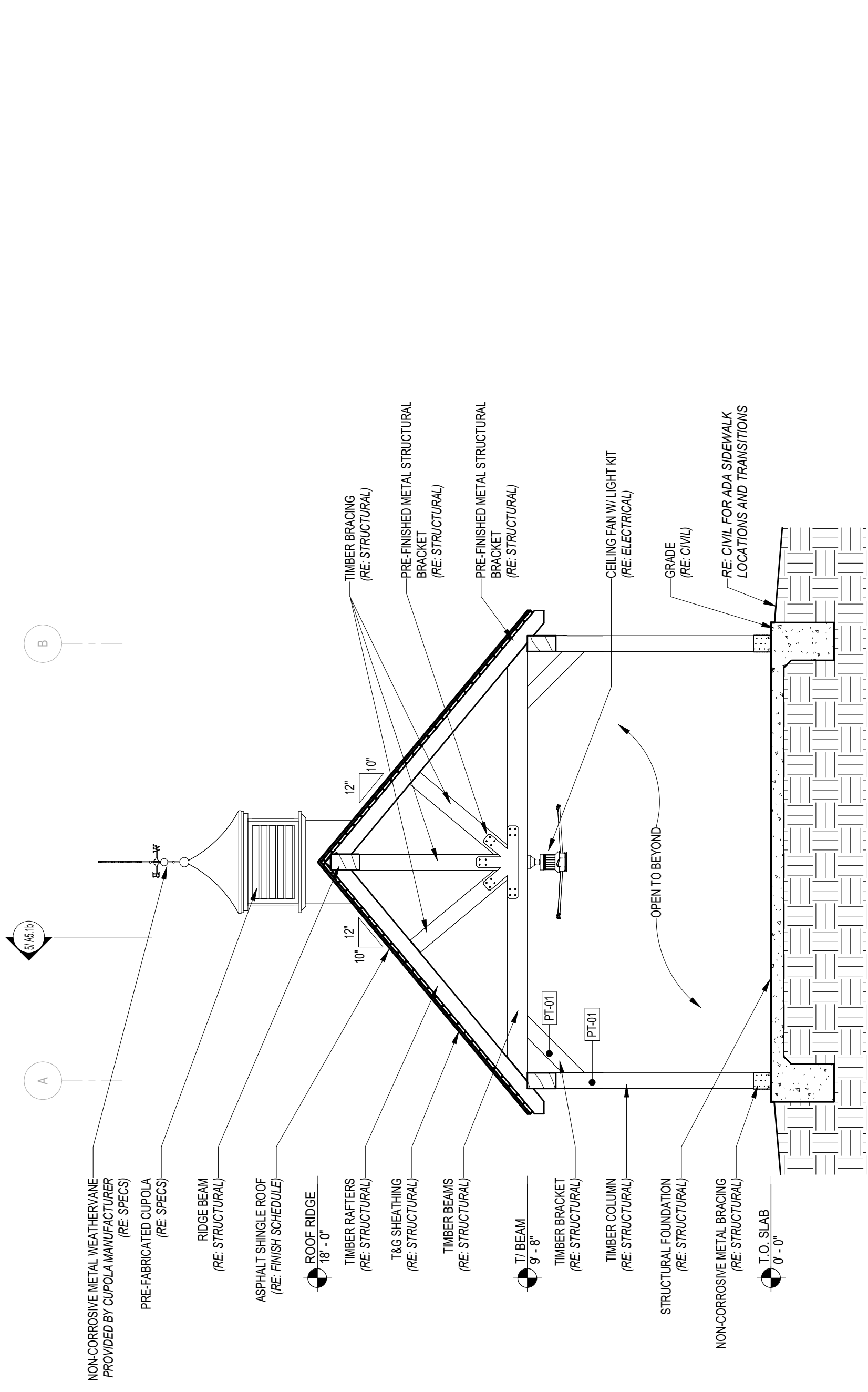


SHEET NO.  
**A2.2b**  
 SMALL PAVILION -  
 ELEVATIONS

**GREENLEAF ARCHITECTS**  
 GREENLEAFARCH.COM | 985.772.2080  
 404 E GIBSON ST. STE 1 | COVINGTON LA

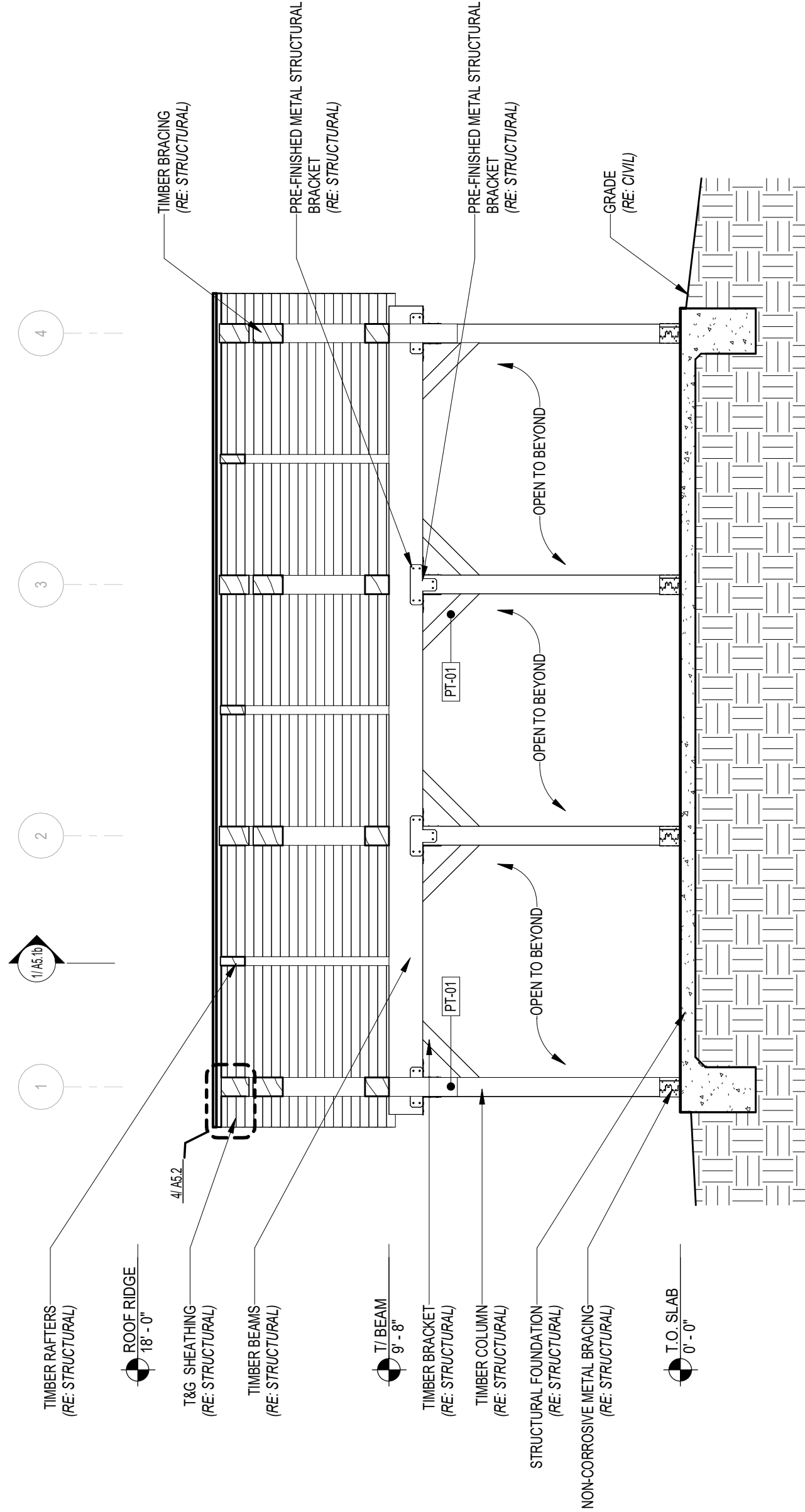
ALTERNATE NO. 3 STP PROJECT NO. FM21000150





**1 BUILDING SECTION**

A2:10x45.1b SCALE: 1/4" = 1'-0"



**5 BUILDING SECTION**

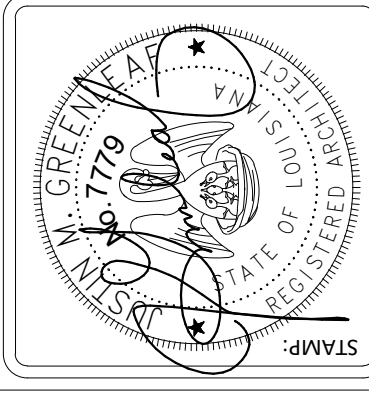
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CADD FILE NAME:

DESIGNED BY:	KLS
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CHECKED BY:	KLS
JOB NO.	21076

DATE: 11.10.23  
 SCALE: (1:1x17)  
 SCALE: (22x34)  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

NO.	DATE:	REVISIONS



SHEET NO.  
**A5.1b**  
 SMALL PAVILION -  
 SECTIONS

**GREENLEAF ARCHITECTS**  
 GREENLEAFARCH.COM | 985.772.2080  
 404 E GIBSON ST. STE 1 | COVINGTON LA  
 ALTERNATE NO. 3 STP PROJECT NO. FM21000150

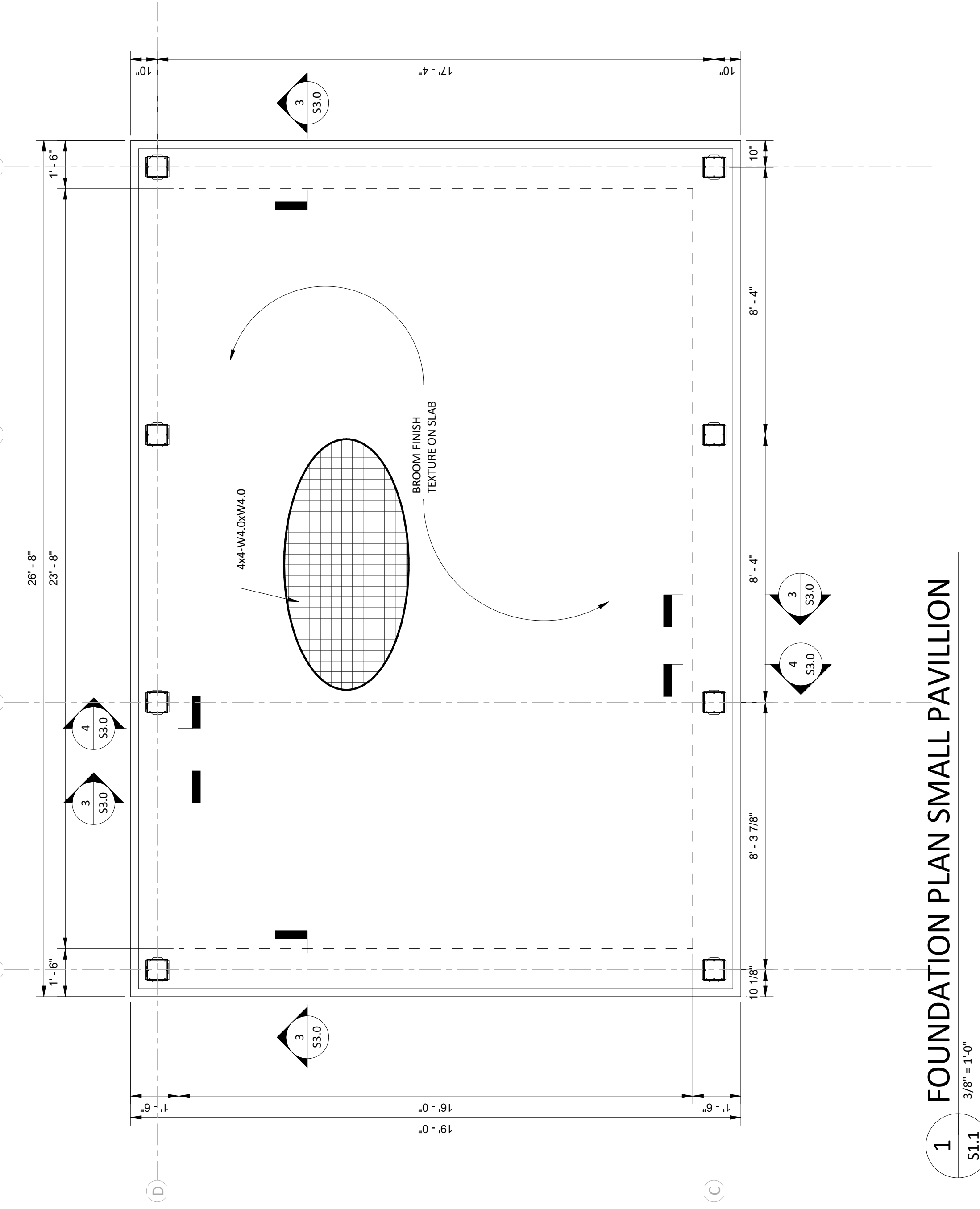












**1 FOUNDATION PLAN SMALL PAVILLION**  
 3/8" = 1'-0"

CADD FILE NAME:  
REVIT BORDER KARVT

DESIGNED BY:	TD
DRAWN BY:	TD
CHECKED BY:	SAD
JOB NO.:	21076

SCALE: (22X34)  
 3/8" = 1'-0"

DATE: 11.10.23

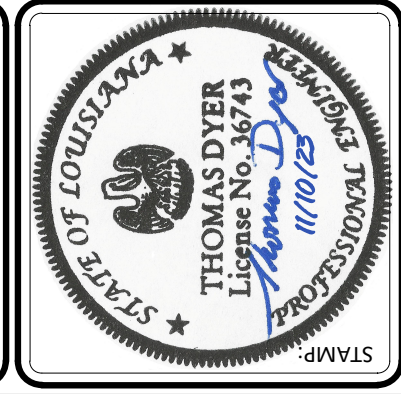
**FOUNDATION PLAN - SMALL PAVILLION**

23515 HWY 190, MANDEVILLE, LA  
 ST. TAMMANY PARISH GOVERNMENT

**SAFE HAVEN CAMPUS IMPROVEMENTS**

NO.	DATE:	REVISIONS

APP'D



SHEET NO.  
**S1.1**

ALTERNATE NO.3 STP PROJECT NO. FM21000150























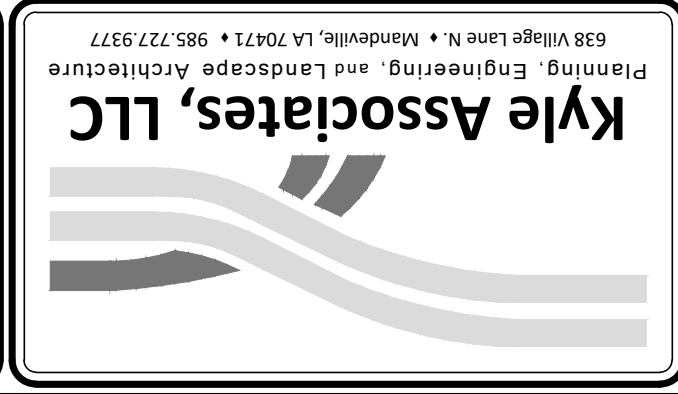
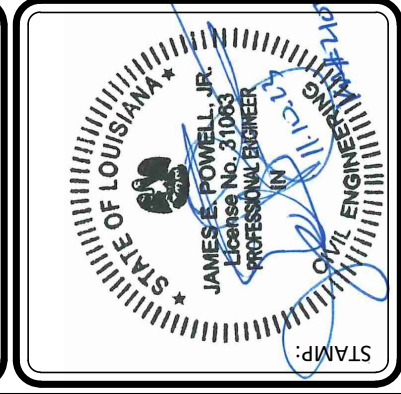


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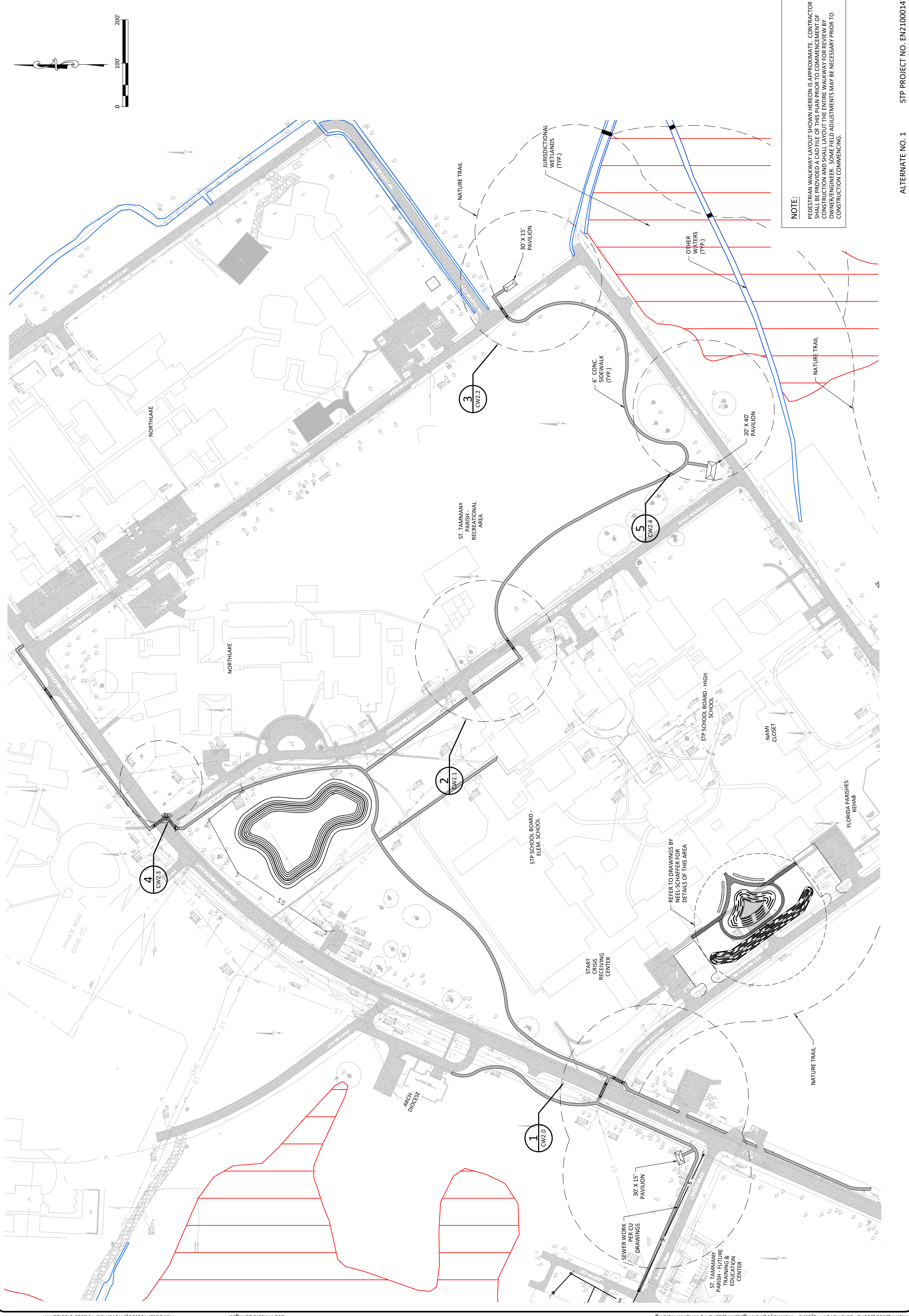
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SCALE: (11x17)	DRAWN BY:	NBZ
SCALE: 1" = 200'	CHECKED BY:	JEP
DATE: 11.10.23	JOB NO.:	21076

**SAFE HAVEN CAMPUS IMPROVEMENTS**  
**SITE PLAN - PEDESTRIAN WALKWAYS**  
 23515 Hwy 190, Mandeville, LA  
 St. Tammany Parish Government

NO.	DATE:	REVISIONS



SHEET NO.  
**CW1.0**



**NOTE:**  
 PEDESTRIAN WALKWAY LAYOUT SHOWN HEREON IS APPROXIMATE. CONTRACTOR SHALL BE PROVIDED A CAD FILE OF THIS PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL LAYOUT THE ENTIRE WALKWAY FOR REVIEW BY OWNER/ENGINEER. SOME FIELD ADJUSTMENTS MAY BE NECESSARY PRIOR TO CONSTRUCTION COMMENCING.

