

BID PROPOSAL

ST. TAMMANY PARISH
COMMUNICATIONS DISTRICT NO. 1



BID PACKAGE FOR

St. Tammany Parish Communications District 9-1-1 Dispatch Center

BID NO.: **BID-NF-2016-06-16**

June 16, 2016

VOLUME 01

Section 01

Table of Contents

Section 01	Table of Contents
Section 02	Instructions to Bidders
Section 03	Summary of Work
Section 04	LA Uniform Public Work Bid Form Unit Price Form
Section 05	Affidavits, Louisiana (Pursuant to LSA-R.S. 38:2224, 38:2227 and 38:2212.10)
Section 06	Insurance Requirements
Section 07	Project Sign
Section 08	General Conditions

Section 02

Instructions to Bidders

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet District's 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 Communications District No. 1 (the "District").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "District," and "St. Tammany Parish Communications District No. 1" may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is 270 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 prior written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the District.***
8. **Only** the Louisiana Uniform Public Bid Form (with corporate resolution if necessary), the Unit Price Form (if necessary), and the bid security shall be submitted on or before the time and date provided for in the Bid Documents. 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.
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. 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.
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 St. Tammany Parish Communications District No. 1. 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 District shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the District 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

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. No inquiry received within five (5) 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 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 District determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
21. The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
22. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
23. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
24. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is

encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.

25. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
26. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
27. Sealed Bids shall be delivered to **St. Tammany Parish Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433**, and a receipt given, until the time and date denoted in Advertisement for Bids, 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 Project Representative'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 Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433**, and must be received before the bid opening. It is the responsibility of the Bidders to insure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
28. Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Advertisement for Bids, and these General Conditions, and addressed:

St. Tammany Parish Communications District No. 1
510 E. Boston Street
Suite 200
Covington, LA 70433
29. Complete sets of Drawings, Specifications and Contract Documents may be secured at the Office of the Owner. See Advertisement for Bids for deposit schedule.
30. The successful Bidder shall be required to post in each direction a public information sign, 4' x 8' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information. Signs shall be supplied and installed at NO DIRECT PAY.
31. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of

same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. 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.

32. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
33. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
34. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the District. The cost of the Bond shall be paid for by the Contractor.
35. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
36. In conformance with LSA-R.S. 38:2219(A) (1) (a), (b), and (c):

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

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

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

37. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the District, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.
38. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
39. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
40. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.
41. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
42. Contractor shall pay for cost of recording the Contract, Bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

43. Contractor shall secure and maintain at its expense such insurance that will protect it and the District from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
44. The Contractor shall not commence work until it has obtained all insurance as required for the District Project. If the Contractor fails to furnish the District with the insurance protection required and begins work without first furnishing District with a currently dated certificate of insurance, the District 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 District including, but not limited to, renewals of all policies.
45. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the St. Tammany Parish Communications District No. 1 for payment of any premiums or for assessments under any form of policy.
46. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
47. Authorization of Insurance Company (ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
48. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the District and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the District 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 Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433.

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 St. Tammany Parish Communications District No. 1, 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 St. Tammany Parish Communications District No. 1 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 Communications District No. 1 by referencing same on the face of the Certificate(s) of Insurance.

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

49. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the St. Tammany Parish Communications District No. 1.
50. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
51. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
52. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the St. Tammany Parish Communications District BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
53. It is the District'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 District's 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 District. 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 Communications District No. 1
510 E. Boston Street, Suite 200, Covington, LA 70433.

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 St. Tammany Parish Communications District No. 1 **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 District will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the District. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

54. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquiries must be submitted via fax to 602-667-9133, or via email to janl@gaborlorant.com. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
55. St. Tammany Parish Communications District No. 1 contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Communications District No. 1. At any time St. Tammany Parish Communications District No. 1 reserves the right to cancel the award of a contract if either or both of these factors is deficient.
56. Any action by the District to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
57. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Section 03

Summary of Work

I. Work to Include:

Construction of a new building comprising approximately 16,000 square feet, along with its site improvements, housing the St. Tammany Parish Communications District offices, 9-1-1 dispatch and support facilities.

II. Location of Work:

28911 Krentel Road, Lacombe, LA 70445

III. Documents: Bid Documents dated Wednesday, June 15, 2016, and entitled:

New 911 Communications / Dispatch Center St. Tammany Parish

Said Documents Comprising:

SHEET INDEX OF DRAWINGS OF THE CONTRACT DOCUMENTS

a000	Architectural Cover Sheet
a001	Code Analysis/Legal Description
a002	Code Analysis
a003	Fire-Rated Assemblies
a004	Fire-Rated Assemblies
a050	Architectural Site Plan
a051	Enlarged Site Plans
a052	Site Details
a053	Site Details
a054	Site Details
a055	Site Pre-Cast & Site Cast Walls
a100	Architectural Floor Plan - FF&E
a101	Architectural Floor Plan - Dimensioned
a102	Architectural Floor Plan - Annotated
a200	Reflected Ceiling Plan
a300	Roof Plan
a301	Roof Plan – Details
a400	Building Elevations
a401	Building Elevations
a500	Building Sections
a501	Building Sections
a550	Wall Sections
a551	Wall Sections
a552	Wall Sections
a600	Enlarged Plans - Interior Elevations & Details

a601	Enlarged Plans - Interior Elevations & Details
a602	Enlarged Plans - Interior Elevations & Details
a603	Enlarged Plans - Interior Elevations & Details
a650	Casework Details
a700	Door Schedule & Legend
a701	Door Details
a750	Window Schedule
a751	Window Details
a752	Window Details
a800	Room Finish Schedule & Floor Finish Plan
a850	ADA Reference
a900	Wall Types
a901	Wall Types
a902	Wall Types
a903	Details
a904	Details
a905	Details
a906	Details
s001	General Structural Notes
s002	General Structural Notes
s003	Typical Details
s004	Typical Details
s005	Typical Details
s006	Typical Details
s100	Foundation Plan
s200	Roof Framing Plan
s201	Enlarged Plans
s202	Wall Elevations
s300	Foundation Details
s301	Foundation Details
s302	Foundation Details
s303	Foundation Details
s400	Framing Details
s401	Framing Details
s402	Framing Details
s403	Framing Details
s404	Framing Details
s405	Framing Details
m0.1	Mechanical Specifications, Legend and Symbols
m0.2	Mechanical Schedules
m0.3	Mechanical Schedules
m0.4	Mechanical Schedules and Ventilation Calculations
m1.0	Mechanical Floor Plan
m1.1	Mechanical Roof Plan
m2.0	Underfloor HVAC Systems Floor Plan
m2.1	Mechanical Floor Plan AH1 A/B Return
m3.0	Mechanical Leak Detection System Plan
m4.0	Mechanical Details
m4.1	Mechanical Details
m5.0	Mechanical Chilled Water Diagram and Controls
m5.1	Mechanical Air Handler AH-2A, AH-2B Controls
m5.2	Mechanical Underfloor Air Handler AH-1A, AH-1B Controls
m5.3	Mechanical Controls
m5.4	Mechanical Controls

p0.1	Plumbing Symbols and Legend
p0.2	Plumbing Equipment Schedules
p1.0	Plumbing Site Plan
p2.0	Plumbing Sanitary Waste Floor Plan
p3.0	Plumbing Domestic Water Floor Plan
p4.0	Plumbing Roof Plan
p5.0	Plumbing Waste and Vent Schematic
p6.0	Plumbing Details
p6.1	Plumbing Details
e0.0	Electrical Cover Sheet
e0.1	Electrical Legend
e0.2	Equipment Schedule
e0.3	Lighting Specifications & Energy Calculations
e0.4	Fire Alarm Riser Diagram
e1.0	Electrical Site Plan
e1.1	Photometric Site Plan
e1.2	Site Lighting Cutsheets
e2.0	Power Plan
e3.0	Lighting Plan
e4.0	Special Systems Plan
e5.0	Generator, SES & AHU Rooms - Enlarged Power Plan
e5.1	Data Center & MDF Rooms - Enlarged Plans & Elevations
e6.0	One-Line Diagrams & Load Calcs
e6.1	One-Line Diagram & Load Calcs
e7.0	Panel Schedules
e7.1	Panel Schedules
e7.2	Panel Schedules
e7.3	Panel Schedules
e8.0	Electrical Details
e8.1	Electrical Details
e8.2	Electrical Details
C01.1	Site Plan - Drainage and Utility
C01.2	Site Plan - Drainage and Utility
C01.3	Site Plan - Geometric and Grading
C01.4	Site Plan - Geometric and Grading
C02.1	Miscellaneous Details
C02.2	Miscellaneous Details
C03	Erosion Control Details
C04.1	Drainage Details
C04.2	Drainage Details
C05	Well Details
C06	Miscellaneous Water Details
C07	Miscellaneous Sewer Details
L100	Site Key Plan
L101	Tree Protection Plan
L102	Tree Protection Plan
L103	Planting Improvements Plan
L104	Planting Improvements Plan
L105	Construction Details
L106	Irrigation Plan
L107	Irrigation Plan
L108	Construction Details

sv001 Site Survey - Existing Conditions

Said Documents Further Comprising:

SPECIFICATIONS OF THE CONTRACT DOCUMENTS:

VOLUME 1:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

VOLUME 2:

DIVISION 02 – EXISTING CONDITIONS

DIVISION 03 - CONCRETE

DIVISION 04 – MASONRY

DIVISION 05 - METALS

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

DIVISION 07 - THERMAL & MOISTURE PROTECTION

DIVISION 08 – OPENINGS

DIVISION 09 - FINISHES

DIVISION 10 - SPECIALTIES

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

VOLUME 3:

DIVISION 21 – FIRE SUPPRESSION

DIVISION 22 – PLUMBING

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

DIVISION 26 – ELECTRICAL

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

DIVISION 32 – EXTERIOR IMPROVEMENTS

IV. OTHER REQUIREMENTS (as applicable)

NONE

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Communications District
510 East Boston Street, Suite 200
Covington, Louisiana 70433

BID FOR: Construction of a new building comprising approximately 16,000 square feet, along with its site improvements, housing the St. Tammany Parish Communications District offices, 9-1-1 dispatch and support facilities.

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: Gabor Lorant Architects Inc. and dated: 15 June 2016.

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. **None.**

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

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

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 Communications District No. 1.
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 Communications District No. 1.
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 Communications District No. 1, or their immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Communications District No. 1.

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 201__.

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
Communications District No. 1 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 _____, 201__.**

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

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 8').
- 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 color, using the template and font provided to the Contractor by the St. Tammany Parish Communications District No. 1 Project Manager.
- b. All signage proofed and approved by State Tammany Parish Communications District No. 1 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 Communications District No. 1 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 Communications District No. 1 Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades

EXAMPLE:






ST. TAMMANY PARISH COMMUNICATIONS DISTRICT OFFICES

ST. TAMMANY PARISH COMMUNICATIONS DISTRICT

510 E. BOSTON STREET SUITE 200, COVINGTON LA 70433

PROJECT NO. MS000404E



gabor lazar architect inc.
602.667.9000
www.glastone.com

OWNER-PROVIDED TEXT OWNER-PROVIDED TEXT OWNER-PROVIDED TEXT OWNER-PROVIDED TEXT

CONSTRUCTION MANAGER: Judith Patrylak

CONTACT NUMBER: 985.000.0000

OWNER-PROVIDED TEXT

CONTRACTOR INFORMATION

PROJECT MANAGER: OWNER-PROVIDED TEXT

CONTACT NUMBER: 985.000.0000

Applied Engineering | Dana Brown & Associates, Inc. | Meyer Engineers, Ltd. | PK Associates, Consulting Structural Engineers

4'-0"

8'-0"

Section 08

General Conditions
for
St. Tammany Parish Communications District No. 1

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.

GENERAL CONDITIONS INDEX

A.C.I.	01.01
ADDENDA	01.02, 01.04, 01.11, 02.13, 02.13, 06.02, 06.03
ADVERTISEMENT	01.03, 01.11, 02.21, 02.22, 02.23
AGREEMENT	01.05, 01.11, 01.13, 01.14, 01.15, 01.18, 03.02, 03.03, 03.04, 06.01, 06.02, 10.01, 11.03, 12.01, 14.02, 29.06, 32.01, 32.02, 33.06, 33.07
APPLICATION FOR PAYMENT	01.05, 29.07
A.S.T.M.	01.06
AWARD	03.00, 03.01, 03.04, 03.05
BID	01.07, 01.09, 01.11, 01.25, 02.02, 02.04, 02.08, 02.09, 02.10, 02.13, 02.14, 02.17, 02.19, 02.21, 03.01, 03.04, 04.02, 14.03, 22.01, 23.01, 28.08
BIDDER	01.07, 01.08, 01.09, 01.25, 01.28, 02.02, 02.04, 02.06, 02.08, 02.09, 02.10, 02.12, 03.13, 02.14, 02.16, 02.17, 02.19, 02.20, 02.21, 02.24, 03.01, 03.04, 03.05, 23.01
BONDS	01.10, 01.11, 02.02, 02.09, 03.00, 03.03, 03.04, 03.05, 03.07, 03.08, 03.10, 03.12, 03.13, 27.06
CHANGE ORDER	01.10, 01.18, 04.01, 09.04, 11.07, 16.02, 16.06, 16.07, 21.06, 21.08, 21.10, 21.11, 29.06, 33.07
CLAIMS	02.15, 04.05, 09.05, 14.01, 16.04, 16.05, 21.16, 24.01
CLOSING ROADS COMMENCE WORK	16.06, 16.07, 16.15 04.04, 07.04, 09.02, 11.02, 14.02, 16.13, 24.02
COMPLETION OF WORK OR PROJECT	01.14, 02.15, 08.03, 09.01, 09.04, 11.00, 11.03, 12.01, 13.01, 13.11, 20.01, 25.01, 28.02, 29.04

CONDITIONS AT JOB SITE	16.17
CONTRACT DOCUMENTS	01.00, 01.02, 01.03, 01.09, 01.11, 01.12, 01.15, 01.16, 01.17, 01.18, 01.19, 01.21, 01.23, 01.29, 01.32, 02.02, 02.05, 02.13, 02.17, 02.18, 02.23, 03.01, 03.02, 04.01, 04.02, 04.03, 04.04, 04.05, 06.00, 06.01, 06.02, 06.03, 07.02, 07.03, 07.05, 08.01, 10.06, 11.03, 13.01, 13.02, 21.01, 21.09, 21.10, 21.11, 28.01, 28.04, 33.01
CONTRACT PRICE	01.10, 01.12, 03.05, 04.01, 10.07, 12.01, 14.02, 21.06, 21.10, 21.11, 21.14, 27.05, 28.01, 28.02, 28.03, 28.08
CONTRACT TIME	01.10, 01.13, 01.21, 10.06, 10.07, 11.01, 21.06, 21.14, 29.04
CONTRACTOR - (Defined)	01.15
DAMAGE	02.15, 03.05, 03.12, 04.05, 09.05, 11.09, 13.11, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, 16.05, 19.01, 19.03, 20.01, 20.08, 24.01, 24.07, 24.12, 26.03, 28.05, 28.01, 28.10, 33.07
DEFECTIVE WORK	01.16, 10.03, 21.00, 21.01, 21.07, 21.08, 21.09, 21.10, 21.14, 28.03
DELAYS	07.02, 11.05, 11.09, 12.01, 16.07, 18.02, 19.01, 28.04
DRAWINGS	01.11, 01.16, 02.13, 02.17, 02.23, 06.01, 06.02, 06.03, 13.15, 22.02, 01.27, 01.33, 03.12, 04.01, 06.02, 09.01, 10.01, 10.02, 11.07, 13.00, 13.01, 13.03, 13.05, 13.11, 13.12, 13.15, 14.02, 14.07, 14.08, 14.09, 16.09, 16.13, 21.01, 21.06, 21.07, 21.14, 24.07, 27.05, 27.07, 28.01, 28.05, 28.10, 29.03, 13.00, 13.11
ENGINEER STATUS (NOT APPLICABLE)	15.00
EXTRA WORK	03.09, 14.00, 14.03, 14.04, 14.05, 14.08, 14.09, 14.10, 14.11, 14.12, 16.01, 22.02
FAILURE OF CONTRACTOR	03.10, 04.05, 06.02, 09.05, 10.01, 10.03, 13.10, 16.03, 20.01, 24.09, 27.02, 28.10

FAILURE OF OWNER	02.13
FAILURE OF SUCCESSFUL BIDDER	02.13, 02.17, 03.04
FIELD ORDER	01.18
FORCE ACCOUNT	14.04, 14.05, 14.11, 14.12
FUNDING	33.09
INDEMNIFY / HOLD HARMLESS	02.15, 03.05, 04.05, 13.11, 16.04, 16.05, 20.02, 24.06, 24.09
INDEMNIFYING INFRINGEMENT CLAUSE	02.15
INJURIES	16.00, 16.01, 16.02, 19.01, 19.03, 20.01, 24.02, 24.07
INSPECTION FEES	13.12
INSPECTIONS, GENERALLY	01.16, 13.05, 16.13, 21.00, 21.03, 21.04, 21.05, 21.06, 21.14, 21.15, 28.04, 29.02, 29.03
INSURANCE	01.04, 14.05, 16.13, 24.00 - 12, 27.07, 28.05
INTENTION OF CONTRACT DOCUMENTS	06.00, 06.01
INTENTION OF GENERAL CONDITIONS	31.00
LABOR	01.32, 03.12, 09.01, 13.00, 13.01, 13.02, 13.08, 13.10, 13.11, 13.12, 14.05, 16.06, 16.07, 21.06, 21.07, 21.15, 27.01, 28.10, 29.03
LAWS	01.10, 01.19, 02.06, 02.13, 02.14, 02.16, 02.20, 03.01, 03.10, 13.12, 16.06, 16.07, 20.02, 21.02, 21.09, 27.01, 29.06, 33.00, 33.01, 33.08
LIQUIDATED DAMAGES	11.03, 12.00, 12.01, 29.04
MATERIALS	01.01, 01.06, 01.32, 03.12, 04.01, 06.02, 07.01, 09.01, 10.01, 10.02, 13.00, 13.01, 13.03, 13.04, 13.05, 13.12, 13.13, 13.15, 14.01, 14.11, 20.01, 12.01, 21.07, 21.14, 21.15, 27.01, 27.05, 27.07, 28.01, 28.05, 28.07, 28.08, 28.10

MODIFICATIONS	01.11, 01.19, 02.12, 02.13, 06.01, 06.02, 24.07, 32.02
NOTICE OF AWARD	01.19, 03.01, 03.04, 04.01
NOTICE OF DEFAULT	12.01, 33.08
NOTICE TO BIDDER	2.21
NOTICE TO CONTRACTOR	01.20, 01.21, 21.11, 30.01
NOTICE TO OWNER	13.07, 24.06, 27.07
NOTICE TO PROCEED	01.21, 09.02, 11.01, 11.03
OBSTRUCTIONS	16.09, 16.11, 16.15, 23.00, 23.01, 23.02
OCCUPANCY	25.00
ORAL INTERPRETATIONS	02.13
OWNER - (Defined)	01.22
PAYMENT	01.05, 01.09, 03.10, 03.12, 03.13, 04.12, 09.03, 11.04, 11.09, 14.04, 14.12, 16.02, 16.16, 19.02, 21.07, 21.08, 21.09, 21.10, 21.11, 21.16, 24.02, 24.03, 24.12, 27.01, 27.07, 28.00, 28.01, 28.02, 28.03, 28.04, 28.05, 28.06, 28.08, 28.09, 28.10, 29.00, 29.03, 29.05, 29.07
PERMITS	13.00, 13.12, 16.13, 28.08
PRICE	02.05, 14.02, 14.03, 14.04, 14.05, 22.01
PROGRESS PAYMENT	01.05, 28.06
PROGRESS SCHEDULE	09.03, 09.05, 10.07, 21.11, 21.14
PROGRESS OF WORK	09.00, 11.09, 13.07, 16.01, 16.12, 21.11, 21.12, 22.02, 27.02
PROJECT	01.23, 01.24, 01.28, 01.29.03, 01.32, 02.04, 03.07, 06.01, 07.03, 10.02, 10.07, 11.04, 11.06, 13.08, 13.13, 14.08, 14.11, 16.15, 24.07, 24.11, 28.07, 29.03, 29.07
PROJECT REPRESENTATIVE	01.24, 01.29.03, 21.16

PROPERTY	16.00, 16.01, 16.02, 16.03, 16.12, 16.13, 16.17, 18.01, 19.00, 19.01, 19.02, 19.03, 24.01, 24.07, 26.03, 28.10, 29.08, 33.05
PROPOSAL	01.25, 02.00, 02.01, 02.03, 02.05, 02.06, 02.07, 02.08, 02.09, 02.10, 02.11, 02.12, 02.14, 02.18, 02.21, 02.22, 11.03, 12.01, 14.01, 14.02, 14.03, 19.02, 23.02, 28.08
PROTESTS	33.10
PUNCH LIST	29.03, 29.04
QUANTITIES OF ESTIMATES	14.00, 14.01, 14.02, 14.04
RAILROADS	16.13, 19.01
RECORD DRAWINGS	08.00, 18.01, 18.02, 18.03
RECORDATION OF DOCUMENTS	03.13, 28.03, 29.05, 29.06
REJECTION OF BIDS	02.03, 02.07, 02.08, 02.10, 02.14, 03.01
RENTAL OF EQUIPMENT	14.07, 14.09
RIGHTS OF WAY	18.00
SAFETY	16.01, 16.07, 16.14, 16.17
SANITARY PROVISIONS	13.01, 17.00
SCHEDULE OF WORK	09.03, 09.04, 9.05, 11.06, 13.09
SEVERABILITY	32.01, 32.02
SHOP DRAWINGS	01.26, 06.03, 07.00, 07.01, 07.02, 07.03, 07.04, 07.05
SITE	02.17, 7.04, 13.05, 13.07, 13.11, 14.06, 16.09, 21.08, 21.09, 21.12, 22.02, 23.01, 24.07
SOLICITATION OF EMPLOYMENT	13.14
SPECIFICATIONS	01.01, 01.04, 01.06, 01.11, 01.27, 02.13, 02.17, 02.23, 03.06, 03.09, 03.10, 03.13, 06.01, 06.02, 06.03, 07.04, 07.05, 11.03,

	13.05, 13.15, 20.01, 21.12, 22.02, 28.01, 28.04, 32.01
SUBCONTRACTOR	01.26, 01.28, 01.29.09, 04.01, 04.02, 04.03, 04.04, 04.05, 16.02, 16.04, 16.05, 20.01, 20.02, 21.07, 24.01, 24.07, 27.01, 28.07
SUBCONTRACTS	04.00, 13.09
SUBSURFACE CONDITIONS	02.17, 22.00, 22.01, 22.02
SUBSTANTIAL COMPLETION	01.29, 11.04, 21.09, 28.04, 29.01, 29.02, 29.03, 29.04, 29.06
SUPERINTENDENT	01.20, 01.30, 13.07, 14.05
SUPERVISION	13.01, 13.06
SURETY	01.04, 01.09, 02.09, 03.05, 03.06, 03.07, 03.08, 03.09, 03.11, 03.12, 04.05, 05.01, 14.03, 27.03, 27.05
SURVEY	13.02, 26.00, 26.01
TAXES	02.05, 13.00, 13.12, 13.13, 14.05, 28.07, 28.08, 28.10
TERMINATION OF CONTRACT	13.10, 24.09, 27.00, 27.01, 27.02, 27.03, 27.04, 27.05, 27.06, 27.07
TESTS, GENERALLY	21.00, 21.02, 21.03, 21.04, 21.05, 21.06, 21.14
TIME	01.31
TRAFFIC	16.06, 16.07, 16.10, 16.15, 16.16
TRAFFIC HAZARDS	16.16
TREES AND SHRUBS	19.02
VERBAL INSTRUCTIONS	21.16
WAIVERS	24.06, 29.03, 33.08
WARNING DEVICES	16.13, 16.14, 16.15
WARRANTY	21.01, 21.08, 21.09, 33.04, 33.06

WORK	01.32, 20.01
WORK BY OTHERS	10.03, 10.04, 10.05, 10.07
WORK BY OWNER	10.02, 10.04, 10.05, 10.07
WORK FOR OTHER, RESTRICTIONS	16.12
WORK ORDER	28.01

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.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.
- 01.02 Addenda. Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.03 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.
- 01.04 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.
- 01.05 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.
- 01.06 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.
- 01.07 Bid. The offer or Proposal of the Bidder submitted on the prescribed form setting forth all the prices for the Work to be performed.
- 01.08 Bidder. Any person, partnership, firm or corporation submitting a Bid for the Work.
- 01.09 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.
- 01.10 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.

- 01.11 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.
- 01.12 Contract Price. The total monies payable to the Contractor under the Contract Documents.
- 01.13 Contract Time. The number of consecutive calendar days stated in the Agreement for the completion of the Work.
- 01.14 Contractor. The person, firm, corporation or provider with whom the Owner has executed the Agreement.
- 01.15 Defective Work. Work which is unsatisfactory, faulty or deficient for any reason whatsoever, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's recommendation or acceptance.
- 01.16 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.
- 01.17 Field Order. A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.18 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.
- 01.19 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.
- 01.20 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.
- 01.21 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.
- 01.22 Owner St. Tammany Parish Communications District No. 1, 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 (hereinafter, the "District") and Owner may be used interchangeably.

- 01.23 Project. The entire construction to be performed as provided in the Contract Documents.
- 01.24 Project Representative. The authorized representative of the Owner who is assigned to the Project or any parts thereof. Gabor Lorant Architects will serve as the Project Representative for the Owner
- 01.25 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.
- 01.26 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.
- 01.27 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."
- 01.28 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.
- 01.29 Substantial Completion. The date as certified by the Owner or its Representative is the stage in the progress of the Work when the Work or Documents so the Owner can occupy or utilize the Work. For the purposes of this Contract, the term "beneficial occupancy" is not recognized as having any meaning or impact on defining the meaning or Date of Substantial Completion. Full or partial occupancy or use of the facility by the Owner shall not constitute or be sufficient for determining Substantial Completion. All of the following are conditions precedent for Substantial Completion.
 - 01.29.01 Inspection, approval, occupancy and other permits issued by regulatory agencies having jurisdiction and without conditions. Conditional permits do not satisfy Substantial Completion requirements.
 - 01.29.02 All building systems in place, complete, functional and accepted by the Consultants.
 - 01.29.03 As applicable, the HVAC system is tested, balanced and commissioned with a preliminary commissioning report submitted to and accepted by, the Project Representative and the Owner.
 - 01.29.04 Facilities are able to be secured by the Owner and any Contractor installed building security systems are complete and functioning.
 - 01.29.05 Odor and fume generating activities are complete. This includes work such as painting, staining, floor installation, etc. This also includes odor generating activity that originates in non-occupied spaces, but could enter and impact occupied areas.

- 01.29.06 Final cleaning is complete.
- 01.29.07 All dust generating activity within occupied spaces has been completed. This includes dust generating activity that originates in non-occupied spaces, but could enter and impact occupied areas.
- 01.29.08 All mechanical, plumbing, electrical, and life safety or other special systems and equipment are complete, operational, inspected and have received all required final operating permits, to the extent that the Owner can safely and legally use and occupy the facility.
- 01.29.09 Remaining punch-list items do not represent a hazard or create an adverse impact to the Owner and occupants in order for the contractor and his subcontractors to complete. Completion of punch-list items should not cause interruption or disruption to the Owner's functions due to noise, dust, odor, fumes, etc., or they must be undertaken and completed during off-hours convenient to the Owner's operations and at not added cost to the Owner.
- 01.29.10 The Owner is able to fully occupy and utilize all portions of the Work
- 01.30 Superintendent. Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- 01.31 Time. Unless specifically stated otherwise, all time delays shall be calculated in calendar days.
- 01.32 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.
- 01.33 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 and the Bid Bond. 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. Illegibility or ambiguity therein may constitute justification for rejection of the Bid.
- 02.04 Each 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 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 Proposal shall be properly signed by the Bidder. If the Bidder is an individual, any and all names, physical addresses, and post office addresses must be shown. If the Bidder is a firm or partnership, the name, physical address, and post office address of each member of the firm or partnership must be shown, together with satisfactory proof that said partner/agent possesses the requisite authority to so appear, sign and bind the firm or partnership. If the Bidder is a corporation, the President, Vice-President or Secretary shall sign, and said agent must attach written authorization of the corporation by resolution or otherwise that the said agent has the requisite authority to so appear, sign and bind the corporation. All corporate or partnership Proposals must show the name of the corporation/partnership, the name of the state under the laws of which the corporation/partnership is chartered/registered, and the names, titles and business addresses of the officers/partners, and satisfactory evidence of the authority of the officer signing for the corporation/partnership. In the event the Proposal is submitted by an agency, said agency and its representative shall submit the requisite authority to appear, sign and bind said agency.
- 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 typed 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 St. Tammany Parish Communications District No. 1. 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 District 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 District 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 five (5) 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 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).
- 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, 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 District 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 Bids shall be delivered to **St. Tammany Parish Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433**, and a receipt given, until the time and date denoted in Advertisement for Bids, 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 Project Representative'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 Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433**, and must be received before the bid opening. It is the responsibility of the Bidders to insure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**

- 02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Advertisement for Bids, and these General Conditions, and addressed:

St. Tammany Parish Communications District No. 1
510 E. Boston Street
Suite 200
Covington, LA 70433

- 02.23 Complete sets of Drawings, Specifications, and Contract Documents may be secured at the Office of the Owner. See Advertisement for Bids 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. Signs shall be supplied and installed at NO DIRECT PAY.

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 At least three days prior to the execution of the Contract, 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 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 District. The cost of the Bond shall be paid for by the Contractor.

- 03.06 No surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.

- 03.07 In conformance with LSA-R.S. 38:2219(A) (1) (a), (b), and (c):

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

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

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

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the District, 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, 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.
- 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 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.
- 03.13 Contractor shall pay for cost of recording the Contract, Bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

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 there by 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 materia* 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 St. Tammany Parish Communications District No. 1 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.
- 08.04 The Owner will furnish the Contractor one (1) complete set of new prints of the drawings. The Contractor and/or sub-contractor under his direction shall record each and every change from the Contract Documents at the time it is made. This includes any changes that are made in partitions, doors, or otherwise in arrangement of construction of buildings as well as a complete record of exact manner in which electrical and mechanical work, piping, etc., are installed. Dimensions shall be included where necessary to accurately locate piping and other items that will be concealed in the finished building and on the site that may later be necessary to service. Maintain documents in clean, dry, legible condition and do not use record documents for construction purposes. Maintain Shop Drawings as record documents: legibly annotate appropriate drawings to record changes made after review.

Markings on reproducible materials shall be in dark ink or pencil. No "white out" or similar material should be used. Markings on paper drawings should be in red pencil, made dark and clear enough to reproduce via photocopy process.

Keep As-Built Drawings current. Legibly mark to record the following:

- a. Horizontal and vertical location of underground utilities, including, electrical, and appurtenance referenced to permanent surface improvements.
- b. Field changes of dimensions and detail.
- c. Change made by Change Order.
- d. Details not on original Contract Drawings.

All RFI's, ASI's or change orders referenced on the face of the drawings as part of the As-Built information either shall be taped to the drawing sheet with the reference (without covering or obscuring other information on the sheet or taped to a separate blank drawing sheet that is the same size as the rest of the sheets and then bound into the drawing set. References to files or a separate binder are not acceptable.

Provide two (2) sets of prints of the completed as-built. Clearly mark drawing as 'As-Built Drawings'

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 ***Not more than three (3) calendar days*** after being awarded the Contract, ***the Contractor*** shall prepare and submit for the Owner's approval a Detailed Construction 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.

09.03.01 Detailed Construction Schedule: The Contractor shall develop and maintain the Detailed Construction Schedule) referred to hereafter as Schedule or Construction Schedule). The Schedule shall be computer generated in precedence format using the Critical Path Method (CPM). The Contractor shall perform its obligations generally in accordance with the sequence and time from provided by this Section and notify the Owner or Owner's Representative in writing of changes to the schedule.

09.03.02 Purpose of the Schedule: Provide additional assurance by the Contractor of its adequate planning, scheduling, and reporting during the execution of the construction and related activities so they may be prosecuted in an orderly and expeditious manner, within the Contract time and the milestones stipulated herein.

Provide additional assurance by the Contractor of its coordination of the Work of the Contractors and the various Subcontractors and suppliers at all tiers.

Assist the Owner or Owner's Representative in monitoring the progress of the Work. Assist the Owner or Owner's Representative in evaluation of the monthly progress payments requests.

Assist the Owner or Owner's Representative evaluating the potential impact of proposed changes to the Contract.

Assist and be utilized by the Contractor in the coordination of its forces, subcontractors and vendors.

Assist in detecting problems for the purpose of taking timely corrective action and to provide a mechanism or tool for determining and monitoring such corrective

actions.

- 09.03.03 General Requirements of Submitted Schedules: The Work shall proceed at a rate as will meet the specified Milestone Dates, Substantial Completion and Final Completion dates within the Contract Time. By execution of the Contract, the Contractor represents that he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and labor, restrictions of the site, constraints imposed, their own work load and capacity to perform the Work, and agrees that the specified times are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors, with reasonable allowance for variations from average or ideal conditions.

The Schedule shall clearly identify the activities illustrating accomplishment of the times(s) for completion of the Project set forth in the Contract. If the Schedule indicates earlier completion time(s) than that set forth in Contract, the float between the Schedule and the Contract dates shall be considered to be part of the total float available

In developing the Schedule, the Contractor shall be responsible for assuring the Subcontractor Work at all tiers, as well as Contractor's own Work, is included in the Schedule. The Schedule as developed shall show the sequence and interdependence of activities required for complete performance of the Work. The Contractor shall be responsible for assuring all Work sequences are logical and the Schedule shows a coordinated plan of the Work.

Failure by the Contractor to include any element of Work required for performance of the Contract or failure to properly sequence the Work shall not excuse the Contractor from completing all Work within the Contract Time.

- 09.03.04 Use of Float and Reasonable Limitations Upon Resource: Float time within the schedule is jointly owned. The Contractor shall limit its use of logic restraints based upon use of a resource such that it equally reserves float for the limited resources of the Owner, other entities under the Owner's control and other entities beyond the control of either the Contractor or Owner.

The Contractor acknowledges and agrees that actual delays to specific activities that do not exceed available total float time of such activities will not have any effect upon Contract completion times and Contractor will take all actions necessary to maintain the overall schedule.

- 09.03.05 Requirement for Additional Resources: The Contractor shall provide adequate resources, including but not limited to manpower and construction equipment, to perform its obligations in a timely manner. The Contractor shall be required to provide additional resources for additional Work or events which may be anticipated on a construction project of this magnitude.

If the Contractor and Owner or Owner's Representative agree to a Change Order, such agreement shall be construed as stating that the Contractor is capable of

supplying additional resources as may be required to effectuate such Change Order without the need to reduce the resources available for other Work on the project and without disruption of other Work on the project and without additional cost for provision of additional resource other than as may be included in the agreed Change Order.

09.03.06 Entitlement to Extension of Time and Acceleration: Entitlement to extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustments for the activity or activities affected by any condition or event which entitles the Contractor to a time extension exceed the total float along the current critical path of activities affected.

If the Owner or Owner's Representative does not provide an extension of time at the request of the Contractor, the Contractor shall in a timely manner provide a Recovery Schedule and itemized estimate of cost to effectuate such or shall be deemed to waive its claim for additional compensation therefore.

09.03.07 Contractor shall plan, schedule, execute, and report on the Work using the Critical Path Method (CPM). The principles used herein shall be as set forth in the text CPM in Construction Management, current edition, McGraw Hill and the Associated General Contractors of America (AGC) publication "The Use of CPM in Construction, a Manual for General Contractors and the Construction Industry", except that in case of conflict, the provisions of these Contract Documents shall govern.

09.03.08 The Contractor shall employ the services of at least one fully qualified person for the duration of the Contract. Said person or persons shall cooperate with the Owner or Owner's Representative and shall be available for the purpose of routinely monitoring, modifying, or updating the Contractor's detailed construction schedule.

09.03.09 The Schedule shall be developed utilizing the Precedence Diagramming Method. Contractor shall use Primavera P6 scheduling software or equal. Contractor shall use such software with scheduling options set for retained logic, calculate start-to-start leg from actual start, schedule durations as interruptible, show open ends as critical and calculate the total float as the most critical.

09.03.10 Milestone Dates, including Notice to Proceed, Substantial Completion, and Final Completion must be adhered to and shall be clearly identified on the Schedule. Milestone Dates may not be changed without the written consent of the Owner or Owner's Representative. Final Completion shall be a mandatory finish constrained date.

09.03.11 The Schedule shall be developed utilizing activities of specified duration of whole days between one (1) and fifteen (15 working days). Working days are defined as on a five day per week calendar, less recognized holidays as provided by the Owner or Owner's Representative. Milestones or other zero duration activities shall not be permitted except to indicate milestones set forth in this Specification.

Submissions including use of Expected Finish constraints to calculate durations shall not be permitted.

- 09.03.12 Exceptions to the requirements above for the purpose of improving the Owner or Owners Representative's ability to monitor the Schedule and permitting the use for durations larger than fifteen (15) working days, multiple calendars, milestones or other zero duration activity, calculated durations, logic relationships other than finish to start or durations between activities (lags) may be permitted on a case by case basis at the sole discretion of the Owner or Owner's Representative.
- 09.03.13 Normal weather conditions shall be considered and included in the planning and scheduling of all Work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all Work within the Contract Time. Normal weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the National Ocean and Atmospheric Administration (NOAA).
- 09.03.14 Activity descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable. All activity starts and finishes with the exception of Milestones, must be tied into the schedule by logical restraints.
- 09.04 Revisions to the original schedule will be made based on extension of days granted for unusual 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 ***with its monthly Pay Applications*** 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.
- 10.07 Owner hired vendors will install technology, furniture and equipment during Contractor's construction and close-out activities. Installation of cabling, cable terminations, data center and MDF cabinets, security systems, furniture and equipment and technology equipment commissioning may occur during the construction to facilitate Owner operations at the earliest date. Contractor shall anticipate, coordinate and facilitate these Owner vendor activities. Contractor shall include estimates of impacts to construction schedule, if any, in preparing its schedule and schedule updates. Contractor shall provide secure rooms within the new building for staging and storage of vendor materials. Access to cable trays and pathways (above ceilings, below raised floors) shall be provided to cabling installer prior to the installation of enclosing components and/or finishes. Furniture and dust sensitive equipment will be installed only after Contractor has achieved Substantial Completion. Under this Contract, Contractor shall be responsible for the coordination and interface with Owner-hired vendors and Owner-Furnished and Installed work with Work of the Contract to provide all mechanical and electrical rough-ins, openings, supports, dimensions, trim, etc., as required for a complete installation. Contractor shall protect Owner vendor installed equipment from damage. All coordination and facilitation work identified in this paragraph shall be included within the Contractor's Contract Price.

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 District approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.
- 11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay the Owner \$500.00 per day as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever.
- 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 Project Representative 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, Owner's Representative 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, except for delays caused in whole or in part by acts within the Owner's control or persons acting on behalf of owner.

12.00 LIQUIDATED DAMAGES

- 12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$500.00 for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the

above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector.

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(F) (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 Superintendent or 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 St. Tammany Parish Communications District No. 1 entity whatsoever shall be paid for by the Contractor.
- 13.13 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 Project Representative, or Owner if no separate Project Representative.
- 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 Project Representative in making its decision.

- 13.17 The decision of the Project Representative /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. 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 and 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 all other cost including the following: 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 either 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, subcontractors, and other performing the work 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.
- 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, subcontractors or others performing the Work, 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 Communications District No. 1, 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, subcontractors and anyone else performing the Work or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Communications District No. 1 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 and anyone else performing the Work 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 and anyone else performing the Work.

- 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 St. Tammany Parish Sheriff's Office.
- 16.07 The convenience of the general public and residents along the Work 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 St. Tammany Parish Sheriff's Office.
- 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 evidenced by Acceptance and Final Payment as described in Section 29.00, 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 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 or anyone else performing the Work 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 Documents.
- 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 or to give rise to any claim by Contractor.
- 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.
- 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 as determined by Owner 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 Communications District No. 1 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 Communications District No. 1'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 No less than three (3) calendar days prior to a required inspection, the Contractor shall notify the Owner's ***Representative, its testing agency and the Authority Having Jurisdiction*** as to the exact time at which it is proposed to ***complete a portion of the Work*** so the Owner may provide ***for the following required, minimum inspections:***
- 1. Underground utilities (excavation, utility/equipment installation and compaction of backfill)***
 - 2. Drainage piping***
 - 3. Soil preparation for sumps and treatment equipment***
 - 4. Soil preparation under footings***
 - 5. Soil preparation under concrete slabs***
 - 6. Rebar installation at concrete footings, stems and walls***
 - 7. Rebar installation at masonry walls (prior to grouting)***
 - 8. Anchor bolt embeds and placement***
 - 9. Moment welds***
 - 10. Framing attachments at load bearing walls***
 - 11. Roof framing and deck attachments***
 - 12. Waterproofing/moisture barrier substrates***
 - 13. Waterproofing/moisture barrier***
 - 14. Roof substrate***
 - 15. Roof membrane***
 - 16. HVAC rough-ins***
 - 17. Electrical rough-ins (conduit and wiring)***
 - 18. Special System rough-ins.***

Should corrections be required, the Contractor shall make corrections at no additional cost to the Owner and request re-inspection of corrected work.

- 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.

24.00 INSURANCE

- 24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the District 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 District's Project. If the Contractor fails to furnish the District with the insurance protection required and begins work without first furnishing District with a currently dated certificate of insurance, the District 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 District 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 St. Tammany Parish Communications District No. 1 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 District and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the District 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 Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433.

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 St. Tammany Parish Communications District No. 1, 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 St. Tammany Parish Communications District No. 1 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 Communications District No. 1 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 District 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 Communications District No. 1 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 St. Tammany Parish Communications District No. 1. The policy and all endorsements shall be addressed to St. Tammany Parish Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433.
 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 Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433 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 Communications District No. 1.
- 24.08 All policies of insurance shall meet the requirements of the St. Tammany Parish Communications District No. 1 prior to the commencing of any work. St. Tammany Parish Communications District No. 1 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 St. Tammany Parish Communications District No. 1 as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the St. Tammany Parish Communications District No. 1, the Contractor shall promptly obtain a new policy, timely submit same to the St. Tammany Parish Communications District No. 1 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 District 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 District. In the event that the second submission is insufficient or is not approved, then the District 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 St. Tammany Parish Communications District No. 1, 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 St. Tammany Parish Communications District No. 1 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 District 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 District's final acceptance of the project shall be furnished to St. Tammany Parish Communications District No. 1, 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 Communications District No. 1 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 St. Tammany Parish Communications District No. 1 prior to execution of a contract for services.

- 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 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 including Punch-List Items, will be issued by the Owner forty-five (45) days after filing acceptance in the St. Tammany Parish Clerk of Court 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 St. Tammany Parish Clerk of Court 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.
- (13) Punch-List Items

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Pubic in suitable manner as described in Paragraph 01.30, 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 St. Tammany Parish Clerk of Court. 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 St. Tammany Parish Clerk of Court 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. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than the Louisiana Attorney General's rate of \$225.00 per hour.
- 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 time's 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 District or pursues its legal remedies for any alleged breach of this agreement by the District, 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 Communications District No. 1 contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Communications District No. 1. At any time St. Tammany Parish Communications District No. 1 reserves the right to cancel the award of a contract if either or both of these factors is deficient.

33.10 It is the District'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 District 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 District. The written protest shall include:

1. The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
2. A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
3. Copies of relevant documents;

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

The protest shall be addressed to Mr. Rodney Hart, Executive Director, St. Tammany Parish Communications District No. 1, 510 E. Boston Street, Suite 200, Covington, LA 70433

The protest review shall be conducted by the, St. Tammany Parish Communications District No. 1 or designated Legal Advisor.

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 St. Tammany Parish Communications District No. 1 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 District will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the District. 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 985-898-4974, or via email to janl@gaborlorant.com. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

October 30, 2015

Gabor Lorant Architects, Inc.
3326 N. 3rd Avenue, Suite 200
Phoenix, Arizona 85013-4302
Phone: (602) 667-9090

Attn: Mr. Jan Lorant, AIA


Re: Geotechnical Engineering Report
Proposed St. Tammany Parish 911 Center
Krentel Road
Lacombe, Louisiana
SE Project No. G15-091

Dear Mr. Lorant:


Stratum Engineering, LLC (SE) is pleased to submit our Geotechnical Engineering Report for the above referenced project. This report includes the results of the field exploration and laboratory testing, and recommendations for foundation and pavement design as well as general site development.

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

Respectfully submitted,
STRATUM ENGINEERING, LLC


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

WDM/TYM:nsv


Tony Y. Maroun, P.E.
Principal

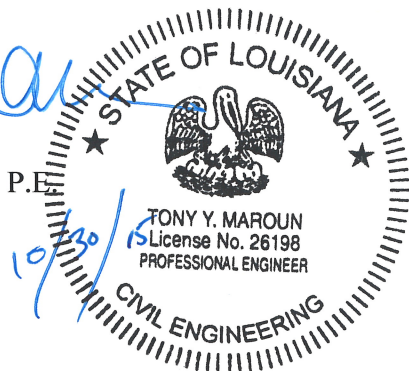


TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
PROJECT INFORMATION.....	2
Project Authorization	2
Project Description.....	2
Purpose and Scope of Services	2
SITE AND SUBSURFACE CONDITIONS	3
Site Location and Description.....	3
Drilling, Sampling, and Laboratory Testing Procedures	3
Subsurface Conditions	4
Groundwater Conditions.....	5
IBC Site Classification.....	5
EVALUATION AND RECOMMENDATIONS	5
General.....	5
Site Preparation	6
Shallow Footings	7
Settlement	8
Floor Slab.....	8
Pavement Recommendations.....	9
Geotextile Fabric.....	10
CONSTRUCTION CONSIDERATIONS	11
Moisture Sensitive Soils/Weather Related Concerns	11
Drainage and Groundwater Concerns.....	11
Excavations	11
REPORT LIMITATIONS	12
APPENDIX	
Boring Location Plan	
Boring Logs	
Key to Terms and Symbols Used on Logs	

EXECUTIVE SUMMARY

An exploration and evaluation of the subsurface conditions has been completed for the proposed St. Tammany Parish 911 Center to be constructed in Lacombe, Louisiana.

The site encompasses approximately 2.30 acres of heavily wooded, undeveloped land located just north of Interstate 12 on Krentel Road in Lacombe, Louisiana. An existing drainage ditch extends from east to west across the north end of the property. Detailed grading information was unavailable at the time this report was prepared. However, we understand that approximately three (3) feet of fill will be required to reach the floor slab design grade.

The project includes the construction of a new single story structure with a steel frame having a plan area of approximately 15,800 square feet. Based on conversations with Gabor Lorant Architects, we understand that maximum column and wall loads will be on the order of 30 kips and 4 to 5 kips per linear foot, respectively. In addition, a paved employee parking area will be provided on the north side of the property and a visitor parking area will be provided on the south side of the facility. Consideration will be given to flexible and rigid pavements.

The site was characterized by two (2) borings drilled to depths of 20 and 40 feet in the building area and four (4) borings drilled to 6 feet in the apron and parking areas. Based on the borings, the surface is generally covered with about 6 to 10 inches of silty sandy topsoil with organics. The topsoil was underlain by sandy silt or silty sandy clay to around 4 feet where very stiff sandy clay or medium silty sand was encountered to a depth of about 12 feet and followed by dense to very dense silty sand to about 17 feet. The silty sand was underlain by very dense poorly graded sand to a depth of about 37 feet. The deep building boring was terminated in very stiff fat clay at a depth of 40 feet, the maximum depth explored. Groundwater was encountered in the building borings between 9 ½ and 10 feet during the drilling operations.

Based on the building borings, the subsurface soils at the site are fair in bearing quality and suitable for support of the proposed St. Tammany 911 Center on a shallow foundation system with a floor slab on grade. Spread and continuous footings supported on compacted structural fill bearing at least two (2) feet below the finished grade, may be designed for maximum allowable soil bearing pressures of 2,500 and 2,000 psf, respectively. The floor slab should bear on a minimum of two (2) feet of low plasticity compacted structural fill. Details related to site development, foundation design, and construction considerations are included in subsequent sections of this report.

The owner/designer should not rely solely on this Executive Summary and must read and evaluate the entire contents of this report prior to utilizing our engineering recommendations in preparation of design/construction documents

PROJECT INFORMATION

Project Authorization

Stratum Engineering, LLC (SE) has completed a geotechnical exploration for the proposed St. Tammany 911 Center to be constructed in Lacombe, Louisiana. The exploration was accomplished in general accordance with SE Proposal No. G15-156, dated September 28, 2015.

Project Description

The project includes the construction of a new single story structure with a steel frame having a plan area of approximately 15,800 square feet. The dispatch room will have a raised floor system with a 30 inch crawl space provided below the floor. The remaining areas of the structure will be grade supported. Based on conversations with Gabor Lorant Architects, we understand that maximum column and wall loads will be on the order of 30 kips and 4 to 5 kips per linear foot, respectively.

Traffic loads are anticipated to consist mostly of light passenger vehicles with occasional heavy waste collection and delivery trucks in the paved parking areas. SE has evaluated flexible and rigid pavements for the project.

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

Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of cost effective foundation and pavement systems for the proposed facility. A total of six (6) borings were drilled to depths of 6 to 40 feet below the existing ground surface within the proposed building and pavement areas. The borings were located in the field by a Stratum Engineering representative using normal taping from existing landmarks as indicated on the attached boring location plan, which is a reproduction of a drawing provided to us by Gabor Lorant Architects.

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

- Foundation type, allowable bearing capacity, and an estimate of settlement;
- Flexible and rigid pavement sections;
- Seismic site classification;
- Site preparation, including subgrade preparation and fill compaction requirements;
- Factors influencing construction and performance of the proposed facility.

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

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The site of the proposed facility encompasses about 2.30 acres of heavily wooded, undeveloped property in Lacombe, Louisiana. The project area is bounded by a drainage ditch followed by a vacant, heavily wooded area to the north, Krentel Road to the south and west, and the Frito Lay Distribution Center to the east.

Detailed grading information was unavailable at the time this report was prepared. However, based on conversations with Mr. Jan Lorant, the Architect for the project, we understand that about three (3) feet of fill will be required to reach the floor slab design grade. Additionally, it is anticipated that up to 2 ½ feet of fill will be needed in the parking areas and access drives.

Drilling, Sampling, and Laboratory Testing Procedures

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

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

For cohesionless soils and semi-cohesive soils, Standard Penetration Tests (SPT) were performed to obtain standard penetration values of the soil. The standard penetration value (N) is defined as the number of blows of a 140 pound hammer, falling 30 inches, required to advance the split-barrel sampler one (1) foot into the soil. Samples of granular soils were obtained utilizing a two (2) inch O.D. split-barrel sampler in general accordance with procedures for “Penetration Test and Split-Barrel Sampling of Soils” (ASTM D1586). To perform the test and obtain a sample, the sampler is lowered to the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows is recorded for each of three (3) successive increments of six (6) inches penetration. The “N” value is obtained by adding the second and third incremental numbers. The results of the standard penetration test indicate the relative density of cohesionless soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The split spoon samples were identified according to the project number, boring number and depth, and were also placed in polyethylene plastic wrapping to protect against moisture loss.

The parking lot borings were advanced using hand augering techniques and were sampled continuously to 6 feet.

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

Subsurface Conditions

The site was characterized by two (2) borings drilled to depths of 20 and 40 feet in the building area and four (4) borings drilled to 6 feet in the parking areas. Based on the borings, the surface is generally covered with about 6 to 10 inches of silty sandy topsoil with organics. The topsoil in the building area was underlain by dense gray silty sand extending to a depth of about 4 feet where very stiff sandy clay or medium silty sand was encountered to a depth of about 12 feet and followed by dense to very dense silty sand to about 17 feet. The silty sand was followed by very dense tan poorly graded sand to a depth of about 37 feet. The deep building boring was terminated in very stiff fat clay at a depth of 40 feet, the maximum depth explored.

Based on the parking lot borings, medium gray sandy silt was encountered below the topsoil and extended to a depth of 6 feet.

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

Groundwater Conditions

Groundwater was encountered between 9 ½ and 10 feet in the building borings during the drilling operations. It should be noted that groundwater level will fluctuate with seasonal variations in rainfall, extended periods of drought and surface runoff. Therefore, it is recommended that the actual groundwater level at the site be determined by the contractor at the time of the construction activities.

IBC Site Classification

The International Building Code (IBC), 2012 edition, was reviewed to determine the site classification for seismic design. Based on the soils encountered in the borings and our experience in the general vicinity, the site can be classified as Site Class “D”, as outlined in Section 1613.3.2. of the Building Code.

EVALUATION AND RECOMMENDATIONS

General

The type and depth of foundation suitable for a given structure primarily depends on several factors including the subsurface conditions, the function of the structure, the loads it may carry, the cost of the foundation and the criteria set by the Design Engineer with respect to vertical and differential movement which the structure can withstand without damage.

The results of the exploration indicate that moisture sensitive silty soils were encountered across the site and extended 4 to 5 feet below the surface and deeper at isolated locations. These near surface silty soils were relatively stable at the time of the field exploration. However, they are extremely sensitive to moisture and could lose their support capability if they become saturated requiring removal and replacement. Provided positive drainage is maintained at the site and the upper soils are protected, particularly after periods of rain, the proposed facility may be supported on a shallow foundation system bearing on compacted structural fill.

For budgetary purposes, it may be prudent to assume that at least 24 inches of the moisture sensitive silty soil below the topsoil will likely be removed should construction take place during the wet season or after a period of extended rain.

Site Preparation

Site preparation is expected to include, but not be limited to, clearing of the site and stripping off all topsoil with organics and other deleterious materials as well as undercutting the surficial silty soil as necessary to provide a stable subgrade. Based on the borings, about 8 to 10 inches of silty sandy topsoil with organics was encountered at this site. However, the actual stripping depth should be determined by a representative of the Geotechnical Engineer at the time of construction.

Furthermore, the silty material encountered below the topsoil extended generally about 6 feet below the surface in the parking areas. Depending on the site condition at the time of construction, the moisture sensitive silty soils could lose their support capabilities if subjected to high moisture and some of which may need to be removed and replaced with compacted structural fill. Therefore, it will be prudent that adequate drainage be provided across the site to keep the near surface silty material drained and minimize the amount of undercut during construction.

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

After the subgrade preparation and observation have been completed, the structural fill should be placed in a relatively uniform horizontal lift and should be adequately keyed into the stripped and scarified soils. Sandy clays or clayey sands may be used as structural fill. The structural fill should have a maximum liquid limit of 40 percent and a maximum plasticity index of 18 percent. The fill should be compacted to at least 95 percent of the fill's maximum dry density as determined by ASTM D698 (Standard Proctor).

The structural fill should be placed in maximum lifts of eight (8) inches of loose material and should be compacted within the range of one (1) percentage point below to three (3) percentage points above the optimum moisture content value. If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying. Each lift of compacted structural fill should be tested by a representative of the Geotechnical Engineer prior to placement of subsequent lifts. In-place density measurements should be taken to assure that the above degree of compaction is achieved. The compacted structural fill should extend five (5) feet beyond the perimeter of the building prior to sloping. Adequate drainage should be provided prior to and during site work. The site should be graded to promote rapid runoff.

Shallow Footings

Based on the field data and laboratory test results, the proposed St. Tammany 911 Center may be supported on a shallow foundation system, provided the site is prepared as discussed in the Site Preparation section of this report. Spread footings and continuous footings bearing at least two (2) feet below the finished grade on compacted structural fill, could be designed for maximum allowable bearing pressures of 2,500 and 2,000 psf, respectively. Minimum dimensions of twenty-four (24) inches for column footings and eighteen (18) inches for continuous footings should be used in foundation design to minimize the possibility of a localized bearing failure. The above bearing capacities include a design factor of safety of three (3).

The uplift resistance of shallow spread footings formed in open excavations should be limited to the weight of the foundation concrete and the soil above it. For preliminary design purposes, the uplift resistance can be computed by using a total unit weight of 115 pcf for the structural fill placed and compacted above the footing and the unit weight of 150 pcf for the concrete. Concrete reinforcing steel should be properly sized to resist uplift forces. We recommend that a factor of safety of at least 1.5 be used when determining the allowable uplift resistance of spread footings.

Soil resistance to horizontal forces is developed by lateral earth pressures acting on the face of the footing and by friction or adhesion on the footing base. We recommend that the allowable passive pressure be computed for spread footings below grade using the following equations:

$$P_p = 2000 + 120H \text{ (Clay)}$$
$$P_p = 350H \text{ (Sand)}$$

where P_p is the lateral soil resistance in psf (pounds per square foot) and H is the depth in feet. For exterior footings, H is measured from one (1) foot below adjacent finished grade, provided that the adjacent finished grade extends level and at least beyond a point that makes a 45-degree angle from the bottom of the exterior footing to the finished ground surface.

The top foot of passive resistance at foundations should be neglected unless the ground surface around the footing is covered by concrete or pavement. The resistance to sliding of spread footings bearing in structural fill can be computed by multiplying the footing base contact area by a sliding friction factor of 0.38. Spread footings should also be sized to resist overturning due to moment forces.

The foundation excavations should be observed by a representative of SE prior to steel or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the materials discussed in this report. Soft or loose soil zones encountered at the bottom of the footing excavations should be removed to the level of firm soils or adequately compacted fill as directed by the Geotechnical Engineer. Cavities formed as a result of excavation of soft or loose soil zones should be backfilled with compacted structural fill, as determined by the Geotechnical Engineer.

Footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond prior to or after concrete placement. The foundation concrete should be placed during the same day the excavation is made. If it is required that footing excavations be left open for more than one day, they should be protected to reduce evaporation or entry of moisture.

Settlement

Settlement of spread footings, designed for the recommended bearing pressure, is estimated to be less than one (1) inch. Differential settlement will be about 50 percent of the total settlement. While settlement of this magnitude is generally considered tolerable for structures of the type proposed, the design of masonry walls should include provisions for liberally spaced, vertical control joints to minimize the affects of cosmetic cracking.

Floor Slab

The soil supported floor slab for the proposed facility should bear on a minimum of two (2) feet of compacted structural fill. Placement of the new fill and preparation of the subgrade should be performed in accordance with the Site Preparation section of the report to identify any soft or unstable soils which should be removed from the floor slab area prior to additional fill placement and/or floor slab construction. Polyethylene sheeting should be placed between the fill and the floor slab, particularly in areas with floor covering, to act as a vapor barrier. The floor slab should have an adequate number of joints to reduce cracking resulting from any differential movement and shrinkage.

Pavement Recommendations

The performance of pavements depends upon several factors including (1) the characteristics of the supporting soils; (2) the magnitude and frequency of wheel load applications; (3) the quality of construction materials; (4) the contractor's placement and workmanship abilities; and (5) the desired period of design life. SE has evaluated a rigid pavement section for your consideration.

Considering that about three (3) feet of fill will be required to reach the floor slab design grade, it is anticipated that up to 2 ½ feet of fill will be required in the parking areas to achieve the design grades. Traffic is expected to consist mainly of light passenger vehicles and occasional solid waste and delivery trucks.

The recommended pavement sections presented are considered typical and minimum for the assumed parameters in the general site area and anticipated traffic condition. We understand that budgetary considerations sometimes warrant thinner pavement sections than those presented. However, the owner and the project designers should be aware that thinner pavement sections may result in increased maintenance cost and lower than anticipated pavement life.

Our scope of services did not include extensive sampling for determination of Modulus of Subgrade Reaction (k) and California Bearing Ratio (CBR) of the existing subgrade or potential sources of imported fill for the specific purpose of a detailed pavement analysis. Instead, we have assumed pavement related design parameters that are considered to be typical for the area soil types.

We have assumed the subgrade soils or the compacted structural fill will be prepared to achieve a Modulus of Subgrade Reaction (k) of 125 psi per inch, which could be used for rigid pavement design and a CBR value of 4 for flexible pavement design. The recommended pavement sections are summarized in the following table. These pavement sections should be evaluated to ensure conformance with the minimum pavement section requirements of the local jurisdiction.

The recommended minimum sections for the light and heavy duty pavements are as follows:

FLEXIBLE PAVEMENT RECOMMENDED MINIMUM THICKNESS		
Pavement Materials	Light Duty	Heavy Duty
Asphaltic Concrete Wearing Course	1 ½"	2"
Asphaltic Concrete Binder Course	1 ½"	2"
Compacted Class II Base	6"	10"
Compacted Structural Fill	12"	12"

RIGID PAVEMENT RECOMMENDED MINIMUM THICKNESS		
Pavement Materials	Light Duty	Heavy Duty
Portland Cement Concrete	6"	8"
Compacted Granular Fill (Sand)	12"	12"

The Class II Base may consist of 610 limestone or crushed concrete meeting the requirements of the latest edition of the Louisiana Standard Specification for Roads and Bridges (LSSRB), Section 1003.03. The sand base under the rigid pavement shall meet the embankment fill requirements of LSSRB, Section 1003.07. The base should be compacted to at least 95 percent of the maximum dry density determined by ASTM D698 (Standard Proctor) within 3 percent of optimum moisture content.

The asphaltic concrete should meet the requirements of the latest edition of LSSRB and should be compacted to a minimum of 95 percent of the density of the laboratory molded specimen.

Proper finishing of concrete pavement requires the use of appropriate construction joints to reduce the potential for cracking. Construction joints should be designed in accordance with current Portland Cement Association and American Concrete Institute guidelines. The joints should be sealed to reduce the potential for water infiltration into pavement joints and subsequent infiltration into the supporting soils. Load transfer devices at the pavement joints should be designed in accordance with accepted codes. The concrete should have a minimum compressive strength of 4,000 psi at 28 days.

Geotextile Fabric

Depending on the near surface soil condition encountered in the parking area at the time of construction, a woven geotextile consisting of MIRAFI 600X or equivalent may be placed on top of the subgrade to contain the fill and provide additional support. The geotextile, which is sold in rolls of various sizes, should be installed per the manufacturer's recommendations and be overlapped a minimum of 2 feet. The geotextile fabric should meet or exceed the following properties:

Property	Test Method	Minimum Average Roll Values
Grab tensile strength, lbs.	ASTM D4632	315
Grab tensile elongation, %	ASTM D4632	15
Mullen burst strength, psi	ASTM D3786	600
Puncture resistance, lbs.	ASTM D4833	120
Trapezoid tear strength, lbs.	ASTM D4533	120
UV resistance after 500 hrs, % strength resistance	ASTM D4355	70

CONSTRUCTION CONSIDERATIONS

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

Moisture Sensitive Soils/Weather Related Concerns

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

Drainage and Groundwater Concerns

Water should not be allowed to collect in the foundation excavations, floor slab area, or on the prepared subgrade in the construction area either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff. Positive site surface drainage should be provided to reduce infiltration of surface water around the building.

Groundwater was encountered between 9 ½ and 10 feet in the building boring during the drilling operations. However, it is possible that seasonal variations will cause fluctuations of the water table. Additionally, perched water may be encountered in discontinuous zones within the overburden soils. Any water accumulation should be removed from the excavations by pumping. If excessive and uncontrolled amounts of seepage occur, the Geotechnical Engineer should be consulted to provide additional recommendations, if necessary.

Excavations

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

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

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

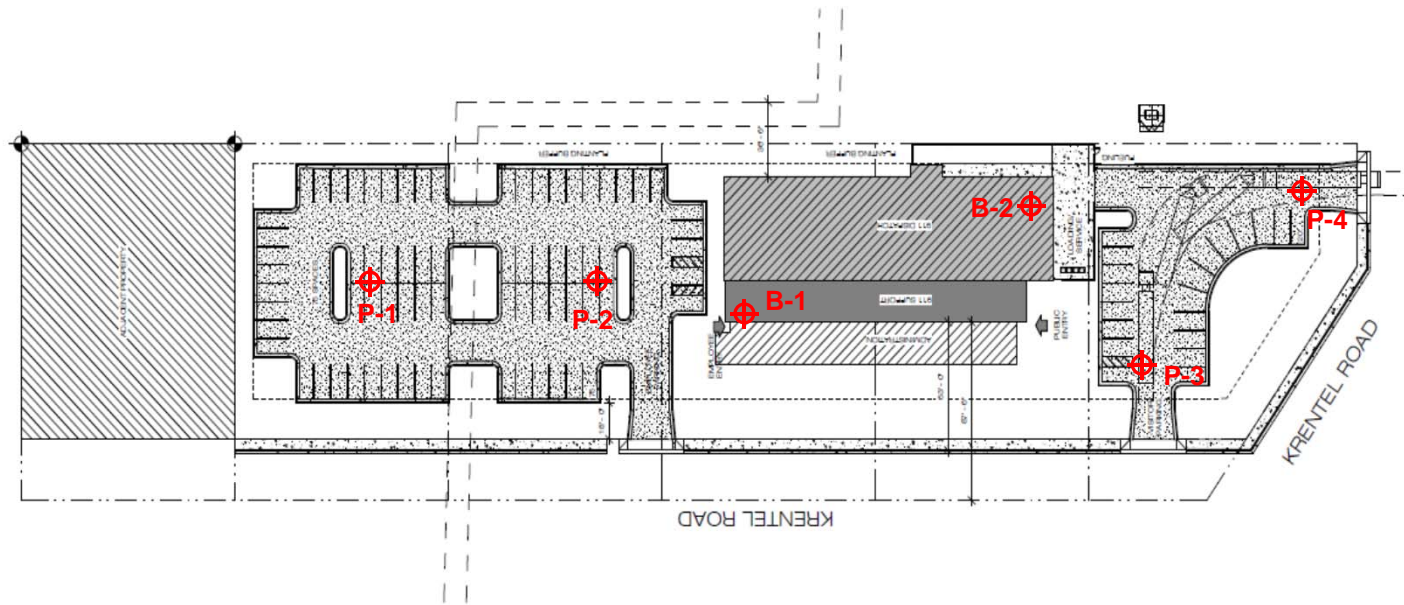
REPORT LIMITATIONS

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

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

After the plans and specifications are more complete, the Geotechnical Engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated in to the design documents. At that time, it may be necessary to submit supplementary recommendations. If SE is not retained to perform these functions, SE will not be responsible for the impact of those conditions on the project. This report has been prepared for the exclusive use of Gabor Lorant Architects, Inc. for the specific application to the proposed St. Tammany Parish 911 Center to be constructed off Krentel Road in Lacombe, Louisiana.

APPENDIX



1. PROPOSED SITE PLAN
1" = 30'-0"
NOTE: WHEN DRAWING IS PRINTED HALF SIZE ON 11x17 SHEET (1" = 60'-0" EFFECTIVE)

⊕ = BORING LOCATION



BORING LOCATION PLAN

GEOTECHNICAL ENGINEERING SERVICES
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA



LOG OF BORING B-1
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: WET ROTARY

LOCATION: BUILDING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENETROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			8" Silty Sandy Topsoil with Organics	33					6			
			Dense gray Silty Sand	30					6			48
5			Very stiff tannish gray Sandy Clay			4.25			8			
						4.00			14			
10			-firm to stiff at 8'		0.75	1.00		107	23			
15			Loose gray Silty Sand	8					21		NP	15
20			Very dense tannish gray Poorly Graded Sand	32					20			5
25				43					28			
30				50					29			2
35				48					28			
40			Very stiff bluish gray Fat Clay			2.75			42			
			Boring Terminated at 40 Feet									
45												
50												

DEPTH OF BORING: 40 Feet

GROUNDWATER: Encountered at 10 Feet During Drilling

DATE: 10/9/2015



LOG OF BORING B-2
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: WET ROTARY

LOCATION: BUILDING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENTROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			10" Silty Sandy Topsoil with Organics	28					10			45
			Medium to dense dark gray Silty Sand	32					8			
5			Very stiff tannish gray Sandy Clay			4.50			14			
			Loose to medium tannish gray Clayey Sand		0.57	1.00		113	20	26	8	27
10				28					20			
			Dense to very dense tan Silty Sand						26			22
15				46								
				50					22			
20			Boring Terminated at 20 Feet									
25												
30												
35												
40												
45												
50												

DEPTH OF BORING: 20 Feet
 DATE: 10/9/2015

GROUNDWATER: Encountered at 9 ½ Feet During Drilling



STRATUM
ENGINEERING, LLC

LOG OF BORING P-1
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: HAND AUGER

LOCATION: PARKING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENTROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			8" Silty Sandy Topsoil with Organics						9	20	4	61
			Gray Sandy Silty Clay						6			
5									4			
			Boring Terminated at 6 Feet									
10												
15												
20												
25												
30												
35												
40												
45												
50												

DEPTH OF BORING: 6 Feet
DATE: 10/9/2015

GROUNDWATER: Dry Upon Completion of Drilling



STRATUM
ENGINEERING, LLC

LOG OF BORING P-2
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: HAND AUGER

LOCATION: PARKING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENTROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			8" Silty Sandy Topsoil with Organics						8			
			Dark gray Sandy Silt						5		NP	50
5			-becomes light gray at 3'						10			
			Boring Terminated at 6 Feet									
10												
15												
20												
25												
30												
35												
40												
45												
50												

DEPTH OF BORING: 6 Feet
DATE: 10/9/2015

GROUNDWATER: Dry Upon Completion of Drilling



STRATUM
ENGINEERING, LLC

LOG OF BORING P-3
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: HAND AUGER

LOCATION: PARKING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENTROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			6" Silty Sandy Topsoil with Organics						7			
			Gray Sandy Silt						8			
5			-becomes tannish gray at 4'						8			
			Boring Terminated at 6 Feet									
10												
15												
20												
25												
30												
35												
40												
45												
50												

DEPTH OF BORING: 6 Feet

GROUNDWATER: Dry Upon Completion of Drilling

DATE: 10/9/2015



STRATUM
ENGINEERING, LLC

LOG OF BORING P-4
PROPOSED ST. TAMMANY PARISH 911 CENTER
KRENTEL ROAD
LACOMBE, LOUISIANA

TYPE OF BORING: HAND AUGER

LOCATION: PARKING AREA

PROJECT NO.: G15-091

DEPTH, FT.	SOIL TYPE	SAMPLES	DESCRIPTION	N-BLOWS/FT.	UNCONFINED COMPRESSIVE STRENGTH tsf	HAND PENTROMETER tsf	TORVANE tsf	UNIT DRY WEIGHT pcf	MOISTURE CONTENT %	LIQUID LIMIT	PLASTICITY INDEX	% PASSING #200 SIEVE
			6" Silty Sandy Topsoil with Organics						6			
			Gray Sandy Silt						7	20	2	57
			-becomes tannish gray at 2'						9			
5												
			Boring Terminated at 6 Feet									
10												
15												
20												
25												
30												
35												
40												
45												
50												

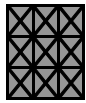
DEPTH OF BORING: 6 Feet
DATE: 10/9/2015

GROUNDWATER: Dry Upon Completion of Drilling

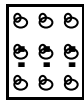


KEY TO TERMS AND SYMBOLS USED ON LOGS

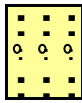
SOIL TYPE



ROCK



GRAVEL



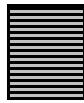
SAND



SILT

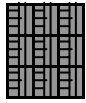


CLAY

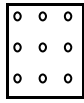


PEAT

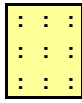
MODIFIERS



STONE



GRAVELY



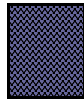
SANDY



SILTY

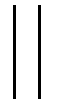


CLAYEY

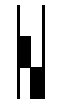


FILL

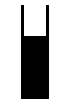
SAMPLER TYPE



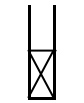
NO
SAMPLE



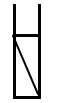
AUGER
SAMPLE



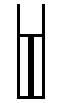
SHELBY
TUBE



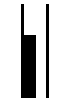
SPLIT
SPOON



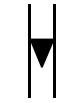
NO
RECOVERY



ROCK
CORE



2" SHELBY
TUBE



TXDOT
CONE

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D 2487 (1980)

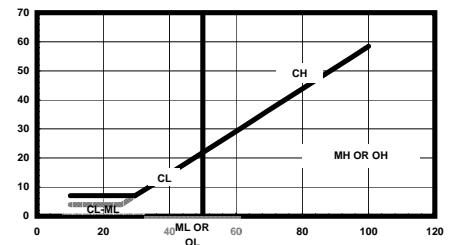
MAJOR DIVISIONS			LETTER SYMBOL	TYPICAL DESCRIPTIONS	
COARSE GRAINED SOILS LESS THAN 50% PASSING NO. 200 SIEVE	GRAVEL & GRAVELLY SOILS LESS THAN 50% PASSING NO. 4 SIEVE	CLEAN GRAVEL (LITTLE OR NO FINES)	GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES	
			GP	POORLY GRADED GRAVEL, GRAVEL-SAND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

CONSISTENCY OF COHESIVE SOILS

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

RELATIVE DENSITY - GRANULAR SOILS

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



ABBREVIATIONS

HP - HAND PENETROMETER

TV - TORVANE

MV - MINIATURE VANE

UC - UNCONFINED COMPRESSION TEST

UU - UNCONSOLIDATED UNDRAINED TRIAXIAL

CU - CONSOLIDATED UNDRAINED

NOTE: PLOT INDICATES SHEAR STRENGTH AS OBTAINED BY ABOVE TESTS

CLASSIFICATION OF GRANULAR SOILS

U.S. STANDARD SIEVE SIZE(S)

BOUL- -DERS	COBBLES	GRAVEL		SAND			SILT	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		
152	76.2	19.1	4.76	2.0	0.42	0.075		0.002
GRAIN SIZE IN MM								

— DELAYED GROUNDWATER LVL
— LEVEL GROUNDWATER ENCOUNTERED

DOCUMENT 00 63 13
REQUEST FOR INTERPRETATION (RFI) FORM

Project: **St. Tammany Parish 9-1-1 Ctr., gla 14109** R.F.I Number: _____

From (Contractor): _____ Date: _____

Specification Section: Paragraph: Drawing Reference: Detail:

Request:

Signed by:

Response:

* Date Rec'd: * Date Ret'd:

Signed by:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ File

* Contractor shall allow up to 5 working days review and response time for RFI'S, unless review is required of multiple disciplines (architect, engineers), then the review and response period shall be 7 working days.

SECTION 00 63 25
SUBSTITUTION REQUEST

Project: **St. Tammany Parish 9-1-1 Center** Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: **gla 14109**

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$_____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days..

Supporting Data Attached: [] ☐ Drawings [] Product Data [] Samples [] Tests [] Reports [] _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

