

**SPECIFICATIONS & CONTRACT DOCUMENTS
FOR
TETE BAYOU CLEANING
AT STRATEGIC LOCATIONS**

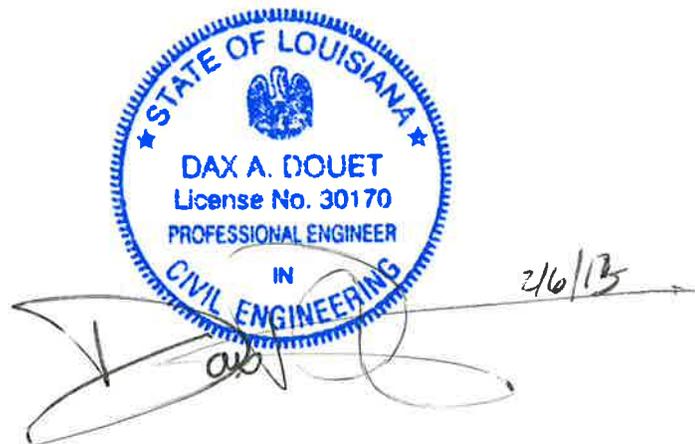
DRAINAGE IMPROVEMENT PROJECT

Prepared For

IBERIA PARISH GOVERNMENT

Iberia Parish, Louisiana

December, 2012



**TETE BAYOU CLEANING AT STRATEGIC LOCATIONS
DRAINAGE IMPROVEMENT PROJECT**

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SECTION A

INFORMATION FOR BIDDERS

ARTICLE 1 - PRINTED FORM FOR BID

Bids must be submitted on the Bid Form found in the Contract Documents. Bids should be clearly and legibly filled out in ink and/or typewritten and must contain the signature or facsimile thereof of the Bidder or an authorized representative. The Iberia Parish Government shall have the right to reject any bid in the event that it is unable to reasonably determine the information and bids supplied by the Bidder as a result of the manner and method by which the Bidder has completed the Bid Form.

Each bid shall be enclosed in a sealed envelope showing the name and address of the Bidder and shall be mailed to Iberia Parish Government, 300 Iberia Street, Suite 400, New Iberia, LA 70560 or hand delivered to the Iberia Parish Administrative Office and show the name of the bid on the outside of the envelope.

In the event that the Detailed Specifications, Information for Bidders or Special Conditions differ from the General Conditions, the Special Conditions shall take precedence over the Detailed Specifications. The Detailed Specifications shall take precedence over the Information for Bidders and General Conditions. The Information for Bidders shall take precedence over the General Conditions.

ARTICLE 2 - SIGNATURE AUTHORITY OF BIDDER

In accordance with Title 38:2212(A)(1)(c)(I), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or,
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

ARTICLE 3 - SUBMISSION OF BID

Bids will be received only in the office of the Purchasing Manager and will, shortly thereafter, be opened and publicly read aloud as stated in the Bid Notice. **It is the sole responsibility of the Bidder to see that his bid is delivered to the Purchasing Agent before the scheduled date and time of the bid opening.** Any bid received after the scheduled closing time for receipt of bids will be returned unopened to the Bidder. A conditional or qualified bid will not be accepted.

ARTICLE 4 - OPENING OF BIDS

Bids will be publicly opened and read aloud at the date and time set forth in the Notice to Bidders. Bidders who do not submit bid security, when required, may cause rejection of their bid.

ARTICLE 5 - DETERMINATION OF BID PRICES

In unit price bids, the total amount quoted shall be in the sum of the correct extensions of the unit price bid on each item of work, multiplied by the estimated contract quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents place) shall not be rounded off; i.e., any portion of a cent appearing in the extended amount shall be dropped from the amount. The determination of bid for award of a Contract shall be made by the summation of extensions of all unit prices to reach a total amount bid.

When called for on the Bid Form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall govern. In the event that the Bidder does not show prices in both words and in figures, the bid shall be tabulated in accordance with the form of the price provided. In case of a conflict between unit prices and the extended total price, the unit price shall govern.

The prices are to include the furnishing of all materials, plant, equipment, tools and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents.

ARTICLE 6 - ALTERATIONS IN BIDS

The Contractor's Bid Form invites bids on definite plans and specifications. Only the amounts and information asked in the Bid Form furnished herein will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as provided in the bid.

ARTICLE 7 - ERASURES

Bidders should avoid making mistakes, delineations or other corrections on bids, since such may make it difficult for the Iberia Parish Government to ascertain the information contained in the bid. In the event that a Bidder must make such corrections to a bid, the corrections should be made in such a manner that the information contained on the Bid Form can be fairly and reasonably discerned and ascertained by the Iberia Parish Government. The Iberia Parish Government shall have the right to reject any bid in the event that it is unable to reasonably determine the information and bids supplied by the Bidder therein.

ARTICLE 8 - REJECTION OF BIDS

The Iberia Parish Government reserves the right to reject any and all bids. The Iberia Parish Government also reserves the right to reject any and all bids should the total bid be in excess of appropriated funds and additional funding cannot be made available. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid which omits a bid on any one or more items in the Bid Form may be rejected; any bid in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected; any bid accompanied by an insufficient or irregular bid security may be rejected.

ARTICLE 9 - ACCEPTANCE OF BID

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(revised August '06)

Within forty-five (45) calendar days after the date of opening of the bids, unless mutually extended, the Iberia Parish Government will act upon them. The acceptance of the bid will be a Notice of Acceptance in writing signed by a duly authorized representative of the Iberia Parish Government. The acceptance of the bid shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided for herein. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only upon its formal execution.

ARTICLE 10 - TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any Contractor whose bid is accepted shall be required to execute the Contract within ten (10) days (unless an extension of time is granted by the Iberia Parish Government) after notice that the Contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the bid.

The damages to the Iberia Parish Government for such breach shall include loss from interference with his construction program and other items, the accurate amount of which will be difficult or impossible to compute. The amount of bid security accompanying the bid of such Bidder shall be retained or proceeded against as liquidated damages for such breach. In the event any Contractor whose bid is accepted shall fail or refuse to execute the Contract as herein before provided, the Iberia Parish Government at its option may determine that such Contractor has abandoned the Contract and thereon the bid and the acceptance therefore shall be null and void and the Iberia Parish Government will be entitled to liquidated damages.

ARTICLE 11 - QUALIFICATION OF BIDDER

The Iberia Parish Government may make such investigation as the Parish deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Iberia Parish Government all such information and data for this purpose as the Iberia Parish Government may request. The Iberia Parish Government reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Iberia Parish Government that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

ARTICLE 12 - BID SECURITY

Each bid shall be accompanied by a certified check, cashier's check, or bid bond payable to the Iberia Parish Government, State of Louisiana, the amount of which shall be five percent (5%) of the base bid plus any additive alternates. Any Bidder not furnishing bid security, when required, may cause rejection of his bid.

The successful Bidder's Bid Security shall be given as a guarantee that the Bidder shall execute the Contract, should it be awarded to him, in conformity with the Contract Documents. Should the Iberia Parish Government make an award to a Bidder who refuses to enter into a Contract, the bid security shall be forfeited to the Iberia Parish Government as liquidated damages.

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The successful Bidder's Bid Security will be retained until he has entered into a satisfactory Contract. The Iberia Parish Government reserves the right to hold the Bid Security of the three lowest bidders until the successful Bidder has entered into a Contract and furnished performance and payment bonds, each in the amount of 100% of the Contract Price, with a corporate surety approved by the Iberia Parish Government.

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. The bid bond shall be issued by a company licensed to do business in the State of Louisiana. The bid bond must be equivalent to five percent 5% of the base bid plus any additive alternates, but does not have to specify the amount in dollars and cents.

Notwithstanding the aforesaid, in the event that a Bidder furnishes a bid bond which does not fully comply with the provisions of this Article, but which is otherwise a legally valid and enforceable bond, the Iberia Parish Government may allow such Bidder to amend his bid bond following the opening of bids in order to bring the bond in conformity with the requirements of this Article and/or the requirements of LA. R.S. 38:2218, or may permit the Bidder to substitute other security in place of the bid bond submitted.

It is requested that agents signing bonds, type their name and license number below their respective signature.

ARTICLE 13 - POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 14 - WITHDRAWAL OF BID

A bid containing patently obvious unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Iberia Parish Government within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the Iberia Parish Government determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

A contractor who attempts to withdraw a bid under the provisions of this Section shall not be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the

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contract on another bid of same bidder, his partner, or to a corporation or business venture owned by or in which he has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract, is awarded in the performance of the contract for which the withdrawn bid was submitted.

ARTICLE 15 – POSTPONEMENT OF DATE FOR PRESENTING AND OPENING BIDS

The Iberia Parish Government reserves the right to postpone the date for receipt and opening of bids and will give written or telegraphic notice of any such postponement to all persons to whom drawings and specifications have been issued, at any time prior to the scheduled closing time for receipt of bids.

ARTICLE 16 - ADDENDA

Bidders desiring further information, or interpretation of the plans or specifications, must make written request for such information to the Engineer at least seven (7) days before the bid opening. Answers to all such requests will be given in writing to all Bidders, in addendum form, and all addenda will be bound with, and made part of, the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a Bidder find discrepancies in, or omissions from the plans or specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Purchasing Division in order that a written addenda may be sent to all Bidders. Any addenda modifying plans and specifications within a period of seven days prior to the time for the opening of bids, shall be sent to prime bidders who have requested bid documents. The addendum may be delivered by either facsimile transmission, e-mail, other electronic means, or by hand and shall also be sent by regular mail.

The bid as submitted by the Contractor will be construed as to include any addenda if such are issued by the Purchasing Division prior to seventy-two (72) hours of the opening of bids. If the necessity arises to issue an addendum modifying plans and specifications within a seventy-two (72) hour period prior to the advertised time for the opening of bids, then, the Bid opening shall be extended for at least seven days, but not more than twenty-one working days, without the requirement of re-advertising.

ARTICLE 17 - LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract.

ARTICLE 18 - BRAND NAME SPECIFICATIONS

Whenever in the specifications, the name of a certain brand, make, manufacturer, or definite specification is utilized, it is to denote the quality standard of article desired, but does not restrict Bidders to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective Bidders the general style, type, character, and quality of article desired.

ARTICLE 19 - CONTRACTOR'S LICENSE

On any bid submitted in the amount of \$50,000 or more, the Contractor shall certify that he is licensed under Louisiana's Contractor's Licensing Law R.S. 37:2150-2164 and shall show his license number on the sealed envelope submitting the bid.

ARTICLE 20 - AFFIDAVIT OF NON-COLLUSION

In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall, at the time of the signing of the Contract, execute the Affidavit of Non-Collusion included in the Contract Documents.

ARTICLE 21 - AWARD

This bid will be awarded on a basis of the sum of the base bid, and (when applicable) any alternates if alternates are accepted, to the low responsible Bidder who has bid according to the Contract, plans and specifications as advertised. Alternates, if accepted, shall be accepted in the order in which they are listed on the Bid Form. However, the Iberia Parish Government reserves the right to accept alternates in any order which does not affect determination of the low Bidder.

ARTICLE 22 - NOTICE TO PROCEED

No work on this Contract shall commence until the Iberia Parish Government has issued a written "Notice to Proceed" directing the Contractor to proceed according to the Contract Documents.

The Contractor will be required to commence work under this Contract within ten (10) calendar days from date of receipt of the written Notice to Proceed, and he shall be required to complete all work on the project within the number of days stated in the Contractor's Bid Form.

ARTICLE 23 - PRE-CONSTRUCTION CONFERENCE

Within ten days of the date of receipt of the Iberia Parish Government's written Notice to Proceed, the Contractor and/or his project superintendent shall meet with the representative of the Iberia Parish Government for a pre-construction conference. The proposed construction schedule shall be submitted by the Contractor at this meeting. Procedures for administering the Contract will be discussed. The meeting shall be held at a location designated by the Iberia Parish Government.

**ARTICLE 24 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES
BUSINESS**

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The Iberia Parish Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Iberia Parish Government for goods and service and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling 856-4181.

ARTICLE 25 – SMOKE-FREE WORKPLACE

The Iberia Parish Government is a smoke-free environment and, as such, prohibits smoking in all facilities for events including, (but not limited to), conferences, meetings, seminars, etc. Please abide by this policy when in our facilities.

**GENERAL CONDITIONS
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ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents consist of the Notice to Bidders, Information for Bidders, General Conditions, Special Conditions, Specifications, Drawings, Contractor's Bid Form, Bid Security, Contract Form, Affidavit of Non-Collusion, Performance and Payment Bonds, Insurance Certificate, Addenda, including all properly authorized modifications thereof incorporated in the documents before their execution and all properly authorized modifications made subsequent thereto.

ARTICLE 2 - DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- a). "Bidder" - Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.
- b). "Contractor" - A person, firm or corporation with whom the contract is made by the Owner.
- c). "Engineer/Architect" - The Engineer/Architect for the Iberia Parish Government or his authorized representative.
- d). "Inspector" - An authorized representative of the Engineer/Architect assigned to make any and all inspections of the work performed and the materials furnished by the Contractor.
- e). "Or Equal" - The Engineer/Architect shall be the sole judge of the quality and suitability of any proposed substitution.
- f). "Owner" - Iberia Parish Government.
- g). "Subcontractor" - A Person, firm or corporation supplying labor for work at the site of the project, for and under separate contract or agreement with the Contractor.
- h). "Surety" - Any firm or corporation which is bound with and for the Contractor, who is primarily liable, and which engages to be responsible for his payment of all obligations pertaining to and for his acceptable performance of the work for which he has contracted.
- i). "Work" - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and Subcontractor.
- j). "Written Notice" - Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail to the

last business address known to him who gives the notice.

- k). "Satisfactory" - Shall mean satisfactory to the Engineer/Architect.

ARTICLE 3 - EXECUTION AND INTENT OF CONTRACT DOCUMENTS

The successful bidder will be required to execute the contract and furnish performance and payment bonds satisfactory to the Owner within ten (10) calendar days (unless an extension of time is granted by Iberia Parish Government) after receipt of notice of award.

The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all items of work covered and stipulated in the contract and perform extra work and shall furnish, unless otherwise specifically provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, etc. necessary for the prosecution of the work.

Any items omitted from the specifications which, in accordance with good standard construction practices, are necessary for a complete and operative installation shall be included in the work as though such items were set out in the contract documents.

ARTICLE 4 - BIDDER'S UNDERSTANDING

By submitting a bid, the Bidder stipulates, acknowledges, and agrees that by careful examination, he has satisfied himself as to the nature, location and risks inherent in the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facility needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The Bidder is required to examine carefully the site of the proposed work as well as the proposal, plans, specifications, special provisions and contract and bond form for the work contemplated. By submitting a bid, the Bidder stipulates and agrees that he has investigated and satisfied himself as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of these specifications, special provisions, and the contract. Bidder further agrees that if his bid is accepted, he will provide all necessary machinery, tools, apparatus, and other means of construction and will perform and complete all work and furnish all material specified and required in the contract, in the manner and within the time limits prescribed in the contract, and in accordance with all requirements therein set forth; and agrees to accept as full compensation therefore, the total price bid whether computed on a lump sum basis or a unit price basis

ARTICLE 4A – WITHDRAWAL OF BID

A bid containing patently obvious unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to Iberia Parish Government within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If Iberia Parish Government determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

A contractor who attempts to withdraw a bid under the provisions of this Section shall not be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of same bidder, his partner, or to a corporation or business venture owned by or in which he has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract, is awarded in the performance of the contract for which the withdrawn bid was submitted.

ARTICLE 5 - CONSTRUCTION SCHEDULE, COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof in the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time stipulated for the completion of the job takes into consideration the potential that adverse weather conditions and industrial conditions may cause delays in prosecution of the work, and the Contractor stipulates and agrees that weather conditions and industrial conditions shall not constitute grounds for extension of the time for completion of the work contemplated under the contract unless authorized by the Owner.

All changes or extensions of the schedule shall be made by written and approved change orders. The scheduled work may be started after the written Notice to Proceed and contract time will officially begin ten (10) calendar days after the date of the Notice to Proceed. All work shall be completed as per schedule.

Whenever the Contractor needs to vary the schedule for completion of the work in order to make more effective use of his men, material and equipment, he may request permission to do so from the Engineer/Architect, or his duly appointed representative, provided that such variance does not affect the time deadline for completion of the project. Only upon receipt of written consent from the Engineer/Architect or his representative may the Contractor proceed

in accordance with the new schedule.

For each calendar day or working day, as the case may be, that any work remains incomplete after expiration of the contract time and/or any extensions thereof, the sum specified below will be deducted from payments due the Contractor not as a penalty but as liquidated damages as a result of the delay in completion of the work. In the event that the Owner should choose to permit the Contractor to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver by the Owner of its rights to recover liquidated damages. In the event that the Owner terminates the employment of the Contractor under the contract in accordance with the provisions of Article 23, *infra*, the Owner shall retain the right to assess, collect, and recover liquidated damages from the Contractor and/or the Surety until the work under the contract is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Contractor under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Contractor under the contract, the Contractor shall forfeit any rights to claim additional payments under the contract and both the Contractor and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.

| Original Contract Amount | | Liquidated Damages Per Day | |
|--------------------------|------------------|----------------------------|-----------------|
| From More Than | To and Including | Per Calendar Day | Per Working Day |
| \$0 | \$25,000 | \$264.00 | \$264.00 |
| \$25,000 | \$50,000 | \$264.00 | \$264.00 |
| \$50,000 | \$100,000 | \$300.00 | \$300.00 |
| \$100,000 | \$500,000 | \$378.00 | \$378.00 |
| \$500,000 | \$1,000,000 | \$630.00 | \$630.00 |
| \$1,000,000 | \$2,000,000 | \$840.00 | \$840.00 |
| \$2,000,000 | And over | \$1260.00 | \$1260.00 |

ARTICLE 6 - CONTRACT TIME

The number of days allowed for completion of the work to be performed by the Contractor in accordance with the terms of the contract shall be the "contract time". The contract time shall be measured by the working day or calendar day, as stipulated elsewhere herein.

When the contract time is on a calendar day basis, it shall consist of the number of calendar days stated in the contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

When the contract time is on a working day basis, a work day shall consist of a calendar day, other than exceptions stated below, on which weather and other conditions not under the control of the Contractor, will permit construction operations to proceed for at least five (5) continuous hours of the day with the normal working force engaged in performing the controlling items of work. The scheduled work may be started after the written Notice to

Proceed and contract time will officially begin ten (10) days after the date of the Notice to Proceed.

No working days will be charged for the days listed below:

- (a) Saturday (If no inspector is needed and the work progresses for a period of 5 hours or more).
- (b) Sunday (If no inspector is needed and the work progresses for a period of 5 hours or more).
- (c) Iberia Parish Government recognized holidays
 - (1) New Year's Day - January 1st
 - (2) Martin Luther King Day - 3rd Monday in January
 - (3) Mardi Gras Day
 - (4) Good Friday
 - (5) Memorial Day
 - (6) Independence Day - July 4th
 - (7) Labor Day - 1st Monday in September
 - (8) Thanksgiving Day - 4th Thursday in November
 - (9) Acadian Day - Day after Thanksgiving Day
 - (10) Christmas Day - December 25th
- (d) Days of which delay, attributable solely to the Iberia Parish Government or other governmental agencies, prevent the Contractor from proceeding with the controlling items of work in effect at time of delay.
- (e) Days on which delays are attributable to the direct effect of strike, riots or civil commotions.

Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.

ARTICLE 7 - DELAYS AND EXTENSION OF TIME

The Owner reserves the right, at its sole option, and for good cause shown, to grant to the Contractor additional time for completion of the contract. Any and all granting of additional time for completion of the work under the contract must be initiated by written request from the Contractor to the Engineer/Architect. For the request to be considered, it must be received by the Engineer/Architect no later than fourteen (14) calendar days following the time that the event which prompted the request occurs. It is the Contractor's responsibility to include in the written request the specific and detailed reasons that he feels he deserves additional contract days in order to complete the contract.

No such extension shall be made for delay occurring more than fourteen (14) calendar days before claim therefore is made in writing to the Engineer/Architect.

ARTICLE 8 - ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished any additional instructions and detail drawings which may be necessary to carry out the work included in the contract. The additional drawings and instructions supplied to the Contractor shall be deemed to be a part of the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work required in accordance with the additional detailed drawings and instructions.

ARTICLE 9 - SHOP DRAWINGS

The Contractor shall submit promptly to the Engineer/Architect two copies of each shop drawing prepared. After examination of such drawings by the Engineer/Architect and the return thereof, the Contractor shall make such corrections to the drawing as have been indicated and shall furnish the Engineer/Architect with two corrected copies.

ARTICLE 10 - MATERIALS, SERVICES, FACILITIES AND EMPLOYEES

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish to the Engineer/Architect or the Owner satisfactory evidence as to the kind and quality of materials.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product; another manufacturer, but rather to set a definite standard of performance.

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the materials or the article so proposed is of equal substance and function in the Engineer's/Architect's opinion. Substituted material shall not be purchased or installed without the Engineer's/Architect's written approval.

Any request for approval of a different material or article than that specified by name shall be accompanied by samples, complete record of performance, certified copies of test and/or any analyses made by impartial recognized laboratories, or such additional information as the Engineer may reasonably request. Such samples and data shall be furnished sufficiently in advance to allow reasonable time for investigation of the proposed substitution before a decision must be made.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Owner.

The Contractor shall at all times enforce strict discipline and order amongst his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

ARTICLE 11 - INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection and testing services direct, and not as a part of the contract. However, in the event that a particular test fails due to failure to meet requirements on the contractor's part, then the contractor will be required to pay for the services of re-testing as well as any inspection time associated with this re-testing. In the event that re-testing is necessary, the Owner will pay the cost of re-testing and additional inspection to the laboratory and will direct the Engineer/Architect to deduct this amount from the contractor's next partial payment application.

ARTICLE 12 - PATENTS AND TAXES

The Contractor shall defend, indemnify, and save and hold the Owner and its officers, directors, agents, servants, employees, representatives, and elected and appointed officials harmless from any and all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License and/or royalty fees for the use of a process which are authorized by the Owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, directly by the Contractor.

If the Contractor uses any design, device or materials covered by letter, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall defend, indemnify, and hold harmless the Owner of the project from any and all claims of infringement by reason of the use of patented or copyrighted design, device or materials, or any trademark or copyright in connection with the work agreed to be performed under this contract, and shall defend, indemnify, and hold harmless the Owner from the cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall pay all federal, state and local taxes due or payable during the time of the Contract on materials, equipment, or labor to the proper authorities prior to the final acceptance of work. This amount shall be included in the bid price.

ARTICLE 13 - SURVEYS, PERMITS, RIGHTS-OF-WAY, EASEMENTS AND REGULATIONS

Unless otherwise provided for in the specifications, the Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of elevation bench marks adjacent to the work as shown in the Contract Documents. The Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor will be responsible for maintaining their accuracy thereafter and will be responsible for all expenses resulting from their disturbance. The Contractor shall notify the Engineer/Architect in writing at least forty-eight (48) hours in advance of the time the Contractor contemplates commencing work on any parts of the work requiring surveys to be provided by the Owner.

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the Owner seven (7) calendar days in advance thereof, and the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

The Contractor shall be responsible for conducting all of his operations under the contract within the limits of the applicable easements and rights-of-way. The Contractor shall be responsible for all damages to which may occur as a result of conducting any operations outside of the boundaries of the applicable servitudes, easements, and/or rights-of-way along the project site. Should the Contractor require additional right-of-way for access or egress, he shall make arrangements with the owners of such property for such right-of-way at no cost to the Owner. Upon completion of the work and prior to the Owner accepting the project, the Contractor shall provide the Owner a Letter or Release acquired from the property owner(s) in which work, access or egress was performed.

The Contractor shall procure and pay for any other permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall review and be fully familiar with all terms conditions, and limitations contained in all servitudes, easements, and/or right-of-way agreements executed by all landowners along the site of the project, and shall be fully bound by all provisions contained therein. Such servitudes, easements, and right-of-way agreements shall be deemed to be a part of this contract, and any violation by the Contractor of the terms, conditions, and limitations contained therein shall be deemed to be a breach of the contract.

The Contractor shall fully defend, indemnify, and hold forever harmless the Owner, its officers, directors, agents, servants, employees, representatives, and elected and appointed officials harmless from any and all liability of any nature or kind whatsoever, resulting and/or to result from any operations conducted by Contractor, its employees, agents, and/or representatives outside of the boundaries of any easement or right-of-way and/or any breach or violation of the terms, conditions, and/or limitations of any servitude, easement, and/or right-of-way agreement affecting property situated along the site of the project.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities. Contractor shall also construct temporary fences as needed to confine livestock to their respective pastures.

ARTICLE 14 - PLANS AND WORKING DRAWINGS

When applicable, the Owner will furnish the Contractor without charge five (5) sets of plans and three (3) sets of specifications and upon written request by the Contractor additional sets of plans and specifications will be supplied for the cost of printing.

If, in the course of the work, the Contractor finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in the drawing or in the layout as given by points and instructions, it shall be his duty immediately to inform the Engineer/Architect in writing; and the Engineer/Architect, in writing, promptly shall verify such discrepancy and authorize the Contractor to make corrections, if necessary. Until so authorized, any work done after such discovery will be done at the Contractor's risk.

ARTICLE 15 - CONTRACTOR'S OBLIGATION

The Contractor agrees to do, perform and complete all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this contract in a good workmanlike manner, within the time herein specified, in accordance with the plans and specifications covered by this contract and any and all supplemental plans and specifications, and in accordance with the directions of the Engineer/Architect as given from time to time during the progress of the work.

In the event of temporary suspensions of work, during inclement weather, or whenever the Engineer/Architect shall direct, the Contractor and his subcontractors shall take all necessary steps to carefully protect the project, work, and materials against damage or injury.

At all times prior to final written acceptance of the project by the Owner, the Contractor shall be fully responsible for the condition and care of the project and shall take all reasonable steps to protect the project from injury, damage, or loss to any part thereof resulting from weather, the action of the elements, or from any other cause, whether arising from the execution or

from the non-execution of the work. Prior to final acceptance of the project, the Contractor shall be liable and responsible to rebuild, repair, and/or restore all portions of the project which may sustain injury, damage, or loss, or which contain defects or deficiencies, and shall bear all expense associated therewith. The Contractor shall also be liable and answerable for all costs and expenses associated with repair and/or restoration of all work performed by other contractors which is destroyed or damaged as a result of the aforesaid corrective work.

ARTICLE 16 - PROTECTION OF WORK, PROPERTY AND LIVES

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall repair and/or replace any such damage, loss or injury.

The Contractor shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations.

The Contractor and all subcontractors shall be required to comply with all the applicable local, state and federal safety and health standards.

The Contractor is hereby further notified that for reasonable cause of suspicion, he or his employee(s) are subject to drug testing while engaged in business on Iberia Parish Government property.

ARTICLE 17 - SUPERVISION BY CONTRACTOR

The Contractor shall be responsible for supervision of all employees and personnel required for the project. The Contractor shall employ a construction superintendent or foreman at the work site who shall have full authority to act for the Contractor. Such representative shall be acceptable to the Engineer/Architect. Contractor shall also furnish to the Engineer/Architect and Owner, a list of all emergency personnel for after normal hour contact with their after hour telephone numbers, pager numbers, etc.

ARTICLE 18 - INCREASED OR DECREASED QUANTITIES OF WORK

The Owner may, without notice to the sureties on the Contractor's bond and without invalidating the contract, by written instructions, order extra work or make changes by altering the details of construction, add to or deduct from the work, with the contract's sum being adjusted. All such work shall be executed under the conditions of the original Contract, supplemented by written change order agreements recommended by the Engineer/Architect. Any claim for extensions of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work, provided the Owner has approved such changes and funding for those changes are

available at that time and that the proposed changes are within the scope of the project. Except in an emergency endangering life or property, no extra work or change shall be made without consent of the Owner, and a written order by the Engineer/Architect shall be forthcoming immediately after the work is completed. No claim for any addition to the contract sum shall be valid unless so ordered, and in accordance with the terms of a properly executed change order or extra work order.

ARTICLE 19 - CHANGE ORDERS, PAYMENT FOR EXTRA OR DELETED WORK

Change orders may be entered into by the Owner and Contractor as may be deemed necessary in accordance with the laws of the State of Louisiana and Iberia Parish Government procedures and policy.

The Owner, without invalidating the contract may, by written instructions, order extra work or make changes by altering the details of construction, add to or deduct from the work, with the contract's sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, supplemented by written change order or extra work order agreements recommended by the Engineer/Architect and negotiated by the contracted parties, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of any such extra work or change shall be determined in one or more of the following ways and in the following priority:

- a) By unit prices named in the Contract or subsequently agreed upon.
- b) By estimated and acceptance in a lump sum.
- c) By cost and percentage or by cost and fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he is so ordered by the Owner in writing, shall proceed with the work. In such case he shall keep and preserve in such form as the Engineer/Architect may direct, a correct itemized account of the net cost of labor and materials, together with vouchers bearing written certification by the Contractor. In any case, the Engineer/Architect shall certify to the amount, including an allowance of fifteen percent (15%) for overhead and profit due to the General Contractor. Where such change involves a subcontractor, an allowance of fifteen percent (15%) for overhead and profit shall be due the sub-contractor and an allowance of ten percent (10%) shall be due the General Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's/Architect's estimate.

ARTICLE 20 - CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this contract, he shall give the Engineer/Architect written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Engineer/Architect shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments in accordance with

Article 18 of these general terms and conditions. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

Claim for damages or delays of the work shall not be made by the Contractor for a relocation of the construction operation or portions thereof to other locations within the geographical scope of the project, when in the opinion of the Engineer/Architect, such relocation is necessary for the most effective prosecution of the work and may be accomplished without undue hardship.

ARTICLE 21 - CORRECTION OF WORK

The Engineer/Architect shall be the judge of the quality and suitability of all work, materials, processes of manufacture, and methods of construction provided by the Contractor. Should any of the work, materials, processes of manufacture, or methods of construction fail to meet the Engineer's/Architect's approval, they shall be forthwith reconstructed, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer/Architect, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer/Architect shall be equitable.

ARTICLE 22 - OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after seven (7) calendar days written notice to the Contractor, may correct such deficiencies itself or by use of other contractors without prejudice to any other remedy it may have, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

ARTICLE 23 - OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to terminate the employment of the Contractor, without prejudice to any other rights or remedies that may be available to the Owner, in the event that the Contractor:

- (a) Is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or a receiver is appointed on account of the Contractor's insolvency;
- (b) Fails to supply enough skilled workmen, properly operating equipment, or proper materials to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work;
- (c) Fails to make prompt payment to subcontractors, or payments for materials or labor;

- (d) Persistently disregards law, ordinances or the instructions of the Engineer/Architect, or otherwise violates any provision of the contract or contract documents;
- (e) Performs the work unsuitably or neglects or refuses to remove materials or perform work that has been rejected by the Engineer/Architect;
- (f) Discontinues prosecution of the work;
- (g) Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so;
- (h) Fails to complete the project within the contract time, or any extension of the contract time;
- (i) Fails to perform or carry on the work in an acceptable manner;
- (j) Fails to secure, replace, and/or maintain the insurance required under Article 32, *infra*.

then upon written notification by the Engineer/Architect to the Owner that sufficient cause exists to justify such action, the Owner, without prejudice to any other right or remedy, may terminate the employment of the Contractor. The Owner shall give the Contractor seven (7) calendar days written notice of its intent to terminate the Contractor's employment for one or more of the causes stated herein above. In the event of any such termination, the Owner will serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided however, that if the surety does not perform the contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, the Owner may take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient.

In the event that the Contractor's employment is terminated as aforesaid, he shall not be entitled to receive any further payment under the contract until all incomplete work has been satisfactorily completed and all deficient and/or defective work has been repaired and/or remedied. If following satisfactory completion of the project, the unpaid balance of funds remaining in the contract exceeds the cost and expense required to complete the project, including compensation for additional engineering, managerial, administrative services, and legal expenses, such excess shall be paid to the Contractor. However, if the cost and expense required to complete the project exceeds the unpaid balance of funds remaining in the contract, the Contractor shall forfeit the right to claim any additional payment under the contract.

The foregoing provisions are in addition to and not in limitation of any other right or remedies available to the Owner under the contract. Furthermore, nothing contained in this Article

shall affect the right of the Owner to impose and collect liquidated damages from the Contractor and/or the Surety in accordance with the provisions of Article 5, supra.

ARTICLE 24 - CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped by order of any court or other public authority for a period of three (3) months or more, through no act or fault of the Contractor or of anyone employed by him, then the Contractor, upon ten (10) calendar days written notice to the Owner and the Engineer/Architect, may stop work or terminate the Contract and recover from the Owner payment for all work performed and materials delivered to the job site.

ARTICLE 25 - TEMPORARY SUSPENSION OF WORK

The Engineer/Architect shall have the authority to suspend the work wholly or in part as he may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications. In the event that the Engineer/Architect suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

ARTICLE 26 - USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work provided such occupancy or use does not substantially impede the Contractor's progress. Such taking possession and use shall not be deemed an acceptance of any work not completed or partially completed in accordance with the Contract Documents.

The Owner shall be responsible for any damages incurred as a direct result of his use of the portion of the work except when such damages occur as a result of incomplete work or faulty workmanship or materials.

ARTICLE 27 - ELECTRICAL TRANSMISSION, TELEPHONE AND CABLE TELEVISION FACILITIES

The Contractor shall make all necessary or required provisions and shall perform all work required by his operations under the contract and incident to any interference with electrical transmission, telephone and cable television facilities, with their operations, or with the maintenance of traffic or service thereon, all in a manner satisfactory to the Owner or operations thereof and to the Engineer/Architect.

The cost of providing and maintaining all necessary or required watchmen, signals, guards, temporary structures and other facilities, of making necessary repairs, replacements, or similar operations, if required, shall be paid for by the Contractor.

ARTICLE 28 - UNDERGROUND UTILITIES

It shall be the responsibility of the Contractor to exercise due and reasonable care in locating the existing underground utilities as accurately as possible, ahead of the actual construction work. Prior to commencement of work, Contractor shall contact Louisiana One Call to have any utility located in his area(s) of work notified of the work that will be performed by the Contractor.

In the event that construction operations are to be done in the vicinity of the underground utility lines as shown on the drawings, the Contractor shall immediately notify the Engineer/Architect and a representative of the respective companies, prior to doing any work in the area. This notification shall be given far enough in advance of proposed construction to avoid any delay in operations.

The Contractor shall be fully responsible for repairing or having repaired any and all damages to underground utilities, lines, fixtures, equipment, etc. that may result from his construction operations at no cost to the Owner. Contractor shall further defend, indemnify, and hold forever harmless the Owner, its employees, agents, representatives, directors, officers, elected and appointed officials, and/or from any and all claims which may be asserted by any persons or parties whomsoever for damages to underground utilities, lines, fixtures, equipment, etc. related to and/or resulting from any work performed by Contractor under the contract, including all claims, demands, causes of action and/or rights of action which may be asserted as a result of the sole negligence, liability, and/or fault of the Contractor, his employees, agents, and representatives, and/or the joint and/or concurrent negligence, liability, and/or fault of the Contractor with any other persons or parties whomsoever whether said lines are indicated on the drawings or not.

ARTICLE 29 - WARRANTY AND GUARANTEE

All work herein specified and/or as indicated on the plans shall be warranted and guaranteed against defects in construction, including faulty workmanship and defective materials, for a period of not less than one (1) calendar year from the date of recordation of final acceptance of the work or for such longer periods as may be set forth in the specifications. The Contractor shall, within a reasonable time after receipt of written notice thereof, repair and/or replace any damaged or failed portions of the work which may develop during said one year period, and damage to other work caused by such damages or failures, at his own expense and without cost to the Owner.

Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

Nothing contained in this Article shall be deemed to limit the liability or responsibility of the Contractor for damages resulting from poor workmanship, including defective materials.

ARTICLE 30 - PAYMENT

The Owner hereby agrees to pay to the Contractor as full compensation for all work performed under the contract, and/or supplemental agreements thereto, the monetary value of the actual quantities in the completed work according to the schedule of unit prices and/or lump sum prices set forth in attached proposal and/or duly authorized supplements thereto, and made a part of the contract.

Partial payments under the Contract shall be made at the request of the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and Engineer/Architect and shall be furnished to the Engineer/Architect and approved by the Engineer/Architect prior to transmittal to the Owner for approval and payment.

The partial estimates will be approximately stated, and all partial estimates and payments shall be subject to corrections in the estimate rendered following the discovery of any error in any previous estimates.

The payment of the partial estimate shall be taken as verification that the work has been performed and that its quality is satisfactory, however it will in no way serve as a release to the Contractor for the responsibility of any portions thereof. The work and any particulars relating thereto shall be subject to revision and adjustment by the Engineer/Architect and/or the Owner at any time prior to final payment, regardless of any previous action taken.

There shall be reserved from the payments provided for the Contract ten percent (10%) for contracts less than \$500,000 or five percent (5%) for contracts of \$500,000 or more, of the estimates submitted, said sum to constitute a trust fund for the protection of and payment to any person or persons, mechanic, subcontractor or material men who shall perform any labor upon such contract, or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall be withheld for a minimum of forty-five (45) calendar days after final acceptance of the completed contract.

After the expiration of the forty-five (45) calendar day period, the reserve in excess of a sum sufficient to discharge the claims of material men and laborers who have filed their claims, together with a sum sufficient to defray the cost of such action and to pay attorneys' fees, shall be paid to the Contractor.

The Contractor shall be responsible for obtaining and furnishing certificates of lien or non-lien to the Owner at the expiration of the retainage period, and prior to payment of any reserve withheld.

ARTICLE 31 - PAYMENTS WITHHELD

In addition to the percentage provided for in Article 30 of these General Conditions, the Owner may withhold such amounts from any payment as may be necessary to protect himself from loss on account of:

- a). Defective work not remedied;
- b). Claims filed or reasonable evidence indicating probable filing of claims;
- c). Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d). A reasonable doubt that the contract can be completed for the balance then unpaid;
- e). Damage to another contractor;
- f). Failure to submit required reports; or
- g). Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

Furthermore, nothing contained in this Article shall be deemed to limit the right of the Owner to withhold liquidated damages as permitted under Article 5 from any amounts which may be due and owing the Contractor for work performed under the contract.

ARTICLE 32 - CONTRACTOR'S INSURANCE AND SUBCONTRACTOR'S INSURANCE

The attached certificate of insurance correlates directly with the insurance requirements of the contract. The Iberia Parish Government requires, therefore, that this particular certificate be used for approval of the contract. This certificate of insurance shall be furnished to the Iberia Parish Government within ten (10) calendar days of notice of award.

The Contractor shall not commence work under this contract until he has obtained all insurance required by this paragraph, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until the insurance required has been obtained and submitted. Proper certificates evidencing such insurance shall be furnished to the Owner prior to commencement of work. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) calendar days written notice being first given to the Owner.

The insurance company providing coverage shall be acceptable to Iberia Parish Government.

If at any time, any of the insurance policies required to be furnished by the Contractor under

the terms of this Article shall lapse, expire, or fail to comply with the requirements of this Article, the Contractor shall procure and obtain such new insurance policies as may be required in order to comply with the requirements of this Article. Upon obtaining a new insurance policy, the Contractor shall submit a new certificate of insurance to the Owner for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance as required by this Article, the contract, at the election of the Owner, may be declared suspended, discontinued or terminated. Failure of the Contractor to maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements contained in this Article be construed to conflict with the obligations of the Contractor regarding indemnification as set forth in Article 52.

The requirements contained in this Article shall not be construed and are not intended to limit the Contractor's obligations to indemnify and defend the Iberia Parish Government as contained in Article 52, but merely constitute minimum insurance requirements which must be provided to secure such obligations.

The Contractor shall effect and maintain until completion and acceptance of the work, insurance as follows:

- I. Standard Worker's Compensation Insurance - Coverage for all Worker's Compensation claims as permitted under Louisiana State Law together with Employer's Liability Coverage of \$100,000 minimum, per occurrence.
- II. Commercial General Liability Insurance - Coverage under this policy must be provided on an "occurrence" basis, and not on a "claims made" basis. THE PARISH OF IBERIA, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS MUST BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY. All comprehensive general liability insurance shall include coverage for the following:

| | |
|------------------------------------|--------------|
| A. Premises Operations | \$ 1,000,000 |
| B. Independent Contractors | \$ 1,000,000 |
| C. Products - Completed Operations | \$ 1,000,000 |
| D. Contractual Liability | \$ 1,000,000 |
| E. Broad Form Property Damage | \$ 1,000,000 |

Additionally, where required by the Iberia Parish Government, the policy required by this Subsection shall also include Explosion, Collapse and Underground Coverage.

- III. Business Auto Liability Policy

| | BODILY INJURY <u>per person</u> | BODILY INJURY <u>per accident</u> | PROPERTY DAMAGE <u>per accident</u> |
|----------------|---------------------------------------|---|---|
| A. Any Auto | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 |
| B. Owned Autos | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 |

| | | | |
|--------------------|--------------|--------------|--------------|
| C. Non-Owned Autos | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 |
| D. Hired | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 |

If Coverage A - Any Auto is carried, Coverages B, C, & D will not be required. If the Contractor does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II and III of this Article, Contractors may fulfill the requirements of this Article by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II and III hereinabove.

V. Iberia Parish Government as an Additional Insured

The Iberia Parish Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.

VI. Primary Coverage

Coverage afforded the Iberia Parish Government, its officials, employees, and volunteers as an insured applies as primary and not excess or contributing to any other insurance issued in the name of the Iberia Parish Government.

VII. Waiver of Subrogation

Contractors must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Section I in this Article for any and all claims which could be asserted against the Iberia Parish Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

VIII. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Iberia Parish Government reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Iberia Parish Government, provided that the Iberia Parish Government shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

ARTICLE 33 - BUILDERS RISK INSURANCE (WHEN REQUIRED)

The Contractor shall effect and maintain until completion and acceptance of the work, insurance for Builders Risk.

The Owner assumes no risk for loss by fire or other casualty to any portion of the construction project or equipment thereof, whether completed, in process of construction or installation, or stored on the premises, during the life of any contract for any portion of the construction except that the Contractor shall not be responsible for loss by fire or other casualty to such portions of the work which the Owner is using as set forth in Article 26 of these General Conditions, except that the Contractor shall assume all loss to said properties being used by the Owner if the damage occurs as a result of negligence on the part of the Contractor or as a result of work not completed by the Contractor.

When required by the Owner, the Contractor shall maintain during the life of the Contract insurance acceptable to the Owner against all risks, which shall include flood insurance if the project is located within a flood prone area. This insurance shall be an amount equal to the amount of the Contract with no greater than \$1,000 deductible on contracts up to \$300,000 and thereafter as required by the Owner. Such policy shall include the Owner as a named insured and shall be furnished to the Owner through its Risk Management Division prior to execution of the contract.

The making of partial payments to the Contractor shall not be construed as creation of an insurable interest by or for the Owner or as relieving the various contractors or their sureties of responsibility from loss from all risks (fire, windstorm, explosion, vandalism, flood, etc.) occurring prior to final acceptance of the project.

ARTICLE 34 - PAYMENT AND PERFORMANCE BOND

Any contract(s) entered into as result of this bid in excess of \$25,000 shall require a Payment and Performance Bond in accordance with the requirements noted in this article.

The Iberia Parish Government reserves the right to require a Payment and Performance Bond for any contract(s) entered into as result of this bid less than \$25,000, and if so, said requirement shall be set forth in the Special Conditions of the bid documents.

Prior to the signing of the contract and within ten (10) calendar days after the Contractor is notified that he is the successful bidder, unless an extension of time is granted by the Iberia Parish Government, the Contractor will furnish good and solvent bond(s) issued by surety(s) deemed satisfactory to the Owner and in such form as shall be deemed acceptable to the Owner, for the faithful performance of his duties and for the payment by the Contractor of all obligations arising from the work contemplated under the contract. The bond(s) shall be in an amount equal to 100% of the total contract price, plus any change orders. The bond(s) shall provide that the surety waives the requirement of notice of any change in the work necessary or desirable to fully complete the work as contemplated.

The bond(s) shall be executed by the Contractor with a surety, or insurance company, which is 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 at 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. The bond(s) shall be written by a company licensed to do business in the State of Louisiana and who is contracted with the surety company or bond issuer as an agent of the company or issuer. Should the surety company become bankrupt or be removed from the State, the Contractor shall furnish a new bond without cost to the Owner.

The bond(s) provided by the Surety as required by this Article shall specifically stipulate that the Surety shall be bound and obligated by all terms and conditions contained in the contract and that in the event of a conflict between the terms, conditions, and limitations of the bond and those of the contract, that the terms of the contract shall be deemed to govern.

Said bond(s) shall be conditioned such that the Contractor will be bound to faithfully perform all the provisions of the Contract and will perform all work required under the contract, including labor and materials, in a good and workmanlike manner free of defects, within the contract time, and that the Contractor shall make payment of all obligations within the time specified to the satisfaction of the Owner and pay all laborers, mechanics, material men, and subcontractors, and all persons who supply such persons with provisions and supplies for the carrying on of such work, and that if the Contractor fails to comply with any of the aforesaid requirements, that the surety under the bond may be held liable and responsible for completion of any incomplete work contemplated under the contract and/or the repair of any deficient and/or defective work performed by the Contractor.

In the event that it should become necessary for the Owner to call upon and require the Surety to complete the work under the contract and/or to repair any deficient and/or defective work performed by the Contractor, the surety shall be entitled to be paid compensation for the work actually performed and satisfactorily completed by it solely in accordance with the payment provisions contained in the contract, and shall not be entitled to recovery of compensation from the Owner for any amounts for which the Contractor has been previously paid for work performed under the contract. The Surety shall not be entitled to be paid by the Owner for any costs incurred by Surety as a result of the repair of any defective and/or deficient work performed by the Contractor. Furthermore, in the event that it becomes necessary for the Owner to impose liquidated damages in accordance with the provisions of Article 5 hereinabove thereby reducing the balance of funds payable by the Owner under the contract, such shall in no way limit and/or reduce the liability of the Surety to perform and complete the remaining work contemplated under the contract in a satisfactory manner, and the Surety shall be bound and obligated to complete the same regardless of whether there are sufficient funds remaining in the balance of funds under the contract to pay the Surety for such work.

The surety company furnishing said bond(s) must have an agent or representative with a permanent office in the State of Louisiana, upon whom notices referred to in the Contract Documents may be served. Service of said notice to said agent or representative in the State of Louisiana shall be equal to service of notice to the president of the surety company or such other officer as may be concerned.

IT IS REQUIRED THAT THE SIGNATORIES SHOW INFORMATION ON BONDS AND POWER OF ATTORNEY AS INDICATED BELOW:

AGENT: TYPE NAME, LICENSE NUMBER, ADDRESS, AND TELEPHONE NUMBER BELOW SIGNATURE

POWER OF ATTORNEY: TYPE NAME, ADDRESS, AND TELEPHONE NUMBER BELOW SIGNATURE

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 35 - ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any moneys due or coming due to him hereunder without the previous written consent of the Owner.

No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

ARTICLE 36 - LIENS

Neither the **final payment nor any part of the retained percentage** shall come due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required by the Owner, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any lien, construction cost, or attorney's fees.

ARTICLE 37 - SEPARATE CONTRACTS

The Owner reserves the right to contract for and perform additional work on or near the work to be performed by the Contractor under the contract. When separate contracts are let within the limits of one project, each contractor shall conduct his work so as not to hinder the progress of the work being performed by other contractors and shall cooperate with such other contractors and the Owner. The Contractor shall arrange his work and shall place and dispose of materials being used so as not to interfere with the operations of other contractors within the limits of the project.

The Contractor shall fully cooperate with other contractors in the arrangement for the materials and in the detailed execution of the work. The Contractor, including his

Subcontractors, shall keep the Engineer/Architect fully informed of the progress and the detail work of other contractors and shall notify the Engineer/Architect immediately of lack of progress or defective workmanship on the part of other contractors. Failure of the Contractor to keep the Engineer/Architect fully informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others within a reasonable time shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with his own work.

ARTICLE 38 - SUBCONTRACTS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without obtaining the prior written approval of the Owner.

The relationship between the Contractor and his subcontractors shall at all times be deemed to be a master-servant relationship, and the Contractor shall be fully liable and responsible to the Owner for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents, plans, and specifications insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner. No subcontract will in any case relieve the Contractor of his responsibility under the contract and bond.

ARTICLE 39 - ENGINEER'S/ARCHITECT'S AUTHORITY

The Engineer/Architect shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer/Architect shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's/Architect's estimates and decisions shall be final and conclusive except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer/Architect shall be a condition precedent to the right of the Contractor to receive any money or payment for the work under this contract offered in any manner or to any extent by such question.

The Engineer/Architect shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or to be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer/Architect.

ARTICLE 40 - INSPECTION

The Engineer/Architect and his representative shall have free access to all parts of the work, and to all materials intended for use in the work. The Contractor shall furnish the Engineer/Architect with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and the contract. The work will be inspected as it progresses, but failure to reject or condemn defective work or materials at the time it is done will in no way prevent its rejection whenever it is discovered. If work is covered prior to inspection and the Engineer/Architect requires it, the Contractor shall, at any time before the acceptance of the work, remove or uncover such portions of the finished work as may be directed.

ARTICLE 41 - AUTHORITY AND DUTIES OF RESIDENT INSPECTOR

The Resident Inspector will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or to any parts of the work and to the preparation or manufacture of the materials to be used.

He may be stationed at the work site to report to the Engineer/Architect as to the progress of the work and the manner in which it is being performed and to call attention whenever it appears that materials furnished or work performed fails to fulfill requirements of the specifications. The Resident Inspector will have authority to reject materials or suspend work until the question at issue can be referred to and settled by the Engineer/Architect. The Resident Inspector will not be authorized to revoke, alter, enlarge, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor will he be authorized to issue instructions contrary to the plans and specifications. He will in no case act as foreman nor will he interfere with management of the work.

ARTICLE 42 - FINAL CLEANING UP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the Owner's property all surplus or discarded materials, weeds, bushes, rubbish, temporary structures and equipment. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition throughout.

ARTICLE 43 - REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the

Contractor shall promptly remove any part or all of his equipment and supplies from the property of the owner, if notified to do so by the Owner, and in the event he fails to do so, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor. Such expense shall be deducted from any payment due the Contractor.

ARTICLE 44 - FINAL INSPECTION

Whenever the work provided for, or contemplated by the contract, shall have been satisfactorily completed and the final cleaning up is performed, the Engineer/Architect shall be notified in writing that said work is completed and ready for final inspection. The Engineer/Architect shall, unless otherwise provided, make the final inspection within a reasonable length of time after the receipt of such notification.

ARTICLE 45 - ACCEPTANCE

Upon notice from the Contractor of presumptive completion of the entire project, the Engineer/Architect will make an inspection. If all construction provided for in the contract is found completed to his satisfaction, that inspection shall constitute the final inspection and the Engineer/Architect will make recommendation to the Owner for final acceptance and notify the Contractor in writing of this recommendation of acceptance. The Owner will then file an official Notice of Acceptance with the Office of the Clerk of Court and will forward one copy of the recorded acceptance to the Contractor and Engineer/Architect.

If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal punch list, the Engineer/Architect will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer/Architect will notify the Contractor in writing of his recommendation to the Owner for substantial completion and acceptance of the project, and the Owner will then file an official Notice of Acceptance with the Office of the Clerk of Court and will forward one copy of the recorded acceptance to the Contractor and Engineer/Architect.

Any punch list generated by the consultant shall be accompanied by a cost estimate to correct the particular items of work the consultant has developed. The cost estimate shall be developed based on mobilization, labor, material, and equipment costs of correcting each punch list item. The consultant shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The Owner 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 day lien period. The provisions listed above shall not be subject to waiver.

ARTICLE 46 - MAINTENANCE

The Contractor shall perform any maintenance work which is required during a period of one (1) calendar year from the time of the recorded date of acceptance of the work. Such main-

tenance shall include but is not limited to proper filling of settled trenches or earth fill and repairing of damage caused by such settlement, repairing cracks or other failures in streets, manholes or other structures, or other reasonable repairs or maintenance. Written notice shall be given by the Owner or his representative when maintenance work is deemed necessary. In the event that the repairs are not made within thirty (30) calendar days of date of the notice, the Owner may have the work performed by other parties and shall notify the Contractor's bonding company of such action to be taken. Costs arising from such repairs shall be paid by the Contractor.

ARTICLE 47 - NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

ARTICLE 48 - PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

ARTICLE 49 - PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times use due diligence avoid causing unreasonable obstructions to traffic while performing the work contemplated under the contract. The convenience of the general public, the residents along and adjacent to the project, and the protection of persons and property are of prime importance and shall be adequately provided for by the Contractor. Fire hydrants on or adjacent to the project shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within 10 feet of any such hydrant. No section of a road shall be closed to the public except by express permission of the Engineer/Architect. During the progress of the work, the Contractor shall provide for local traffic to private property within the closed portion of the work.

ARTICLE 50 - COOPERATION WITH PUBLIC UTILITIES

It shall be the Contractor's responsibility to notify all the public utilities or other parties

interested to make all necessary adjustments of public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified, these adjustments are to be made by the owner of the utilities.

ARTICLE 51 - SANITARY ARRANGEMENTS

The Contractor shall make arrangements for the use of existing sanitary toilet facilities or shall construct, where permitted on the premises, approved temporary toilet conveniences, properly enclosed, for the use of all workmen employed on the project. He shall maintain the same in a sanitary condition from the beginning of the work until completion, and shall then remove and disinfect the premises. All facilities shall be constructed and maintained in strict compliance with the local and state sanitary codes.

ARTICLE 52 - INDEMNIFICATION

In the contract to be awarded, the Contractor does and will agree to defend, indemnify, and hold forever harmless the Owner and their respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and/or answerable, to the extent permitted by law, from and against any and all claims, demands, causes of action, and/or rights of action arising out of or resulting from the performance of any of the work and/or obligations contemplated under the contract, including, but not limited to, any and all claims for damages, losses, expenses and/or attorney's fees which result from any breach by the Contractor of any of the terms, provisions, conditions, and/or limitations of the contract, as well as any and all claims resulting from the sole negligence, liability, strict liability, and/or fault of the Contractor and/or the joint and/or concurrent negligence, liability, strict liability, and/or fault of the Contractor with any other persons or parties whomsoever.

The Contractor further agrees that he will defend, indemnify, and hold forever harmless the Owner, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever, to the extent permitted by law, of and from any and all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanic, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless the Owner, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other

persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

ARTICLE 53 - EQUAL EMPLOYMENT OPPORTUNITY

- a) In connection with the execution of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Iberia Parish Government setting forth the provisions of this non-discrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further governmental contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or by order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance.

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

ARTICLE 54 - BUDGETED FUNDS

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by Owner for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that Owner shall not be liable for the amount of such increase until and unless said budget is amended as provided for in the Iberia Parish Government Home Rule Charter to allow for such increased amount.

ARTICLE 55 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

The Iberia Parish Government strongly encourages the participation of SEBs (Small Emerging Business Enterprise) in all contracts or procurements let by the Iberia Parish Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize SEBs in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling Iberia Parish Courthouse at (337) 365-8246.

ARTICLE 56 – STOCKPILED MATERIALS

With the prior consent of Owner, Contractor may purchase in advance materials to be used in the construction of the work and may stockpile same at a location agreed upon by Owner. However, notwithstanding prior payment for same, the risk of loss as a result of damage, theft, or otherwise to said stockpiled materials shall remain with Contractor and advance payment shall in no way relieve Contractor from its obligation to install said stockpiled materials as and when needed to complete the work. Owner shall require Contractor to execute an acknowledgement of Contractor's continuing risk of loss and shall additionally require consent to the payment from Contractor's bonding company.

ARTICLE 57-AS-BUILT DRAWINGS

Prior to final acceptance of project and beginning the 45 day lien period contractor must submit as-built plans to the Iberia Parish Government for review and approval of as-built plans.

SECTION C SPECIAL CONDITIONS

ARTICLE I - INTENT

Provisions of these Special Conditions shall supersede and take precedence over conflicting counterpart provisions located elsewhere in the Contract Documents, and shall include additional provisions relating to the performance of this Contract.

However, no provisions under this Section shall be construed as relieving the Contractor from his contractual obligations in the performance and satisfactory completion of all work as specified and contracted form in said Contract Documents, except as may be duly authorized in writing by the Owner.

ARTICLE 2 - SCOPE OF PROJECT

The work to be performed under the various bid items of this contract shall include all plant labor, supervision, materials, equipment, and incidentals which may be required for the construction and completion of the proposed work unless otherwise specified for a particular bid item.

ARTICLE 3 - PLANS AND SPECIFICATIONS

The work to be performed under this Contract shall conform to the specifications contained herein and the plans for:

TETE BAYOU CLEANING AT STRATEGIC LOCATIONS DRAINAGE IMPROVEMENT PROJECT

ARTICLE 4 - OWNER'S RIGHT TO AWARD THE CONTRACT

It is understood that the Owner reserves the right to adjust the approximate plan quantities of certain items of work, and/or to delete certain items of work, and/or to delete section(s) of the project by plan change agreement after award of the Contract, in order not to exceed the funds allotted for the project.

ARTICLE 5 - NOTICE TO PROCEED

The Contractor shall begin work on the date designated in the written Notice to Proceed. Work shall be prosecuted continuously and systematically except for delays beyond the control of the Contractor. The Contractor shall be required to complete all work on the project within the number of calendar or working days stated in the Contractor's Bid Form.

ARTICLE 6 - SCHEDULE AND SEQUENCE OF OPERATIONS

Immediately after notification to proceed by the Owner, the Contractor shall prepare and submit to the Engineer, a detailed schedule of operations, showing type and number of pieces of equipment to be used on the project, chronology of proposed phases of operations and time required to complete each phase. If the "schedule of operations" is deemed inadequate by the Engineer, to protect the interests of the Owner, the Contractor shall be required to resubmit a revised schedule of operations to comply with the intent of these documents. This schedule, once approved, may be altered only with the approval of the Engineer, after submission of a written request.

ARTICLE 7 - RELOCATION AND/OR ADJUSTMENT OF UTILITIES

It shall be the Contractor's duty to conduct the construction operations in such a manner as to preserve and protect all utilities from damage, to give adequate and timely notification (at least one week) to the proper authorities of the utility companies prior to the commencement of construction activity, and to cooperate with said authorities in the prosecution of the work. The Owner and/or Engineer assumes no responsibility for any damages done to any utility as a result of work done under the performance of this Contract.

ARTICLE 8 - PRE-CONSTRUCTION CONFERENCE

Within ten (10) days of the date of the Owner's Notice to Proceed, the Contractor and/or his project superintendent shall meet with the Engineer and representatives of the Owner for a preconstruction conference. The proposed construction schedule shall be submitted by the Contractor at this meeting. Procedures for administering the contract will be discussed. The meeting shall be held at a location designated by the Owner.

ARTICLE 9 - LIABILITY FOR LOSSES BY ACTS OF THE FEDERAL GOVERNMENT

It is distinctly understood and agreed by the parties to this Contract that the Owner shall not be liable for any loss or damage suffered by the Contractor arising out of the interruption or cessation of work under this Contract or for any loss suffered by the Contractor in the performance of his obligations under this Contract resulting from any order or act of any official or agency of the United States Government.

ARTICLE 10 - CANCELLATION OF CONTRACT

If, at any time during the process of the work, all of said work or all of the major controlling operations are delayed during any single period of time for more than ninety (90) consecutive calendar days, by reason of war conditions involving the United States, or by reason of orders of the United States Government or its duly authorized agencies, or Executive Order with respect to prosecution of war or national defense, the Owner may enter into an agreement of postponement with the Contractor covering postponement of the performance of part or all of the work for a specified period of time, or may cancel the Contract by notifying the Contractor in writing, of

such action. If an agreement of postponement is made, it shall be executed by the Contractor and the Owner and shall be approved by the surety.

In the event of delay, as hereinabove provided, the Contractor shall be paid ninety percent of value of all work completed or partially completed, as provided in the specifications, in accordance with the terms of the agreement of postponement, or in the event of cancellation of Contract, the Contractor shall be paid in full, in accordance with the terms of the Contract, for all work done and completed in accordance therewith; and he shall be paid a reasonable amount or amounts, which shall be fixed or determined by the Engineer, for work partially completed, but he shall not be paid any amount for loss of anticipated gain or profit, or any work not performed or completed. Nothing herein contained shall be in derogation of any rights or remedies vested in or available to the Owner by the terms of the Contract.

Accepted materials obtained by the Contractor for the work that have been inspected, tested, and accepted by the Owner, and that are not incorporated in the work, may, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills at such points of delivery as may be designated by the Owner.

ARTICLE 11 - PREFERENCE OF LABOR AND MATERIALS

The Contractor and each subcontractor shall, insofar as is practicable, give preference to qualified local labor in the hiring of workers for the project.

ARTICLE 12 - PARTIAL PAYMENTS

So long as the work herein contracted for is prosecuted in accordance with the provisions of the Contract, and with such progress as may be satisfactory to the Engineer, the Engineer will make or cause to be made, the first progress estimate the month following the Notice to Proceed and on the same date of each month. Each successive progress estimate will be made on this same date of each month thereafter until completion of the Contract. Each progress estimate shall be an approximation of the proportionate value of the work done up to and including the date the estimate is made and shall be based on material in place and labor expended thereon, but no more than 90 percent of the Contract price of the work shall be paid in advance of full completion of the Contract and its acceptance by the Owner.

When payment on a bid item is to be made on a lump sum basis, and a definite payment schedule has not been established, the Contractor shall submit to the Engineer, a schedule of values on the lump sum item. The schedule shall be submitted before the first application for payment and the schedule shall be prepared in such form and supported by data to substantiate its accuracy. No payments on lump sum items will be made until the breakdown is reviewed and approved by the Engineer. Partial payment on lump sum items shall not in any respect be taken as an admission of acceptance of the completed work, nor shall it relieve the Contractor of any responsibility in completing the work.

ARTICLE 13 - DETERMINATION OF CONTRACT TIME

The time within which the work is required to be completed is of the essence of this Contract. The Contract time shall begin on the calendar day designated in the Notice to Proceed as provided in Article 5 of this Section, and ends with the Owner's acceptance of the work. Calendar days shall be used in computing time for this Contract as defined in Article 6 of General Conditions Section contained herein.

In the event the Contractor performs work which requires engineering layout, supervision or inspection on Saturday or Sunday or a State or Parish recognized holiday, a working day will be charged regardless of the size of the working force or the number of hours worked. Any work done in connection with the continuing or curing, loading of test piles, watering of sod, etc., as is required by the specifications, is excluded from the work defined by this paragraph and a working day will not be charged if this is the only work performed.

The controlling item(s) of work will be determined after careful consideration of the Contractor's approved progress schedule and will be the operation(s) of construction that normally should be in progress at that time, as essential to the orderly completion of the work within the time allowed. If it becomes necessary, the progress schedule may be revised upon request of either party, but before a revision requested by the Contractor shall apply, it must be approved by the Engineer.

ARTICLE 14 - TESTING

Field and laboratory tests shall be provided and paid for by the Owner. Samples of materials to be tested shall be selected by the Engineer. The Contractor shall furnish all materials and samples to be tested and shall make all necessary repairs to test sites as required by the Engineer, at no cost to the Owner.

ARTICLE 15 - MAINTENANCE OF TRAFFIC AND OPERATIONS

Proper signage shall be required when any equipment crosses any public road. The Contractor shall furnish flag men to direct traffic whenever required and shall use all safety precautions necessary such as but not limited to placing signs and flares.

No direct payment will be made for providing and maintaining traffic as required above as directed by the Project Engineer, but all cost thereof shall be included in the contract price bid on pay items.

ARTICLE 16 – MOBILIZATION

Mobilization shall conform to Section 01590.

ARTICLE 17 - PAYMENT FOR NON-BID ITEMS

There shall be no specific payment for any items of work required on the plans or in these documents unless specifically included as a bid item. Payment for bid items shall be considered to include payment for all other required related work required to complete the item not specified as a separate bid item.

ARTICLE 18 - POWER OF ATTORNEY

The power of attorney of the surety company signing the Performance Bond shall be attached to each of the executed copies of the Contract Documents.

ARTICLE 19 - SUBCONTRACTS

The portion of work allotted to be sublet shall constitute not more than fifty percent (50%) of the project. The computation of this percentage shall be based on all of the items shown on the bid form.

ARTICLE 20 - COOPERATION WITH UTILITIES

The Iberia Parish Government will notify all utility companies, pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction made as soon as possible, however the contractor shall place a utility location request from Louisiana One Call and follow all laws pertaining to digging in the State of Louisiana.

Except as hereinafter provided, and regardless of whether the utility is shown on the plans or referred to in the project specifications, all gas lines, wire lines, service connections, gas valve boxes, light standards, cableways, signals and other utility appurtenances within the limits of construction which conflict with and prevent completion of the Contractor's work are to be relocated or adjusted by the owners through negotiations with the Parish at no expense to the Contractor.

Where a utility crosses or otherwise occupies an area within the construction limits of the project and the utility will not have the Parish's required clearance when the work is completed, it shall be the Parish's responsibility to arrange for necessary relocation to the required clearance, at no expense to the Contractor. If the required clearance will exist when the work is completed, the Contractor shall at his own expense, make arrangements with the owner for any relocation or adjustment he considers necessary to his operations. In such cases, upon completion of the work and prior to final acceptance, the final location of the utility must be acceptable to the Parish. Nothing in these requirements shall be interpreted directly or by implication, to mean that the Parish waives any of its rights to control the entrance onto, or location on, its right of way, of any utility or appurtenance.

It is understood and agreed that the Contractor has considered in his bid, all the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

In general, the Contract will indicate any utility items which are to be relocated, adjusted or constructed by the Contractor. The project specifications will indicate the means of adjudication, if any, in case of failure by the utility owner to comply with their responsibility in relocating or adjusting their facilities.

If the Engineer determines that the Contractor is experiencing significant delays in the controlling item(s) of work because of the delays by others in removing, relocating or adjusting utility appurtenances, contract time credits will be considered for such delays.

On the date stipulated in the "Notice to Proceed", the Contractor shall begin work in connection with fencing, clearing, grubbing, removal of structures and obstructions, and relocation and demolishing of buildings and other structures, and shall prosecute such work to completion to avoid delays in removal or adjustment of utilities. The Contractor shall cooperate with officials of utility companies to avoid delays in completion of work due to non-removal or non-adjustment of utilities.

ARTICLE 21- LANDS FOR WORK

The Contractor shall verify, prior to construction, that all rights-of-way, easements, and construction servitudes have been acquired by the Iberia Parish Government.

The Contractor shall contact the Project Engineer **PRIOR** to using any property located outside of the Drainage Servitude to verify that the landowner has given proper permission to do so.

The Contractor shall limit his construction operations to the temporary easements shown on the plans. The Contractor shall not utilize any private area other than the herein mentioned easement unless he has a written agreement with the property owner.

ARTICLE 22 - CONTRACTOR'S SALES TAX RECEIPTS

Prior to award of the contract to the successful bidder, the Contractor shall submit to the Engineer, a receipt from the Sales Tax Collector of the Iberia Parish Government and the Iberia Parish School Board, as evidence that he has registered with the Sales and Use Tax Department.

ARTICLE 23 - LAWS, PERMITS AND FEES

The entire work shall comply with the rules and regulations of the Parish and State. All modifications required by these authorities shall be made without additional charge to the

Owners. The Contractor shall report all required changes to the Engineer and secure his approval before work is started.

If the contractor uses any design, device, material or process covered by patent or copyright, the contractor shall be responsible for such use. The contractor and surety shall indemnify the Owner, any affected third party or political subdivision from claims for infringement due to the use of any such patented design, device, material or process, or any trademark or copyright and shall indemnify the Owner for any costs, expenses and damages due to any infringement during prosecution or after completion of work.

If the contractor submits proposed plans, specifications, manufacturer's data, or any other information or documents to the Owner fore a proposed plan change, value engineering proposal or for any other purpose which may be protected by copyright or trade secret protection, the contractor shall first obtain permission or license from the licensor or any other party having proprietary interest in such documents or information and shall hold harmless, indemnify and defend the Owner at the contractor's sole cost from any damages, expenses or actions arising out of or related to use by the Owner of information or documents supplied by the contractor to the Owner.

ARTICLE 24 - MATERIALS AND EQUIPMENT

All materials, equipment and accessories installed under this contract, shall conform to all rules, codes, etc., as recommended by National Associations governing the manufacture, rating and testing of such materials, equipment and accessories. All materials must be new and of the best quality and first class in every respect. Whenever directed by the Engineer, the Contractor shall submit a sample for approval before proceeding.

ARTICLE 25 - HAZARDOUS CONDITIONS

If, within twenty-four (24) hours after written notice, the Contractor has not corrected or remedied a hazardous condition or defect, the Owner shall take the necessary steps to correct same. All cost shall be charged to the Contractor, and if not paid, shall be withheld from his periodic estimate or from remaining monies due him.

ARTICLE 26 - ENGINEER'S AUTHORITY

The Engineer may alter the construction plans and specifications if he determines it is desirable. The Contractor will be reasonably reimbursed if such changes increase his cost and the Contractor will reasonably credit the Iberia Parish Government should such changes reduce his cost.

ARTICLE 27 - MAINTENANCE OF DRAINAGE

The Contractor shall maintain adequate drainage during construction. The Contractor shall provide for the removal of water from the work area and shall maintain the work area reasonably dry at all times. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract price for the construction items.

ARTICLE 28 - CARE OF STREETS, SIDEWALKS AND ROADS

The Contractor shall be required, at his own expense, to remove all excess materials, debris or other obstruction from the streets or roads immediately after the backfilling has been completed. No cross streets, sidewalks or roads shall be wholly obstructed, except by special permission from the Engineer or as stated elsewhere herein. If at any time, the Contractor neglects to remove such materials or obstruction and place streets, sidewalks, and roads in suitable condition for traffic within the calendar day after having received written notice from the Engineer, the work may be done by the Owner, and the cost thereof charged to the Contractor and deducted from his final estimate. The Contractor shall repair or replace streets, sidewalks, roads and culverts to the satisfaction of the Engineer and parties concerned.

The streets and roadways should remain clean at all times. Any debris or dirt which may be wet from excavation shall be removed daily, as soon as practicable to minimize the hazard to traffic.

The Contractor shall be responsible for repair of all damages caused to the existing streets and roads by his operations at no extra cost to the Owner except as shown on the plans and written in the Bid Form.

The contractor, sub-contractors or suppliers shall observe legal load restrictions when hauling equipment or materials on public roads beyond public limits. A special permit does not decrease the contractors' liability for damage. Except for specified equipment the contractor shall obtain the engineer's written permission to exceed legal; load limits within the project limits. Operating equipment or hauling load that may damage structures, roadway, or any construction is prohibited.

ARTICLE 29 - PROPERTY CORNERS

Property corner pipe and/or iron rods or right-of-way markers that have to be moved during construction will be done by the Contractor by referencing with four points that will not be disturbed either before, during, or after construction, and witnessed by the property owner affected, the Engineer and a representative of the Contractor. The Contractor shall contact each property owner to determine the location of their respective property corners. Upon completion of construction, the property corner pipe or other marker shall be placed in its original location, again having the same witnesses. If this is impractical, then its relationship to its original location will be given the Owner. No direct payment will be made for this item.

ARTICLE 30 – MATERIAL AND EQUIPMENT STORAGE

Materials delivered to the site of the work in advance of their use shall be stored as to cause the least inconvenience and in a manner satisfactory to the Engineer. Materials stored for extended periods shall be protected from the weather and conditions which may damage the material in a manner satisfactory to the Engineer.

When Contractor's equipment, materials or any other item is stored on private lands, the Contractor shall be required to produce a written agreement with the landowner stating the agreed terms and conditions. A copy shall be given to the Owner prior to occupying the property.

ARTICLE 31 - CONSTRUCTION SAFETY REGULATIONS

The Contractors and all Sub-contractors shall be required to comply with all the applicable Safety and Health Standards promulgated by the Secretary of Labor under Section 107, Part 1585 of the Contract Work Hours and Safety Standards Act, latest edition. These rules and regulations shall take precedence over any other counterpart of these plans and specifications in conflict herewith.

ARTICLE 32 - TRUCK MEASUREMENT

All truck beds used for truck measured material shall be initially measured by the Project Engineer or his representative prior to use for that purpose.

If a partially loaded truck bed is used, the material shall be struck off level and the depths of the material measured shall be taken to determine the volume.

ARTICLE 33 - AFFIDAVIT

The successful bidder will be required to execute the Non-Collusion Affidavit found hereafter in these Specifications.

ARTICLE 34 - GRADES AND LINES

The CONTRACTOR shall notify the ENGINEER in writing, by telephone followed by electronic or fax, at least forty-eight (48) hours in advance, of his need for grade and line stakes.

All grades and lines, furnished to CONTRACTOR by ENGINEER, shall be checked by the CONTRACTOR. The ENGINEER shall not be responsible for grade stakes that are disturbed due to accident or vandalism after they have been set. Any apparent errors of line or grade uncovered by the CONTRACTOR shall be promptly reported.

ARTICLE 35 - PROTECTIVE CONSTRUCTION FENCING

The CONTRACTOR shall use protective construction fencing (4 feet high, orange vinyl fencing) every time that a trench, pit or drainage structure location will be left opened overnight. The

kind of material used shall be polyethylene or high density polyethylene manufactured by Tensar Corporation or approved equal. As long as the open condition exists the fencing material shall be left in place. The protective fence shall be supported and secured by fence posts of sufficient strength and length to hold it in place during inclement weather.

There will be no direct payment for this protective fencing requirement. The cost of this fencing material as described above shall be considered incidental, and included in the cost of Clearing and Grubbing.

END OF SECTION

SECTION 01555

TRAFFIC MAINTENANCE AGGREGATE

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of furnishing and constructing aggregate surfacing for maintenance of traffic as directed and in accordance with the following requirements.

1.02 RELATED SECTIONS

02735 – Aggregates
1615 – Miscellaneous Materials

1.03 UNIT PRICES

| Item No. | Pay Item | Pay Unit |
|-----------------|--|-----------------|
| 01555.000 | Traffic Maintenance Aggregate (Vehicular Measurement) | Cubic Yard |
| 0155.001 | Traffic Maintenance Aggregate | Ton |

1.04 MEASUREMENT PROCEDURES

Traffic maintenance aggregate will be measured by the cubic yard or ton in approved hauling vehicles at the point of delivery. No adjustment factor will be used.

When the contract does not include a pay item for “Traffic Maintenance Aggregate (Vehicular Measurement),” this material will be provided and placed at no direct pay.

1.05 PAYMENT PROCEDURES

Payment for traffic maintenance aggregate maintained and subsequently removed (when required) will be made at the contract unit price as specified in Subsection 1.05.

PART 2 PRODUCTS

2.01 MATERIALS

Aggregate for maintenance of traffic shall be stone, wash gravel, recycled Portland cement concrete, or shell satisfactory to the engineer. Reclaimed asphaltic pavement (RAP) may be used for maintenance aggregate on surfaces other than roadway travel lanes.

2.02 EQUIPMENT

Equipment necessary to produce a finished product, meeting specification requirements, shall be furnished and maintained by the contractor.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

The contractor shall satisfactorily place, shape, compact, and maintain areas requiring traffic maintenance aggregate. When directed, the aggregate material shall be reused at adjacent locations when the material can be reasonably shifted by blading at no direct pay. Unless otherwise allowed by the engineer, aggregate surfacing no longer necessary for maintenance of traffic shall be removed and disposed of in accordance with Section 02220.

END OF SECTION 01555

SECTION 01590

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other pre-construction expenses necessary for start of the work, excluding the cost of construction materials.

1.02 UNIT PRICES

| Item No. | Pay Item | Pay Unit |
|-----------------|-----------------|-----------------|
| 01590.001 | Mobilization | Lump Sum |

1.03 PAYMENT PROCEDURES

When the contract does not include a pay item for mobilization, no direct payment will be made for mobilization. When the contract contains a pay item for mobilization, payment will be made at the contract lump sum price, subject to the following provisions:

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 10 percent of the original total contract amount, including this item. Payment of any remaining amount will be made upon completion of all work under the contract.

| <u>Percent of Total Contract Amount Earned</u> | <u>Allowable Percent of the Lump Sum Price for the Item</u> |
|---|--|
| 1st Partial Estimate | 20 |
| 20 | 40 |
| 40 | 60 |
| 60 | 80 |
| 80 | 90 |
| 100 | 100 |

No payment adjustments will be made for this item due to changes in the work.

END OF SECTION 01590

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 1 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection:** Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.03 FINAL COMPLETION

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

1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List:** Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:

- a. Three paper copies, unless otherwise indicated. Engineer will return two copies.

1.05 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid

- disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f.** Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g.** Sweep concrete floors broom clean in unoccupied spaces.
 - h.** Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i.** Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1)** Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - j.** Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k.** Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - l.** Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m.** Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n.** Leave Project clean and ready for occupancy.
- C. Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 01770

SECTION 02220

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of removal and or the relocation of structures, facilities or obstructions, hereinafter referred to as “structures” from the project right-of-way unless specified otherwise.

The removal of a structure from the project right-of-way is the razing, demolishing, and disposal of the structure after salvageable parts, components, and materials, as designated on the plans, have been recovered by the contractor.

The relocation of a structure from the project right-of-way is its movement, resiting, reassembly, restoration, reconstruction or equivalent replacement at a new location outside of and adjacent to the project right-of-way including all service connections, appurtenances and accessories as directed.

For the purpose of this section, structures may include buildings, floor slabs, foundations, fuel tanks, septic tanks, fences, pipes, bridges, drainage structures, pavements, walks, curbs, abandoned pipelines and other similar facilities or obstructions not designated or permitted to remain within the project right-of-way. This work also includes backfilling of resulting trenches, holes and pits. If structures or obstructions are encountered which differ materially from those ordinarily encountered, the provisions of Section II, Article 20 shall apply.

Quality assurance requirements shall be as specified in the latest edition of the DOTD’s publication entitled “Application of Quality Assurance Specifications for Embankment and Base Course.” Erosion control shall be in accordance with Section 02371.

1.05 UNIT PRICES

| Item No. | Pay Item | Pay Unit |
|-----------------|---|-----------------|
| 02220.001 | Removal of Structures and Obstructions | Lump Sum |
| 02220.002 | Removal of Bridges | Each |
| 02220.003 | Removal of Concrete Box Culverts | Each |
| 02220.004 | Removal Portland Cement Concrete Pavement | Square Yard |
| 02220.005 | Removal of Concrete Walks & Drives | Square Yard |
| 02220.006 | Removal of Concrete Curbs | Linear Foot |
| 02220.007 | Removal of Concrete Combination Curb and Gutter | Linear Foot |
| 02220.008 | Removal of Surfacing & Stabilized Base | Square Yard |
| 02220.009 | Removal of Guard Rail | Linear Foot |

| | | |
|-----------|--|------------|
| 02220.2XX | Removal of _____ | Each |
| 02220.3XX | Relocation of _____ | Each |
| 02220.4XX | Excavation, Disposal and Backfilling of Overburden | Cubic Yard |
| 02220.5XX | Excavation, Disposal and Backfilling of Contaminated Soil | Cubic Yard |
| 02220.6XX | Removal and Disposal of Contaminated Fluid | Gallon |

1.06 MEASUREMENT PROCEDURES

Relocating structures will be measured by the unit stipulated in the contract. Each principal structure with its integral appurtenances will be considered as a separate unit.

Removing structures and obstructions will be measured on a lump sum basis or by the unit as stipulated in the contract and shall include appurtenances, foundations, etc. When the contract stipulates that payment will be made for removal of structures and obstructions on a lump sum basis, the pay item will include all required removal of structures and obstructions.

Hauling salvaged materials to specified storage sites will not be measured for payment.

When an item is included for removal of bridges, the removal of the approach slabs will be considered part of the work unless otherwise shown on the plans.

Measurement for removal of contaminated soil and non-contaminated overburden will be by the cubic yard using the in-place quantities as determined by cross-sections.

Measurement for contaminated fluid will be by the gallon.

1.07 PAYMENT PROCEDURES

Payment for the relocation of structures will be made at the contract unit price which will include all costs for moving, resiting, reassembly, restoration, reconstruction or equivalent replacement of the structures.

Payment for removal of structures or specific obstruction items stipulated for removal and disposal under unit price or lump sum pay items will be made at the contract price per unit or lump sum as specified. This will include demolishing, removing and disposing of such items and the excavation and backfill incidental to their removal when required. When the removal is in an area to be excavated and payment for excavation is made under other items, no deduction will be made from the excavation quantities. The price shall also include salvage of materials, their custody, preservation, storage on the right-of-way or as designated on the plans, and disposal.

When a structure has been identified on the plans as containing friable or non-friable asbestos, the price for asbestos removal and disposal will be included in the bid price for

removal, relocation or demolition of the structure. When a structure is found to contain friable or non-friable asbestos and it has not been identified on the plans as containing asbestos, payment for the removal and disposal of the asbestos will be made in accordance with Section II, Article 20.

Payment for routine site closure, removal, transportation and disposal of contaminated soil will be made at the contract unit price which includes all equipment, labor and materials necessary to complete the work including backfilling the excavation.

Payment for removal of non-contaminated overburden will be made at the contract unit price, which includes all equipment, labor and materials necessary to complete the work including backfilling the excavation.

Payment for routine site closure, removal, transportation and disposal of contaminated fluids will be made at the contract unit price which includes all equipment, labor, and materials necessary to complete the work including backfilling any excavation.

If a structure is to be removed or relocated and the contractor enters into an agreement with a property owner for disposition of the structure other than as shown on the plans; or if it subsequently determined that said structure can remain in place, in whole or in part, with or without minor adjustments, and the contractor enters into an agreement with the property owner incorporating such revised determination and any accompanying adjustments regarding said structure, including any damages for leaving the structure in place; the contractor shall furnish such agreement to the engineer for approval. If approval is given by the engineer, the contractor shall furnish the Owner with a Certificate of Release from the property owner for the unit. In case of separate ownership of structure and property, a Certificate of Release from each owner shall be furnished. This certificate shall state that said owner waives all claims for damages to the property and structure to be removed, relocated, left in place or otherwise handled to the owner's satisfaction. The contractor will be paid for removing, relocating or other handling of the structure at the contract unit price as listed under the specified item. If a determination to allow the structure to remain in place involves a decrease in cost to the contractor, including any allowance for damages to the property owner and other adjustment of the contract amount for removal, relocation or other handling of said unit, an allowance will be made in such amount as the engineer deems equitable.

PART 3 EXECUTION

3.01 GENERAL CONSTRUCTION REQUIREMENTS

The contractor shall remove and dispose of all portions of structures or obstructions on the right-of-way, except utilities and those items for which other provisions have been made for removal or relocation. When specified, the contractor shall remove structures and appurtenances that extend beyond the right-of-way or that are entirely on private property. Specified salvageable material shall be removed, without unnecessary damage, in sections, which may be readily transported. Salvageable material shall be stacked at specified storage

areas by the contractor. When no storage sites are specified, salvaged materials shall be delivered to the nearest DOTD maintenance unit. Materials not specified to be salvaged shall be disposed of off the project outside the view of the traveling public with written permission of the property owner on whose property the material is placed. Copies of agreements with property owners shall be furnished to the engineer by the contractor prior to beginning of work. The agreement must contain language holding the Owner harmless from any liabilities from the contractor or property owners, otherwise a Certificate of Release from the property owner will be required before final acceptance. Holes left by structure removal or the removal of materials associated with contaminated soils or sites, shall be filled by blading the area or backfilling with surrounding soil types or soil complying with Subsection 02315-1.08 and shall be compacted as directed to at least the density of the surrounding soils.

The Owner reserves the right to eliminate work items for the removal or relocation of any structures under these items. Such elimination shall not affect contract unit prices on remaining structures to be removed or relocated or unit prices on other items of the contract. The contractor will not be entitled to compensation due to such elimination.

3.02 EXAMINATION

If any fuel storage tanks or contaminated sites are located during construction, the contractor shall stop construction activity in the immediate vicinity of the fuel tank or contaminated site and notify the project engineer who in turn will notify the Owner immediately for guidance. Testing and clean-up by the contractor shall be coordinated by the Owner. Compensation will be in accordance with Section II, Article 20.

If the contractor fails to follow the guidelines of the Owner, and subsequently causes or increases harm or damage to the environment, then all resulting fines and clean-up costs shall be the responsibility of the contractor.

3.07 CONSTRUCTION

A. Special Techniques

- 1. Non-Friable Asbestos:** When a structure contains non-friable asbestos, the contractor shall carefully remove the asbestos without excessive breakage or crushing before removal, relocation or demolition of the structure. The non-friable asbestos material shall be disposed of at an approved industrial landfill.
- 2. Friable Asbestos:** When a structure contains friable asbestos, the contractor shall immediately notify the Department of Environmental Quality (DEQ), Air Quality Division and request that DEQ provide a confirmation letter with an Asbestos Disposal Verification Form (ADVF). The contractor shall complete the ADVF within 90 calendar days from the date of issue. When this information is available, the Owner will indicate on the plans which structures contain friable asbestos. Only contractors or subcontractors certified by DEQ as Asbestos Abatement Entities shall remove friable asbestos from structures. The asbestos removal shall be performed

before removal, relocation or demolition of the structure. Friable asbestos removal, handling and disposal shall be performed in accordance with the latest requirements for asbestos abatement of the DEQ, Air Quality Division.

The contractor shall maintain, and furnish to the Owner, Chain of Custody verification records for the friable asbestos from the work site to the disposal site. These records will become part of the permanent project records.

- 3. Underground Fuel Tanks:** Before removal, underground fuel tanks shall be registered with the DEQ by the Owner as abandoned underground storage tanks. The contractor shall notify the project engineer in writing at least 45 calendar days prior to removal of tanks. The engineer will immediately notify the Owner. All site activities, including the collection of closure samples and tank removal, as defined in the latest DEQ Underground Storage Tank (UST) regulations, shall be performed by a DEQ approved contractor. Closure test results, all documentation, and all necessary forms shall be submitted by the contractor to the Owner to be approved and forwarded to DEQ. The contractor and/or the subcontractor shall note that all contact and/or coordination with the DEQ is to be the responsibility of the Owner.

The contractor shall take all necessary precautions to prevent the infiltration of water into tanks and tank excavations during the work.

During routine site closure, the removal, transportation and disposal of tanks, and the handling of contaminated soil and contaminated fluid shall be in accordance with all local, state, and federal laws and regulations. Limits of excavation and quantities of contaminated soil and contaminated fluid to be removed, transported and disposed shall be as specified.

- 4. Contaminated Soils:** Soil contaminated with Benzene, Toluene, Ethyl Benzene and Xylene (BTEX) levels greater than 50 ppm and/or regulated levels of Total Petroleum Hydrocarbons-Gasoline (TPH-G) and/or Total Petroleum Hydrocarbons-Diesel (TPH-D), or other identified toxic materials, in areas of underground fuel tanks or other areas shall be excavated by the contractor as shown on the plans or as directed.

The contractor shall remove the overburden above the contaminated soil to the dimensions shown on the plans or as directed. The contractor shall also excavate the contaminated soil at the locations shown on the plans or as directed. The contaminated soil shall be loaded into approved hauling vehicles by the contractor and be disposed of in a disposal site approved by the DEQ. The contractor shall furnish the engineer Chain of Custody verification records for the contaminated soil. The Materials and Testing Section will verify that all contaminated soil has been removed.

While the excavation is open, the contractor shall build and maintain a soil berm around the excavation to prevent surface water runoff from entering the excavation.

The removed overburden may be used to construct the berm and backfill the excavation.

Removal and disposal of contaminated soils will be in accordance with all local, state and federal laws and regulations.

- 5. Contaminated Fluids:** Contaminated fluid in underground fuel tanks, in areas of underground fuel tanks or other areas as shown on the plans or as directed shall be removed and disposed of by the contractor.

The Owner will determine the quantity of contaminated fluid to be removed.

The contractor shall pump the contaminated fluid into approved hauling vehicles. Contaminated fluid in underground fuel tanks shall be removed before tank removal.

The contaminated fluid shall be disposed of in a disposal site approved by the DEQ. The contractor shall furnish the engineer Chain of Custody verification records for the contaminated fluid.

The Owner will verify the removal of the contaminated fluid.

Removal and disposal of contaminated fluids will be in accordance with all local, state and federal laws and regulations.

- 6. Bridges and Drainage Structures:** Bridges, including approach slabs, and drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic.

Unless otherwise directed, substructures shall be removed to natural stream bottom and those parts outside the stream shall be removed to 1 foot below natural ground surface. Existing structures within the limits of a new structure shall be removed as necessary to accommodate construction of the new structure.

Steel or wood bridges to be salvaged shall be dismantled without unnecessary damage. Dismantling shall include stripping hardware and removing nails. Steel members shall be match-marked before dismantling.

Explosives shall be used in accordance with Subsection 3.07 (A)(9). Blasting or other operations necessary for removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to placing the new work.

- 7. Pipe:** Pipe to be relaid shall be removed and stored so that there will be no loss or undue damage before relaying. The contractor shall replace sections lost from storage or unduly damaged at no direct pay. When specified, pipe not to be relaid and considered usable shall be salvaged, cleaned of soils or other materials, stored and stacked.

- 8. Pavement, Base Courses, Walks, and Curbs:** Pavements, stabilized or treated base courses, walks, curbs, gutters, etc., designated for removal, shall be disposed of in accordance with these specifications and as directed.

B. Sequences of Operation

- 1. Removing Structures:** Unsalvageable materials in a structure designated for removal shall become the property of the contractor and shall be removed and disposed of by the contractor.

Appurtenances forming an integral part of the structure are considered part of the structure and shall be demolished and removed in the same manner as the structure. Appurtenances associated with the structure, but not an integral part thereof, shall be demolished and removed by the contractor.

Washhouses, garages, other outbuildings, cisterns and other appurtenances used in conjunction with a structure shall be demolished. The contractor shall also remove existing yard fences, drives and walks, and shrubbery. All of the above shall be considered as appurtenances not integral to the structures to be demolished. All abandoned wells shall be plugged and sealed in accordance with the "Water Well Rules, Regulations, and Standards, State of Louisiana."

Demolishing of a structure, any part of which is used as a service station, shall include the removal of gasoline pumps, tanks, pipes, signs and other appurtenances. Underground fuel tanks will be removed in accordance with Subsection 3.07 (A)(3). Existing underground fuel tanks shall not be reused or used for other purposes.

Material in existing foundations, concrete or masonry floors, chimneys and other appurtenances, shall be removed and disposed of by the contractor.

Cattle pens, cane derricks, cattle guards or other such structures shall be removed and disposed of by the contractor.

- 2. Relocating Structures:** Structures to be relocated shall be placed in their new locations as directed, and be restored to their original condition. Structures to be relocated shall be placed on foundations of the same type and character as the original foundations.

Appurtenances forming an integral part of the structure are considered part of the structure and shall be removed and relocated in the same manner as the structure. Appurtenances associated with the structure, but not an integral part thereof, shall be removed, relocated or replaced as directed with appurtenances of the same size, type and character as existed before the structure was relocated.

Sanitary sewers, water, gas, electric, television cable, and telephone service lines connected to structures being relocated shall be disconnected without unnecessary interruptions of the occupants of structures being moved. The contractor shall be responsible for all notices to public utility companies and for all fees charged by them. The contractor shall also relocate existing yard fences, drives and walks and extend same as necessary. Existing shrubbery shall be removed and replanted at new locations as designated. All of the above shall be considered as appurtenances not integral to the structures to be removed and relocated.

All abandoned wells shall be plugged and sealed in accordance with the "Water Well Rules, Regulations, and Standards, State of Louisiana." Relocated wells shall conform to the Sanitary Code of the State of Louisiana as prepared and promulgated by the Louisiana State Board of Health.

Material in existing foundations, concrete or masonry floors, chimneys and other appurtenances, when not used in reconstruction of appurtenances, shall be removed and disposed of in accordance with Subsection 3.07. New material required in performing any of these operations shall be furnished by the contractor at no direct pay.

Contents of structures shall be relocated with the structure to its new site. When not feasible to relocate structures with contents therein, the contents shall be removed from the structure at its original location and replaced in the relocated structure without damage or loss to contents.

Cattle pens, cane derricks, cattle guards or other such structures, shall be relocated on or beyond the right-of-way line as directed. Materials in structures suitable for reuse may be utilized in their reconstruction. New materials required shall be similar in kind to that in place and shall be furnished by the contractor at no direct pay.

Prior to removal of butane or propane gas tanks, the contractor shall obtain the written approval of the Louisiana Liquefied Petroleum Gas Commission. Existing underground butane or propane gas tanks shall not be reused or used for other purposes. The contractor will be reimbursed for the cost of the new tank upon presentation of the original receipted bill.

The contractor shall furnish the engineer a Certificate of Release from each property owner, and in case of separate ownerships of structure and property, a Certificate of Release from each owner shall be furnished. This certificate shall state that the relocated structures are in an acceptable condition and that said owner waives all claims for damages to the property and structures relocated. When the contractor is unable to secure a Certificate of Release from the property owner, the contractor shall submit an executed Form 671-A, Contractor's Affidavit, to the engineer.

END OF SECTION 02220

SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of required clearing, grubbing, removing and disposing of vegetation and debris within the limits of the right-of-way and easement areas, except such items that are designated to remain or to be removed under other items.

1.02 UNIT PRICES

| Item No. | Pay Item | Pay Unit |
|-----------|---|------------|
| 02230.001 | Clearing and Grubbing | Lump Sum |
| 02230.002 | Clearing and Grubbing (Type I) | Linear Ft. |
| 02330.003 | Clearing and Grubbing (Type II) | Linear Ft. |
| 02330.004 | Clearing and Grubbing (Type III) | Linear Ft. |
| 02230.010 | Clearing and Grubbing Trees (12"-24" Diameter) | Each |
| 02230.011 | Clearing and Grubbing Trees (24"-36" Diameter) | Each |
| 02230.012 | Clearing and Grubbing Trees (36"-48" Diameter) | Each |
| 02230.013 | Clearing and Grubbing Trees (48"-60" Diameter) | Each |
| 02230.014 | Clearing and Grubbing Trees (60"-72" Diameter) | Each |
| 02230.015 | Clearing and Grubbing Trees (72" Diameter-over) | Each |

1.03 MEASUREMENT PROCEDURES

Clearing a grubbing will be measured on a lump sum basis or by the unit as stipulated in the contract. When the contract stipulates that payment will be made for clearing and grubbing only on a lump sum basis, the pay item will include all required clearing and grubbing. When the contract does not stipulate a pay item for clearing and grubbing, no payment will be made. No measurement of area will be made for payment.

When the contract stipulates that payment will be made for clearing and grubbing trees (diameter), the contractor shall be paid per each. The tree diameter will be the diameter at breast height as measured by the ENGINEER.

1.04 PAYMENT PROCEDURES

When a pay item is included in the contract, payment for clearing and grubbing will be made at the contract lump sum price. Partial payment will be limited to 30 percent of the original total contract amount until the contractor has earned 40 percent of the original total contract amount. When clearing and grubbing consists of more than 50 percent of the contract amount, payment will be made for the work completed. When clearing and

grubbing consists of a small (less than 10% of the project length) concentrated area, payment will be made when the work is completed.

When the contract does not contain an item for Clearing and Grubbing, the work will be at no direct pay.

When an item is included for Clearing and Grubbing Trees (diameter), payment will be made at the contract unit price per each.

When the contract does not contain an item for Clearing and Grubbing Trees (Diameter), the work will be at no direct pay.

1.05 QUALITY ASSURANCE

Quality assurance requirements shall be as specified in the latest edition of the DOTD's publication entitled "Application of Quality Assurance Specifications for Embankment and Base Course."

PART 2 EXECUTION

2.01 CLEARING AND GRUBBING

This work consists of cutting trees, logs, brush, stumps and debris; excavating and removing stumps, roots, submerged logs, snags, and other vegetative or objectionable material; disposing of removed material in accordance with Subsection 02220-3.01; and cleaning the area. When fencing or utility relocation is required, an area 10 feet wide, adjacent to and inside the right-of-way line, shall be cleared and grubbed.

Erosion control shall be in accordance with Section 02371.

The engineer will designate trees, shrubs, plants and other items to remain. The contractor shall preserve the items designated to remain. Equipment, materials and supplies shall not be stored in proximity of items designated to remain. Trees shall be removed without damaging items marked to remain. In case of damage to bark, trunks, limbs or roots of vegetation marked to remain, the contractor shall repair such damage at no direct pay by horticultural and tree surgery practices published by the American Association of Nurseymen (AAN). Trees shall not be felled outside of the right-of-way. Damage outside the right-of-way caused by the contractor's operations shall be the contractor's responsibility.

Clearing and grubbing shall be done within the construction limits and to a point in fills 15 feet beyond the toes of foreslopes and in cuts 15 feet beyond the tops of backslopes, when width of right of way permits, or to the limits shown on the plans; also from areas required for outfall ditches and channel changes. Trees, stumps, roots and other protruding vegetative obstructions not designated to remain shall be cleared and grubbed (including mowing when required). Undisturbed stumps, roots and nonperishable solid

objects which will be a minimum of 4 feet below the subgrade or slope of embankments will be permitted to remain provided they do not extend more than 6 inches above the original ground line or low water level. Some loose limbs and roots approximately 2 inches x 2 feet and smaller may be allowed to remain, however, excessive amounts will not be allowed.

Explosives shall not be used unless approved by the Owner.

Stump holes and other holes left from clearing and grubbing shall be filled by blading the area or backfilling with existing materials or soil complying with Subsection 02315-1.08 (E) (1) and compacted to at least the density of the surrounding soils.

Merchantable timber in the area to be cleared which has not been removed from the right-of-way prior to the beginning date stipulated in the Notice to Proceed shall become the property of the contractor.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed at no direct pay. Branches of trees extending over the roadbed shall be trimmed to a height of 20 feet above the pavement. Trimming shall be done in accordance with accepted horticultural and tree surgery practices published by AAN.

END OF SECTION 02230

SECTION 02315

EXCAVATION AND EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of excavation, disposal, placement and compaction of materials for which provisions have not been made under other Sections of these specifications. This work shall include excavation and embankment construction for roadways and other structures, excavation for ditches and channels, and other grading operations necessary for the work in accordance with these specifications and in conformity with the lines, grades, thicknesses and typical sections shown on the plans or established. When contaminated soils or underground tanks are encountered, handling shall be in accordance with Section 02220.

Disposal of material shall be in accordance with Subsection 02220-3.01.

The plans may include data regarding the boring and classification of existing materials. The Owner does not guarantee that the individual samples are representative of the entire project, and bidders are required to study, make interpretations and additional investigations, as necessary, at no direct pay.

The contractor shall comply with Subsection 1.11 of these specifications for work in, over or adjacent to navigable waters and wetlands, and shall comply with Subsection 1.11 of these specifications when cultural artifacts, historical sites or archaeological sites are encountered.

Quality assurance requirements shall be as specified in the latest edition of the DOTD's publication entitled "Application of Quality Assurance Specifications for Embankment and Base Course."

Excavated material may be used in accordance with Subsection 1.08 (E).

Erosion control shall be in accordance with Section 02371.

1.02 UNIT PRICES

| Pay Item | Description | Pay Unit |
|-----------------|---------------------------|-----------------|
| 02315.001 | General Excavation | Cubic Yard |
| 02315.002 | Drainage Excavation | Cubic Yard |
| 02315.003 | Muck Excavation | Cubic Yard |
| 02315.004 | Embankment | Cubic Yard |
| 02315.005 | Non-plastic Embankment | Cubic Yard |
| 02315.006 | Excavation and Embankment | Lump Sum |

| | | |
|-----------|---|-------------|
| 02315.007 | Excavation and Embankment | Station |
| 02315.008 | Borrow (Vehicular Measurement) | Cubic Yard |
| 02315.009 | Geotextile Fabric (Excavation & Embankment) | Square Yard |
| 02315.017 | Grading of Existing Ditch | Linear Foot |
| 02315.01x | Borrow (Vehicular Measurement) ("Soil Type") | Cubic Yard |
| 02315.015 | Non-Woven Fabric (Type) | Square Yard |

1.03 MEASUREMENT PROCEDURES

Unless otherwise specified, borrow material in accordance with 1.08 (D) and plastic soil for slopes in accordance with 1.08 (E) (6) will be considered incidental to the embankment and will not be measured separately, but will be measured as embankment.

Measurement of undercut will be from subgrade or original ground, which ever is lower.

No measurement will be made for excavation for culverts or culvert headwalls.

When the grade line of a pipe or box culvert is raised or lowered more than 2 feet from the grade line shown on the plans or is relocated to a site requiring an equivalent change on excavation, payment will be increased or decreased accordingly at the rate of three times the contract unit price for General Excavation (or Embankment if General Excavation is not a contract pay item). The volume to be used in the increase or decrease will be a rectangular solid the length of the pipe or box culvert, the outside width of the pipe or box culvert plus 3 feet, and the average change in invert elevation minus 2 feet.

A. General Excavation, Embankment and Nonplastic Embankment: The measurement of quantities will be computed by the average end area method and will be that area bounded by (1) the original ground line established location (plan), cross sections (if accurate), or new original cross section obtained by the engineer, and (2) the final theoretical pay line as shown on the plans, or established by the engineer, adjusted for field changes.

After clearing and grubbing operations, the Owner will take original cross sections for the entire length of the project. From these sections the accuracy of the location cross sections will be determined by using random sections not farther apart than 1000' linear feet and centerline elevations at intervals of 100 linear feet. The location of cross sections will be considered to be usable if the average of the differentials do not exceed +/- 0.3 foot. For significant portions of the project the obvious errors between location and original cross sections, the Owner's original field cross sections will be used will not be part of the verification process. In all cases where location sections are unavailable, new originals are to be taken and used.

The final theoretical pay line shall be derived from the profile grade, typical section and ditch grades shown in the plans, along with approved plan changes and other

field changes made by the engineer. No increase in quantities will be authorized for overbuilding unless directed by the engineer.

Pay lines for surcharged embankments will be the theoretical surcharge lines shown on the plans. No measurement will be made for removing and disposing of excess surcharge materials.

When payment is made for embankment in its final position, no additional quantity will be measured due to settlement, compaction, erosion or other cause.

Excavation and embankment for crossovers, turnouts, driveway approaches or other minor installations will not be included in the measurement.

- 1. Plan Quantity:** The quantities of excavation and embankment will be those shown in the plans, provided the project is constructed essentially to the theoretical pay line.

When the plans have been revised or when disagreement exists between the contractor and the engineer as to the accuracy of the plan quantities for the entire project, or any substantial portion thereof, either party may require that quantities be revised. The party requesting the revision will be responsible for isolating and detailing the error in an easily understood format, which may include cross sections, sketched, and computations. The revision will be verified and agreed to by the other party.

- 2. Final Field Cross Sections:** When payment lines are not shown on the plans and cannot be established, in lieu of final theoretical pay lines, final field cross sections will be used to determine pay quantities for excavation and embankment.

If deficient excavation and embankment areas are permitted to remain without correction, the Owner reserves the right to determine pay quantities based on final field cross sections in lieu of theoretical pay lines.

- B. Drainage Excavation and Muck Excavation:** After completion of all excavation operations at each individual location, measurement will be made in accordance with Subsections 1.06(A) (1) or 1.06 (A) (2). Elevations for underwater mucking will be determined in accordance with DOTD TR 426.

A depth tolerance of ± 1.5 foot in mucked areas will be permitted. Overdepth and overwidth will be waived at no direct pay; however, no measurement for payment will be made for additional embankment material required to backfill areas beyond theoretical muck lines.

C. Excavation and Embankment

1. **Linear Measurement:** When excavation or embankment is to be measured on a linear basis, the length will be measured along the centerline or the baseline used in the plans and includes performing the excavation, embankment and grading work necessary for construction of the project. It is the contractor's responsibility to determine quantities of earthwork necessary to complete this item.

When an item for borrow material is not included in the contract, payment for necessary borrow material will be made under this item.

2. **Lump Sum Measurement:** When excavation and embankment is to be measured by the lump sum, this item includes performing the excavation, embankment, and grading work necessary for construction of the project. It is the contractor's responsibility to determine the correct quantities of earthwork required to complete this item. No adjustment in contract price will be made due to errors in any estimated earthwork quantities shown on the plans. Payment for the required borrow material will be included in the contract price for this item.

D. Borrow (Vehicular Measurement): The material will be measured by the cubic yard in approved hauling vehicles at the point of delivery in accordance with LA DOTD's Standard Specifications for Roads and Bridges, 2000 Edition, Subsection 109.01.

E. Geotextile Fabric: Geotextile fabric will be measured by the square yard of covered area in place.

1.04 PAYMENT PROCEDURES

Payment for the accepted quantities will be made at the contract unit prices which includes furnishing the equipment, labor and materials necessary to complete the items.

Payment for roadway obliteration will be made as general excavation. Blading and shaping to drain will be considered incidental and will not be measured for pay. Excavation, other than blading and shaping, generally over 1 foot in depth over a substantial area, will be paid as general excavation for the full depth of cut.

Payment for undercut will be as general excavation, and payment for required usable soil for backfilling will be made as embankment. In cases when undercut operations are separate from normal earthwork and separate records can be kept, undercut may be paid in accordance with DOTD's Standard Specifications for Roads and Bridges, 2000 Edition, Subsection 109.04 when requested by the contractor in advance, or if the project engineer has sufficient records, without an advance request.

Plastic soil blanket will be included in the pay volume for the embankment.

No direct payment will be made for acquisition of borrow materials outside the right-of-way; acquisition of right-of-way and constructing haul roads; stockpiling and rehandling of materials; precautionary measures to protect private property and utilities; or furnishing necessary water and watering equipment.

Excavation for plastic soil blanket in cut sections, when required, will be made as general excavation and payment for the required plastic soil blanket will be made as embankment.

Unless a pay item is provided, no direct payment will be made for providing a gradual transition from the existing ditch conditions to the new ditch grade as called for in the plans or as required by the engineer.

1.05 DEFINITIONS

- A. General Excavation:** General excavation consists of the excavation of materials, as required by the plans, except drainage, muck and structural excavation.
- B. Drainage Excavation:** Drainage excavation includes the excavation for drainage beyond the limits of the roadway section except for wing ditches at cuts. Drainage excavation also includes inlet and outlet ditches to structures or roadways; changes in or deepening of channels of streams, berm ditches, ditches parallel or adjacent to the roadway beyond the limits of the roadway section; and material excavated from areas under bridges.
- C. Muck Excavation:** Muck excavation consists of the removal of water saturated soils, organic matter or debris. Materials which will decay or produce subsidence in the embankment, or materials containing decaying stumps, roots, logs, humus or other material are not satisfactory for use in the embankment. The engineer will determine the material to be removed. Material which cannot be used shall be removed and disposed of in accordance with Subsection 02220-3.01.
- D. Borrow:** Borrow is defined as soils required for construction of embankments or other portions of the work in excess of soils obtained from excavation. Borrow shall be obtained from an approved source and shall be used in accordance with Subsection 1.08 (E). The contractor shall make arrangements for obtaining borrow at no direct pay.

Securing of an exclusive option by a contractor on borrow areas or materials for the work will be considered a violation of Louisiana law and will be a basis for rejection of bids or such other action the Owner deems advisable.

Prior to requesting the borrow pit be bored, the contractor shall furnish the Owner a written agreement stating the contractor has agreed to purchase the borrow material if the material meets contract specifications.

The contractor shall notify the engineer in writing a minimum of 30 calendar days in advance of borrow operations so that samples may be taken and soil tests completed prior to beginning borrow operations.

Sites from which material has been removed shall, upon completion of work, be left in an acceptable condition.

Unless otherwise authorized in writing, borrow pits, gravel pits and quarry sites shall be located at least 300 feet from the right-of-way. When sources of borrow are located adjacent to a stream or river listed on the National System of Wild and Scenic Rivers or the Louisiana Natural and Scenic Rivers System, borrow pits, and any stockpiled materials shall be located at least 300 feet from the natural stream or river bank.

The borrow area shall be surveyed with a base line staked. Both the engineer and laboratory shall be furnished with a location plat and borrow pit plat. The contractor will not be permitted to begin borrow operations until materials are approved for use.

Sampling of soils from open excavations made by the contractor in lieu of borings will be allowed provided the open excavations display and allow sampling of each soil strata and the excavation is at no cost to the Owner.

- E. Grading of Existing Ditch:** The grading of existing ditch as called for in the locations specified in the plans shall consist of grading and disposal of the excavated material resulting from the work needed to place the ditch on the required grade.

- F. Soil Usage:** The laboratory will test and classify soil in accordance with DOTD TR 423 from samples taken in the original location. Soil shall be classified and approved prior to its being placed in embankments or other final positions on the project. Blending in the pit by approved methods to adjust percent silt or sand will be permitted. Soils which do not meet PI requirements shall not be blended or treated to reduce PI.

Soil properties will be determined as follows:

| <u>Property</u> | <u>Test Method</u> |
|-----------------|--------------------|
| PI | DOTD TR 428 |
| LL | DOTD TR 428 |
| % Organic | DOTD TR 413 |
| % Silt | DOTD TR 407 |
| pH | DOTD TR 430 |

- 1. Usable Soils:** Usable soils shall have a PI of 25 or less, an organic content of less than 5 percent and a maximum silt content of 65 percent.

2. **Selected Soils:** Selected soils are natural soils with a maximum PI of 20, maximum Liquid Limit of 35, a maximum organic content of 5 percent, and a maximum silt content of 65 percent.

When specified, selected soils to be used for in-place cement stabilization shall be in accordance with Section 02715.

3. **Nonplastic Embankment:** Nonplastic embankment shall be as specified in Subsection 3.07 (A).
4. **Headers:** Headers are that portion of the embankment within 500 feet of a bridge end. Headers shall be constructed for their full height with usable soils having a minimum PI of 12 and a maximum PI of 25. No lime treatment to the soil to meet the PI requirements will be permitted.
5. **Embankments other than Headers:** When embankments are 8 feet or less in height, they shall be constructed with usable soils, except soil with a PI greater than 25 and less than 35 will be permitted when treated with a minimum of 6 percent lime, by volume, provided the organic content and silt requirements given in Heading (1) are met. If the contractor uses lime treatment, it will be at no direct pay. Lime treatment shall be Type E Treatment conforming to Section 02342.

When embankments exceed 8 feet in height, the soils below 8 feet shall be usable soils, except that soils with a PI greater than 25 and less than 35 will be permitted without lime treatment provided the organic content and silt requirements given in Heading (1) are met. The soils above 8 feet shall meet the requirements of Heading (5) (a).

Soils with a PI of 35 to 45 inclusive may be used in embankments in the portion below 8 feet provided they are treated with a minimum of 10 percent lime, by volume, and provided the organic content and silt requirements given in Heading (1) are met. Lime treatment shall be Type E conforming to Section 02342. When the contractor uses lime treatment, it will be at no direct pay.

The contractor may request in writing that usable soils for temporary detour roads have a PI not to exceed 45 and a maximum silt content of 75 percent provided:

- A. This material will be removed and not become part of the permanent embankment
- B. The contractor agrees to take responsibility for any additional maintenance required.

G. Plastic Soil for Slopes:

- 1. Embankment Material:** The outside layer of embankment (fill sections) will consist of a plastic soil blanket in accordance with Subsection 3.07 (B). Sampling in the pit may be allowed if an identifiable strata can be isolated. Otherwise, sampling will be from dedicated stockpiles.
- 2. Cut Slopes, PI less than 10:** When soils having a PI less than 10 exist on cut slopes, the contractor shall undercut 12 inches and place a plastic soil blanket conforming to Subsection 3.07 (B).
- 3. Cut Slopes, PI 10 or greater:** When soils having a PI of 10 or greater and a pH less than 5.5 or greater than 8.5 exist on cut slopes, the contractor shall undercut and place a plastic soil blanket conforming to Subsection 3.07 (B). In lieu of furnishing a plastic soil blanket, the soil may be modified in place so that the pH of the soil complies with the requirements of Subsection 3.07 (B) at the option of the engineer in concurrence of the contractor. In such case payment will be in accordance with existing items or DOTD's Standard Specifications for Roads and Bridges, 2000 Edition, Subsection 109.04, as applicable, not to exceed the cost of undercut and replacement.

H. Usable Soils for Slope Adjustments and Shoulder Widening: When the thickness of embankment material used for slope adjustment is less than 12 inches, a plastic soil complying with Subsection 3.07 (B) will be required. If the thickness is greater than 12 inches, the contractor will be allowed to substitute plastic soil for usable soil, provided the widening is not directly below a paved shoulder.

1.06 QUALITY ASSURANCE

The contractor shall locate, select, and place material conforming to specification requirements. The contractor shall control his processes, including performing tests and making adjustments as necessary, to result in a uniform quality product meeting all the requirements of the plans and specifications. Tests for in-place moisture content shall be performed in accordance with DOTD TR 403, at a frequency that will ensure that the material is within the tolerances of optimum moisture. Tests for in-place density shall be performed by the contractor in accordance with DOTD TR 401 at a frequency that will ensure that the compactive effort is producing a uniform product that conforms to specification requirements. The contractor shall control placement and finishing to ensure conformance with the lines, grades, thickness, and typical cross-sections shown on the plans or established.

Sections will be inspected prior to acceptance testing. Obviously deficient areas shall be corrected prior to acceptance testing.

1.07 PROJECT/SITE CONDITIONS

A. Navigable Waters and Wetlands: All work in, over, adjacent to navigable waters or wetlands shall be conducted in accordance with rules and regulations of the U.S. Army Corps of Engineers and U.S. Coast Guard.

Navigable clearances on waterways shall not be infringed upon, and existing navigable depths shall not be impaired except as allowed by permits issued by the responsible agency.

The Owner will obtain a permit from the U.S. Army Corps of Engineers and U.S. Coast Guard relative to approval of construction plans for bridges, causeways, embankments, dredging, spoil disposal, etc., for work in navigable waters or wetlands. The contractor will be furnished a copy of the permit and shall comply with all provisions and conditions of the permits. When required by permit, upon completion and before final acceptance of the project, the contractor shall furnish the Engineer 8-by-10-inch color photographs of the bridge from abutment to abutment, two photographs looking upstream and two looking downstream. The prints shall be glossy finish, mounted on linen. These photographs will be furnished at no direct pay.

The contractor shall prepare reproducible drawings complying with the standards of the U. S. Coast Guard and the U. S. Army Corps of Engineers showing falsework construction, test piles or other temporary pile driving operations, erection sequence, temporary navigational lighting, location of equipment and barges in the navigable limits and other drawings required by the permit agencies. Drawing sizes shall be 8-by-10 ½ inches with a 1-inch border on the top or short side. The drawings shall be submitted to the Engineer for approval and transmittal to the appropriate agency. Construction of falsework, test pile operations and erection or operation of construction equipment within the navigable limits shall not commence until drawings are approved.

The contractor shall display lights on equipment operating, berthed or moored in navigable streams, and provide temporary navigational lighting on temporary and permanent construction in the navigable limits as required by the U. S. Coast Guard.

Should the contractor sink, lose or throw overboard any material, machinery or equipment which may be dangerous to navigation, it shall be immediately removed or recovered. The contractor shall give immediate notice of such obstruction to proper authorities and, if required, shall mark or buoy such obstruction until it is removed.

The contractor shall not deposit excavated material into the waterway or wetland without a permit from the appropriate agency.

All operations in connection with the work shall be in accordance with permits, rules and regulations of the U. S. Army Corps of Engineers and the U. S. Coast Guard. Deviations therefrom shall be only by special permission or special permit which shall be the responsibility of the contractor. Failure of the contractor to become familiar with the terms, conditions and provisions of the permits, rules regulations applicable to the work shall not relieve the contractor of responsibility under the contract.

The contractor shall conduct operations to cause minimum interference with marine operations. If such interference is necessary, the contractor shall notify the Engineer, in writing, sufficiently in advance so that the Department may obtain approval from the U. S. Coast Guard at least 3 weeks prior to said interference.

Copies of Owner obtained permits are available in the Engineer.

Copies of any special permits obtained by the contractor shall be submitted immediately to the Engineer.

B. Archaeological and Historical Findings: If the contractor encounters cultural artifacts or archaeological or historical sites, operations shall be discontinued. The engineer will contact the proper authorities in order that the appropriate assessment may be made to determine the disposition thereof and necessary actions relative to the site. When directed, the contractor shall excavate the site to preserve the artifacts encountered. Such excavation will be paid for as extra work, including an appropriate adjustment in contract time. Borrow and muck disposal areas furnished by the contractor will be subject to such assessment prior to use.

PART 2 EXECUTION

2.01 GENERAL REQUIREMENTS

Excavation and embankment construction consists of constructing roadway embankments, including preparation of areas on which they are to be placed; constructing drainage excavation; backslope construction; constructing dikes, when required; placing and compacting approved material in areas where unusable material has been removed; placing and compacting embankment material in holes, pits and other depressions; and placing and compacting embankment materials for backfilling structures. Prior to beginning excavation, grading or embankment operations in an area, all necessary clearing and grubbing in that area shall have been completed. Embankment materials shall not be placed or spread on portland cement concrete or asphaltic concrete pavements. Pavement surfaces, edges and joints shall not be damaged during embankment operations.

Final excavation and embankment slope lines shall be uniform in appearance. Measurements shall be made as necessary to assure that the elevations at the top, bottom, and intermediate breaks in the slope are such that a minimum acceptable slope is

achieved. The slopes shall be straight without valleys or humps, as determined by visual inspection. If an apparent discrepancy is discovered upon visual inspection, measurements shall be taken a minimum of every 10 feet measured along the slope between theoretical break points in the embankment. When these measurements reveal slope variances by more than 0.03 ft/ft too steep, or 0.15 ft/ft too flat, the slopes shall be reworked by the contractor until these criteria have been met. The top of embankment shall not vary from the established grade by more than +/- 0.1 foot.

Embankment material shall be used in accordance with Subsection 1.08 (E) and shall be placed in uniform layers not exceeding 12 inches of uncompacted thickness. Each layer shall be placed for the full width of embankment, brought to a uniform moisture content, and compacted by approved methods to a minimum of 95.0 percent of maximum dry weight density before the next layer is placed. Maximum dry weight density will be determined in accordance with DOTD TR 415 or TR 418 and percent in-place density in accordance with DOTD TR 401. The density of the embankment shall be such that the density of the type of base course being constructed as given in the table 02710-2 shall be met. The moisture content at the time of compaction, tested in accordance with DOTD TR 403, shall be within a range of -2.0 percent and +4.0 percent of optimum established in accordance with DOTD TR 418 or the lifts shall be reprocessed and recompact until these requirements are met. Operations shall be conducted to prevent lamination between lifts. Laminations between lifts shall be corrected prior to placing additional lifts. Surfaces of excavated areas and embankments shall be smooth and uniform. Material outside construction limits shall not be disturbed.

Excavated material shall become the property of the contractor. Soils from excavation areas may be used when approved in embankments or other finished sections. Surplus or unusable excavated material shall be disposed of by the contractor in accordance with Subsection 02220 or as provided in this Subsection.

Drainage excavation and rough grading shall be performed simultaneously, unless otherwise directed or permitted. Roots, stumps or other vegetative obstructions in sides and bottom of ditches and channel changes shall be cut to conform to required cross section and grade. Excavated material shall be placed sufficient to protect the integrity of the slope but in no case closer than 3 feet from the edge of ditch.

Grading of existing ditches shall be performed to the satisfaction of the engineer in the required areas in order to maintain proper drainage within existing ditches or to provide a gradual transition from the existing conditions to the new ditch grade. Excavated material shall be disposed by the contractor at no additional cost to the owner.

When obliteration of old roadways is required, it shall include grading operations necessary to satisfactorily incorporate the old roadway into the new roadway and surroundings in order to provide a pleasing appearance and to allow drainage.

When preparing surface layers on which the embankment or base is to be placed, the engineer may require the contractor to attempt all normal earthwork construction

methods before undercutting or modifying the soil with additives. Such construction methods shall include, but are not limited to, the following and will be at no direct pay:

- A.** Draining and drying of the surface until the material is within the limits of optimum moisture before compaction is attempted.
- B.** Using lighter construction equipment for manipulating, disking, drying and compacting the material.
- C.** Dumping successive loads of material in a uniformly distributed layer of a thickness necessary to support equipment while placing subsequent layers.
- D.** Rerouting heavy construction equipment around the area until the embankment can support the equipment without damage to foundation soils.

Unstable materials shall be removed by undercutting, unless otherwise directed, and backfilled to required section with usable soils as directed.

When undercutting is required, the contractor shall conduct the operations in such manner that the engineer can make necessary measurements before backfill is placed.

When excavation and embankment construction results in surface soils having a PI less than 10 or pH less than 5.5 or greater than 8.5, the contractor shall place a plastic soil blanket conforming to Subsection 3.07 (B).

The contractor shall be responsible for the stability of embankments until final acceptance. Construction activities which may lead to subsequent embankment damage will not be permitted.

When embankments are constructed on a surface sloping more than 6:1 from the horizontal, the slope of the ground on which the embankment is to be placed shall be cut into steps, as directed, before fill is placed.

When a new roadway is to be constructed on an existing roadbed, and the surface of the existing roadbed is within 2 feet of finished sub-grade, the existing roadbed shall be scarified full width to a depth of not less than 9 inches and recompacted in accordance with this Subsection.

When an embankment is to be constructed to a height of less than 5 feet, heavy sod and objectionable vegetation shall be removed from the area on which the embankment is to be placed. The area shall be scarified to a depth of approximately 9 inches. This area shall be recompacted to at least 95.0 percent of maximum dry weight density. Maximum dry weight density will be determined in accordance with DOTD TR 415 or TR 418 and percent in-place density in accordance with DOTD TR 401. When height of fill is 5 feet or more, removal of sod will not be required but the area on which embankment is to be

placed shall be thoroughly disked and satisfaction of the engineer and recompacted before construction of embankment.

When embankment material is to be deposited only on one side of abutments, wing walls, piers, or culvert headwalls, the area immediately adjacent to the structure shall not be compacted to the extent that it will cause excessive pressure against the structure. Fill adjacent to the end bent of a bridge shall not be placed higher than the top of the substructure until the superstructure is in place. When the embankment is to be deposited on both sides of a concrete wall or similar structure, operations shall be conducted so that the embankment is always at approximately the same elevation on both sides of the structure. Backfilling of structures shall be performed in accordance with Section 02320.

When embankments are constructed in lakes, streams, swamps or other unstable areas and unstable material cannot be removed or the area drained, the requirement for placing material in layers as outlined above may be waived. When this requirement is waived, the embankment shall be placed by end dump or other approved methods to an elevation where normal construction methods can begin. Embankments placed above this elevation shall be constructed in layers as specified above. When a wave of unsuitable material is forced up in front of the end dumping operation, it shall become the property of the contractor and be removed as necessary, and will not be allowed to be trapped and be incorporated in the embankment except as part of plastic soil for slopes.

2.02 CUT AREA PREPARATION

The top 12 inches shall be scarified and compacted to such density that the compaction requirements of the type base course being constructed given in the Table 02710-2 shall be met. Construction, compaction, and testing requirements shall be in accordance with Subsection 3.01.

When unstable soils are encountered, the engineer will determine the limits to be undercut. The contractor shall excavate to a stable foundation or to the depth required by the engineer and backfill to existing grade. Undercut shall be constructed and tested in accordance with Subsection 3.01.

When a stable foundation cannot be reached, the embankment materials shall be "bridged-in" and the remaining embankment constructed in accordance with Subsection 3.01 to existing grade.

2.03 CONSTRUCTION

A. Nonplastic Embankment

- 1. Materials:** Nonplastic embankment materials shall conform to Subsection 02735-2.10 or the following, unless otherwise specified on the plans.

- 2. General Requirements:** Material defined in Subsection 1.08 (E)(3) shall not be entrapped in the embankment. The contractor shall remove any such material at no direct pay.

Surcharge materials shall remain on the embankment for at least the specified number of days after approval of the increment. Damage to embankment increments due to the contractor's operations shall be satisfactorily repaired by the contractor at no direct pay. The contractor will be permitted to remove excess surcharge materials after the surcharge period. Verification cross sections of the final embankment will be taken within 90 days after removal of the surcharge. The Owner will assume liability for subsidence after these cross sections are taken. After all embankment increments have been surcharged, excess surcharge material shall be satisfactorily disposed of in accordance with Subsection 02220-3.01 at no direct pay.

Except for shell embankments, the contractor shall furnish and place a plastic soil blanket conforming to Subsection 3.07 (2).

- 3. Nonplastic Embankment Construction:** Nonplastic embankments shall be constructed by mechanical methods.

Unless otherwise shown on plans, material shall be placed in lifts not exceeding 15 inches uncompacted thickness after establishing a working table as directed. Each lift shall be compacted and tested in accordance with Subsection 3.01.

- B. Plastic Soil Blanket:** Plastic soil blanket shall consist of soils having a minimum PI of 12 and maximum PI of 35 and a pH not less than 5.5 or greater than 8.5 and a minimum natural organic content of 3 percent. The plastic soil blanket shall support adequate vegetation. The minimum thickness of the soil blanket will be 12 inches. Areas requiring a plastic soil blanket shall be approved prior to placement of the plastic soil blanket. After materials are placed and spread, lumps, stones, roots and other foreign matter shall be removed from the area. Soil blanket material shall be spread and rolled in a manner that leaves a uniform surface. Any remaining ridges or grooves, including cleat tracks from the dozer, will be parallel to the roadway during the period of time between placement and seeding.

Plastic soil blanket shall be placed in a timely manner to prevent erosion.

C. Embankment Stabilization With Geotextile Fabrics

- 1. General:** This work consists of furnishing and placing geotextile fabric in accordance with these specifications and in conformance with the details shown on the plans.
- 2. Materials:** The geotextile fabric shall conform to Section 02070.

- 3. Construction Requirements:** Rolls of geotextile fabric shall be kept covered at all times until use. Geotextile fabric that has been installed shall be covered with embankment within 7 calendar days. When ultraviolet damage occurs, the geotextile fabric shall be removed and replaced. The geotextile fabric shall be placed at the locations shown on the plans or as directed. Adjacent rolls of geotextile fabric will be overlapped or sewn. When rolls are overlapped, the overlap shall be a minimum of 18 inches, or as specified in the plans, including the ends of the rolls. The top layer of the geotextile fabric shall be parallel with adjacent rolls and in the direction of embankment placement. When rolls are sewn, the contractor shall join adjacent rolls by sewing with polyester or kevlar thread. Field sewing shall employ the "J" seam or "Butterfly" seam with the two pieces of geotextile fabric mated together, turned in, in order to sew through 4 layers of fabric and sewn with 2 rows of Type 401, two-thread chain stitch. Factory seams other than specified may be submitted to the engineer for approval. Where the ground is covered with water or soil is saturated, sewing of the geotextile fabric will be required.

The geotextile fabric shall be placed as smooth as possible with no wrinkles or folds, except in curved road sections. For curved road sections, the geotextile fabric shall be folded to accommodate the curve. The fold shall be in the direction of construction and pinned or stapled. Ruts, that occur during construction shall be filled and compacted prior to placement of geotextile fabric.

Damaged geotextile fabric shall be either removed and replaced with new geotextile fabric or covered with a second layer of geotextile fabric extending 2 feet in each direction from the damaged area.

2.04 ACCEPTANCE

The Owner will perform inspection, sampling, and testing for acceptance. Any area that is deficient will require correction whether identified by inspection or testing.

The embankment (with surcharge, if required) will be approved in increments of 1,000 feet, except terminal increments which may be less than 1,000 feet.

Maximum density for earthwork will be determined in accordance with DOTD TR 415 or DOTD TR 418; in-place density will be determined in accordance with DOTD TR 401.

END OF SECTION 02315

SECTION 02316

CLEANING EXISTING DITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

This section consists of excavating and disposing of materials from existing ditches in accordance with plan details and the following.

1.02 RELATED SECTIONS

A. Section 02220 – Removal of Structures and Obstructions

1.05 UNIT PRICES

| Pay Item | Description | Pay Unit |
|-----------|-------------------------|-------------|
| 02316.001 | Cleaning Existing Ditch | Linear Foot |

1.06 MEASUREMENT PROCEDURES

Cleaning existing ditches will be measured by the linear foot along the center line of each ditch.

1.07 PAYMENT PROCEDURES

Payment for cleaning existing ditches will be made at the contact unit price per linear foot, which includes removal of obstructions, furnishing and placing required backfill material, and disposing of removed material.

1.11 PROJECT/SITE CONDITIONS

A. **Navigable Waters and Wetlands:** All work in, over, adjacent to navigable waters or wetlands shall be conducted in accordance with rules and regulations of the U.S. Army Corps of Engineers and U.S. Coast Guard.

Navigable clearances on waterways shall not be infringed upon, and existing navigable depths shall not be impaired except as allowed by permits issued by the responsible agency.

The Owner will obtain a permit from the U.S. Army Corps of Engineers and U.S. Coast Guard relative to approval of construction plans for bridges, causeways, embankments, dredging, spoil disposal, etc., for work in navigable waters or wetlands. The contractor will be furnished a copy of the permit and shall comply with all provisions and conditions of the permits. When required by permit, upon completion and before final acceptance of the project, the contractor shall furnish the Engineer 8-by-10-inch color photographs of

the bridge from abutment to abutment, two photographs looking upstream and two looking downstream. The prints shall be glossy finish, mounted on linen. These photographs will be furnished at no direct pay.

The contractor shall prepare reproducible drawings complying with the standards of the U. S. Coast Guard and the U. S. Army Corps of Engineers showing falsework construction, test piles or other temporary pile driving operations, erection sequence, temporary navigational lighting, location of equipment and barges in the navigable limits and other drawings required by the permit agencies. Drawing sizes shall be 8-by-10 ½ inches with a 1-inch border on the top or short side. The drawings shall be submitted to the Engineer for approval and transmittal to the appropriate agency. Construction of falsework, test pile operations and erection or operation of construction equipment within the navigable limits shall not commence until drawings are approved.

The contractor shall display lights on equipment operating, berthed or moored in navigable streams, and provide temporary navigational lighting on temporary and permanent construction in the navigable limits as required by the U. S. Coast Guard.

Should the contractor sink, lose or throw overboard any material, machinery or equipment which may be dangerous to navigation, it shall be immediately removed or recovered. The contractor shall give immediate notice of such obstruction to proper authorities and, if required, shall mark or buoy such obstruction until it is removed.

The contractor shall not deposit excavated material into the water-way or wetland without a permit from the appropriate agency.

All operations in connection with the work shall be in accordance with permits, rules and regulations of the U. S. Army Corps of Engineers and the U. S. Coast Guard. Deviations therefrom shall be only by special permission or special permit which shall be the responsibility of the contractor. Failure of the contractor to become familiar with the terms, conditions and provisions of the permits, rules regulations applicable to the work shall not relieve the contractor of responsibility under the contract.

The contractor shall conduct operations to cause minimum interference with marine operations. If such interference is necessary, the contractor shall notify the Engineer, in writing, sufficiently in advance so that the Department may obtain approval from the U. S. Coast Guard at least 3 weeks prior to said interference.

Copies of Owner obtained permits are available in the Engineer.

Copies of any special permits obtained by the contractor shall be submitted immediately to the Engineer.

B. Archaeological and Historical Findings: If the contractor encounters cultural artifacts or archaeological or historical sites, operations shall be discontinued. The engineer will contact the proper authorities in order that the appropriate assessment may be made to

determine the disposition thereof and necessary actions relative to the site. When directed, the contractor shall excavate the site to preserve the artifacts encountered. Such excavation will be paid for as extra work, including an appropriate adjustment in contract time. Borrow and muck disposal areas furnished by the contractor will be subject to such assessment prior to use.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Unless otherwise directed, material excavated from existing ditches shall be disposed of by the contractor in accordance with Subsection 02220-3.01 and 02220-3.07.
- B. If ditches are cleaned within embankment areas, ditches shall be backfilled with embankment material satisfactorily compacted by approved methods. Such backfill will not be measured for payment.

END OF SECTION 02316

SECTION 02371

TEMPORARY EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of constructing and maintaining temporary erosion control features shown on the plans or as directed. Installation of temporary erosion control features shall be coordinated with construction of permanent erosion control features to the extent necessary to ensure economical, effective and continuous control of erosion and water pollution throughout the life of the contract. The CONTRACTOR shall submit an erosion control plan to the Owner before beginning clearing or earthwork operations. The plan shall indicate the use of contract items and the coordination of this work with the scheduling of clearing and earthwork. The use of erosion control features or methods other than those in the contract shall be as directed. Quality assurance requirements shall be as specified in the latest edition of the DOTD's publication entitled "Application of Quality Assurance Specifications for Embankment and Base Course." When disturbed areas exceed one acre a Notice of Intent will be submitted by the Owner to the EPA Stormwater Division prior to the project letting. The ENGINEER will complete and submit the Notice of Termination to the EPA after project acceptance.

1.02 UNIT PRICES

Payment for devices used to correct unforeseen conditions will be made at the contract unit price for similar devices shown on the plans, or as extra work if plan details are not applicable.

| Item No. | Pay Item | Pay Unit |
|-----------------|---------------------------------------|-----------------|
| 02371.001 | Temporary Sandbagging | Cubic Yard |
| 02371.002 | Temporary Baled Hay or Straw | Ton |
| 02371.003 | Temporary Slope Drains | Linear Foot |
| 02371.004 | Temporary Sediment Basins | Each |
| 02371.00x | Temporary Sediment Check Dams (Type) | Each |
| 02371.010 | Temporary Silt Fencing | Linear Foot |
| 02371.011 | Temporary Stone Construction Entrance | Each |
| 02371.200 | Temporary Erosion Control System | Lump Sum |

1.03 MEASUREMENT

When temporary erosion and pollution control measures are required due to the CONTRACTOR's negligence or failure to install permanent controls, such work shall be performed by the CONTRACTOR at no direct pay.

Required temporary erosion and pollution control work which is not due to the CONTRACTOR 's negligence will be measured as follows:

When separate items for temporary erosion control devices are included in the contract, and the work is ordered, the quantities to be paid for will be the weight in pounds of Temporary Seeding and in tons of Temporary Mulching; the volume in cubic yards of Sandbagging with the measurement of sand being made in a batch box or other satisfactory means; the number of hay bales placed; the length in feet of Temporary Slope Drains measured along the ground surface and Silt Fencing measured along ground surface between end posts; the number of Sediment Basins and Sediment Check Dams acceptably constructed; the number of gallons of emulsified asphalt, and the number of construction entrances.

Temporary erosion control items may be eliminated when conditions do not justify their use.

When temporary erosion control work is ordered and is not covered by contract items, the work shall be performed as extra work in accordance with Subsection 109.04 of the Louisiana Standard Specifications for Roads and Bridges, 2000 Edition, except that no extra work order will be required prior to starting work.

The construction of temporary earth berms along edges of the roadway to prevent erosion during grading and subsequent operations will not be measured for payment.

When an item for "Temporary Erosion Control System" is provided, equipment, materials and labor required to provide proper erosion control shall not be measured for payment.

In case of failure of the CONTRACTOR to control erosion, or siltation, the ENGINEER may employ outside assistance or use his own forces to provide the necessary corrective measures, and the cost thereof will be deducted from payments for the work. Partial payments will be withheld until satisfactory temporary erosion control is established.

1.04 PAYMENT

Payment for temporary erosion control items that are included as contract items will be made at the contract unit prices. Payment for temporary mulching, emulsified asphalt and seeding will be made under Sections 02926 or 02921. Temporary erosion control work not covered by contract items that is ordered will be paid for in accordance with Subsection 109.04 of the Louisiana Standard Specifications for Roads and Bridges, 2000 Edition.

Temporary Sandbagging and Baled Hay or Straw will be paid for directly when used other than in construction of Temporary Slope Drains, Temporary Sediment Basins and Temporary Sediment Check Dams. When sandbags and baled hay or straw are used in construction of slope drains, sediment basins and sediment check dams, payment will be made under these items.

Unless individual payment items are included, payment for “Temporary Erosion Control System” will include, but not limited to, silt fences, baled hay or straw, sandbagging, slope drains, sediment basins or any other method as required to provide proper erosion control.

1.05 CONTROL OF ERODIBLE SOIL

- A. General:** The CONTRACTOR shall prevent the transmission of soil particles into streams, canals, lakes, reservoirs or other waterways. Except as necessary for construction, excavated material shall not be deposited into streams or impoundments, or in a position close enough to be washed in waterways by high water or runoff. The CONTRACTOR shall not disturb lands or waters outside the limits of construction, except as authorized.

- B. Adjacent to Waterways:** Stream banks shall be kept in their natural state. The CONTRACTOR shall not unnecessarily strip protective vegetation in the vicinity of stream banks and shall conduct operations without damage to banks. Banks shall not be excavated except as shown on the plans or as otherwise approved in writing. Work roads requiring bank cuts shall be approved by the project ENGINEER prior to making such cuts. The banks shall be restored by the CONTRACTOR to the satisfaction of the project ENGINEER.

- C. Adjacent to Property:** The location of, and method of operation in, borrow pits, material pits and disposal areas obtained by the CONTRACTOR for waste material from the project (other than commercially operated sources) shall be the CONTRACTOR's responsibility.

PART 2 PRODUCTS

2.01 MATERIALS

Materials not covered by project specifications shall meet commercial grade standards and shall be approved before being incorporated into the project. No testing of materials used in temporary erosion control features will be required. Acceptance of temporary erosion control materials will be by visual inspection.

- A. Mulches:** Mulch shall comply with Subsection 01615-2.01 (S) and emulsified asphalt shall conform to Section 02749.

- B. Seeding:** Grass shall be an approved quick-growing species suitable to the area, providing a temporary cover, which will not compete with permanent grasses. Rye grass is the only acceptable grass for winter cover.
- C. Slope Drains:** Slope drains may be constructed of pipe, fiber mats, rubble, portland cement concrete, asphaltic concrete, plastic sheets or other acceptable material.
- D. Fertilizer:** Fertilizer shall comply with Subsection 01615-2.01 (P).
- E. Silt Fencing:** Silt fencing shall be wire-supported or self-supported systems. Other silt fencing systems may be used when approved.
- 1. Wire-Supported:** Wire-supported silt fencing shall consist of standard woven livestock wire, and minimum of 14-gage wire, a minimum of 36 inches in height with a maximum wire spacing of 6 inches. Posts shall be either wood or steel installed a minimum of 2 feet in the ground. Filter material shall be burlap weighing approximately 7 1/2 ounces per square yard, approved jute fabric or approved geotextile fabric. Geotextile fabric shall comply with Section 02050, Type F.
 - 2. Self-Supported:** Self-supported silt fencing shall consist of an approved geotextile fabric suitably attached to posts of either wood or steel installed in accordance with plan details. Geotextile fabric shall comply with Section 02050, Type G.
- F. Lime:** Agricultural lime shall comply with Subsection 01615-2.01 (Q).
- G. Temporary Construction Entrance:** Temporary construction entrances shall consist of stone or recycled portland cement concrete complying with Subsection 02372-2.01, 2 lb class placed on geotextile fabric complying with Section 02050 for use under riprap. The geotextile fabric underliner shall be placed at the locations designated for temporary construction entrances before stone or recycled portland cement concrete is placed. The stone or recycled portland cement concrete shall be placed and compacted to the required thickness as directed. This work also includes additional measures required to remove mud from truck tires, such as wash racks, etc.
- H. Hay Bales:** Hay or straw bales shall be rectangular bales, acceptable to the project ENGINEER. The average length of bales shall be 34 inches minimum.

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. Exposure of Erodible Earth:** The ENGINEER may direct the CONTRACTOR to provide immediate permanent or temporary erosion or pollution control measures to prevent contamination of streams, lakes, tidal waters, reservoirs, canals or other impoundments or prevent detrimental effects on property outside the right-of-way and damage to the project. Limitations of areas in which excavation and embankment operations are underway shall be commensurate with the CONTRACTOR's capability and progress in keeping finish grading, temporary erosion control, and permanent erosion control measures in accordance with the accepted schedule.
- B. Incorporation of Erosion Control Features:** Use of temporary erosion control features will be authorized to correct unforeseen conditions that develop during construction; to control erosion prior to the time it is practical to construct permanent control features; or to provide immediate temporary control of erosion that develops during normal construction operations but is not associated with permanent erosion control features. Permanent erosion control features shall be incorporated into the project at the earliest practical time. Temporary erosion control features will be used as directed in areas where stage construction or other conditions not under control of the CONTRACTOR preclude completion of a section of roadway in a continuous manner, or where subsequent construction operations will cause damage to permanent erosion control features.
- C. Construction Requirements:** Temporary erosion control features shall consist of, but not be limited to, temporary seeding, temporary mulching, sandbagging, slope drains, sediment basins, sediment check dams, erosion checks, artificial coverings, berms, and stone entrances. The ENGINEER may direct use of temporary erosion control features or methods other than those included in the original contract. Soil deposits outside the right-of-way shall be immediately removed and the surface repaired at no direct pay. The ENGINEER shall have the authority to require the CONTRACTOR 's operations to be discontinued until erosion deposits have been cleared and the area restored.
- 1. Temporary Seeding:** Seeding shall be done in accordance with Section 02926, except that ground preparation will be limited to blading the area. Lime or fertilizer shall be applied in accordance with Section 02927; however, lime or fertilizer may be omitted or the application rate reduced as directed.

2. **Temporary Mulching:** Mulch and emulsified asphalt shall be furnished and applied in accordance with Section 02926. Mulch may be omitted or the application rate reduced as ordered. When permanent seeding operations begin, temporary mulch materials shall be plowed under during ground preparation.
3. **Sandbagging:** Sandbags shall be placed as directed.
4. **Baled Straw or Hay:** Baled straw or hay shall be placed as directed to form checks or dams to control erosion and siltation. Bales shall be properly staked or otherwise secured as directed, as shown on the plans. The bales shall be buried as necessary to prevent scour under the bales. A minimum of 2 stakes shall be driven through each bale.
5. **Slope Drains:** Slope drains shall be constructed with acceptable materials in accordance with plan details or as directed, if necessary to prevent scour. The discharge area shall be stabilized or protected by temporary riprap as directed. Cost of discharge area protection will be included under the slope drain item.
6. **Sediment Basins:** Sediment basins shall be constructed in accordance with plan details or as directed.
7. **Sediment Check Dams:** Check dams shall be constructed at locations shown on the plans or as directed. Check dams shall be constructed before clearing and grubbing or grading in the area is begun unless otherwise directed.
8. **Silt Fencing:** Silt fencing shall be furnished and constructed at designated locations or other locations, as directed by the ENGINEER.
9. **Berms:** Earth berms shall be constructed as directed to divert the flow of water from erodible surfaces.
10. **Unforeseen Conditions:** When unforeseen conditions are encountered, the ENGINEER may direct the CONTRACTOR to construct such temporary devices as required to control erosion during construction. Details may be developed jointly by the ENGINEER and the CONTRACTOR.
11. **Maintenance of Erosion Control Features:** Temporary erosion control devices shall be inspected and maintained as described below or replaced as directed at no direct pay.
 - (a) **Temporary Seeding:** The seeded areas shall be inspected after each rainfall and areas showing erosion shall be reseeded if necessary.

- (b) **Mulches:** The mulched areas shall be inspected after each rainfall and the mulch shall be repaired or reapplied if necessary.
- (c) **Straw or Hay Bale Barriers:** The bale barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Close attention shall be paid to the repair of damaged bales, "end runs" and undercutting beneath bales.
- (d) **Slope Drains:** Slope drains shall be inspected weekly and after every rainfall and repairs made if necessary. The CONTRACTOR shall avoid the placement of any material on and prevent construction traffic across the slope drain.
- (e) **Sediment Check Dams:** The check dams shall be inspected after each rainfall and sediment shall be removed when it reaches one-half the height of the check dam. Inspections shall be made to insure that the center of the dam is lower than the edges. Erosion around the edges shall be corrected immediately.
- (f) **Silt Fencing:** Sediment deposits shall be removed after each rainfall and must be removed when the deposits reach approximately one-half the height of the fence. If the fabric on the silt fence decomposes or becomes ineffective, the fabric shall be replaced promptly.
- (g) **Temporary Stone Construction Entrance and/or Wash Racks:** The construction entrance shall be maintained to allow for removal of mud from the tires. The sediment from the wash rack runoff shall be removed periodically.

12. Removal of Temporary Erosion Control Features: Temporary erosion control features existing at the time of construction of permanent erosion control features shall be removed or incorporated into the soil in such manner that no detrimental effect will result. The ENGINEER may direct that temporary features be left in place. Sediment in sediment basins, silt fences, check dams, and other catchment areas shall be removed, replaced with acceptable soils in accordance with Subsection 02315-1.08 (E), and compacted as directed at no direct pay.

3.02 PROTECTION DURING SUSPENSION OF OPERATIONS

Prior to the suspension of operations, the CONTRACTOR shall shape the top of the earthwork in such manner as to permit runoff of rainwater and shall construct earth berms along the top edges of embankments to intercept runoff water. Temporary slope drains shall be provided in the earth berm to carry runoff. When such preventive measures fail, the CONTRACTOR shall immediately take other action as necessary to prevent erosion and siltation. The ENGINEER may direct the CONTRACTOR to perform other erosion control work during suspensions of contract time.

END OF SECTION 02371

SECTION 02372

RIPRAP

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of furnishing and placing riprap in accordance with these specifications and in conformity to lines, grades and thickness shown on the plans or as directed.

1.02 SUBMITTALS

Contractor shall submit model number and supplier of geotextile fabric for this section of work 5 days prior to anticipated placement of geotextile fabric.

Contractor shall submit supplier of filter stone and riprap to Engineer two weeks prior to anticipated placement of filter stone and riprap.

1.05 UNIT PRICES

| Pay Item | Pay Item | Pay Unit |
|-----------------|---|-----------------|
| 02372.1XX | Riprap (Class)(Thickness) | Square Yard |
| 02372.2XX | Riprap (lb.) | Cubic Yard |
| 02372.3XX | Riprap (lb.) | Ton |
| 02372.400 | Geotextile Fabric (Riprap) | Square Yard |
| 02372.50X | Filter Stone (610 Limestone)(Thickness) | Square Yard |
| 02372.600 | Filter Stone (610 Limestone) | Cubic Yard |
| 02372.700 | Filter Stone (610 Limestone) | Ton |

1.06 MEASUREMENT PROCEDURES

Riprap and filter stone may be measured on either a square yard, cubic yard, or weight basis as specified.

When measured on a square yard basis, the quantity measured will be that actually placed to the limiting dimensions shown on the plans or as directed by the engineer.

When measured on a cubic yard basis, measurement will be made in vehicles at the point of delivery on the project in accordance with the general conditions of the contract specifications.

When measured on a weight basis the pay unit will be per ton (2000 pounds). When riprap is delivered by vehicles or railroad cars, measurement will be based on certified weight tickets furnished by the contractor. When riprap is delivered by barge, measurement will be made by calculation from barge displacement, based on water weighing 62.4 pounds per cubic foot.

Geotextile fabric will be measured by the square yard of covered area in place.

No measurement will be made for excavation or backfilling.

1.07 PAYMENT PROCEDURES

Payment for riprap and geotextile fabric will be made at the contract unit prices, Subsection 1.05. Filter stone will be paid for as riprap.

PART 2 PRODUCTS

2.01 MATERIALS

Stone riprap shall be from an approved source listed in Louisiana Department of Transportation and Development QPL 2. Stone riprap shall not disintegrate upon exposure to the elements or be easily broken from handling, and shall be reasonably free from earth and other foreign materials. When tested in accordance with AASHTO T 85, the solid weight of stone shall be at least 155 pounds per cubic foot (based on bulk specific gravity). Samples of stone from a source not previously approved shall be taken under supervision of the engineer and submitted for approval prior to delivery to the project. The least dimension of any individual stone shall be at least 1/3 its maximum dimension. Each shipment of stone shall be reasonably well graded within the specified limits.

Recycled concrete may be used as riprap unless otherwise indicated in Heading A, provided its solid weight is at least 155 pounds per cubic foot (based on bulk specific gravity) and its free of protruding reinforcement.

Stockpiles of recycled concrete shall be source approved prior to use and kept separate from other materials. Stockpiles shall be uniform and free of soil, debris, excessive amounts of asphaltic materials, and foreign matter. Once a stockpile has been approved as an acceptable source of material, no material shall be added without prior approval.

Control of gradation will be by visual inspection at the source, project site or both.

Any difference of opinion between the engineer and contractor will be resolved by checking the gradation of two random truckloads (or equivalent size samples). Equipment, labor and sorting site shall be furnished by the contractor at no direct pay

A. **Riprap:** Riprap shall be reasonably well graded and shall conform to the following:

| Riprap Class ¹ | Stone Size, lb | Spherical Diameter Ft ² | Percent of Stone Smaller Than |
|---------------------------|-------------------|---------------------------------------|----------------------------------|
| 2 lb | 10 | 0.50 | 100 |
| | 4 | 0.37 | 40-100 |
| | 2 | 0.29 | 15-50 |
| | 0.75 | 0.21 | 0-15 |
| 10 lb | 50 | 0.83 | 100 |
| | 20 | 0.63 | 50-100 |
| | 10 | 0.50 | 15-50 |
| | 5 | 0.40 | 0-15 |
| 30 lb | 140 | 1.17 | 100 |
| | 60 | 0.90 | 42-100 |
| | 30 | 0.72 | 15-50 |
| | 10 | 0.50 | 0-15 |
| 55 lb ³ | 275 | 1.50 | 100 |
| | 110 | 1.11 | 42-100 |
| | 55 | 0.88 | 15-50 |
| | 20 | 0.63 | 0-15 |
| 130 lb ³ | 650 | 2.00 | 100 |
| | 260 | 1.46 | 45-100 |
| | 130 | 1.17 | 15-50 |
| | 40 | 0.79 | 0-15 |
| 250 lb ³ | 1250 | 2.50 | 100 |
| | 500 | 1.83 | 45-100 |
| | 250 | 1.46 | 15-50 |
| | 80 | 1.00 | 0-15 |
| 440 lb ³ | 2200 | 3.00 | 100 |
| | 900 | 2.23 | 40-100 |
| | 440 | 1.76 | 14-50 |
| | 130 | 1.17 | 0-15 |
| 1000 lb ³ | 5000 | 4.00 | 100 |
| | 2000 | 2.91 | 45-100 |
| | 1000 | 2.31 | 10-50 |
| | 300 | 1.55 | 0-15 |

¹ The stone size used define the Riprap class is the minimum median stone size for the stone class. The minimum thickness of a riprap layer shall be no less than the spherical diameter of the maximum stone size in the Riprap Class.

² Spherical Diameter based on a solid weight of 155 lb/cu ft.

³ Recycled portland cement concrete may be used these riprap classes.

- B. **Geotextile Fabric and Geocomposite Systems Specification:** Geotextile fabric shall comply with Subsection 02050-2.01 (A). Unless otherwise specified on the plans or in the project specifications, the geotextile fabric shall be an approved product in LADOTD QPL 61.

PART 3 EXECUTION

3.01 INSTALLERS

- A. **Riprap:** Areas on which riprap is to be placed shall be graded to the required section. Riprap shall be placed on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with a minimum practicable percentage of voids. The entire mass of stone will be placed to be in conformance with the lines, grades, and thickness at one operation and to avoid displacing underlying material. Placing of riprap in layers, or dumping into chutes, or by similar methods likely to cause segregation, will not be permitted.

When placement in water currents is required, the contractor shall make drift checks and place riprap in such manner as to compensate for drift. The contractor shall furnish necessary facilities and personnel for checking riprap depth and distribution.

- B. **Filter Stone:** When specified, filter stone (610 Limestone) shall be placed on the prepared slope or area before placement of riprap. When filter stone is placed under water, free dumping will not be permitted. Underwater placement shall be by controlled methods using bottom dump buckets or wire rope baskets lowered through the water to the point of placement. If placement in strong water currents is required, placement of riprap will follow soon after placement of filter stone. Unless shown otherwise on the plans or directed, filter stone shall be Riprap Class 10 lb or less.
- C. **Geotextile Fabric:** When specified, geotextile fabric shall be placed on the prepared slope or area in accordance with Section 02315-3.07 (C) (3) before placement of riprap. Care shall be taken not to damage the geotextile fabric when placing riprap. Placing riprap by rolling riprap down the slope, or dropping riprap from extreme heights, or by similar methods likely to damage geotextile fabric, will not be permitted. Any damaged geotextile fabric shall be repaired as directed by the ENGINEER.

END OF SECTION 02372

SECTION 02920

VEGETATIVE COVER

PART 1 GENERAL

1.01 SECTION INCLUDES

This work consists of furnishing, hauling, spreading, fertilizing and liming (if required), rolling, watering and maintaining live grass roots and topsoil at locations shown on the plans or as directed. This work also consists of preparing seed beds, furnishing and placing either a tacked vegetative mulch or an approved fiber mulch product on seeded areas to promote seed germination and growth, furnishing and placing asphalt mulch for erosion control on seeded areas as shown on plans or as directed, sowing grass seed utilizing hydroseeding equipment and other methods in order to establish a turf grass cover to areas designated on the plans. Unless otherwise specified, seed shall be applied either mechanically in a dry condition under this section or with hydro-seeding equipment.

1.02 RELATED SPECIFICATIONS

- 01615 – Miscellaneous Materials
- 02230 – Site Preparation
- 02315 – Excavation and Embankment
- 02910 - Topsoil

1.03 UNIT PRICES

| ITEM NO. | PAY ITEM | PAY UNIT |
|-----------------|----------------------------|-----------------|
| 02920.001 | Seeding | Pound |
| 02920.00X | Seeding (Type) | Pound |
| 02920.010 | Temporary Seeding | Pound |
| 02920.01X | Temporary Seeding (Type) | Pound |
| 02920.050 | Fertilizer | Pound |
| 02920.050 | Fertilizer (Type) | Pound |
| 02920.060 | Agricultural Lime | Ton |
| 02920.061 | Agricultural Lime | Pound |
| 02920.100 | Hydroseeding/Hydromulching | Acre |
| 02920.200 | Emulsified Asphalt | Gallon |
| 02920.201 | Asphalt Mulch | Gallon |
| 02920.300 | Slab Sodding | Square Yard |
| 02920.3XX | Slab Sodding (Type) | Square Yard |
| 2920.400 | Mulch Sodding | Cubic yard |

1.04 MEASUREMENT PROCEDURES

- A. Seeding:** Measured by the pound actually placed.
- B. Fertilizer:** Measured by the pound actually placed. The estimated quantity shown on the plans is based on Type 8-8-8 fertilizer. If other types or fertilizer are used, the measured quantities will be multiplied by the factors of Table 02920-1 to determine pay quantities.

**Table 02920-1
Fertilizer Factors**

| Type | Factor |
|----------|--------|
| 12-12-12 | 1.5 |
| 13-13-13 | 1.625 |
| 16-16-16 | 2.0 |

When other balanced fertilizers are used the factor will be determined by dividing the type of fertilizer by eight.

- C. Agricultural Lime:** Agricultural lime will be measured by the ton.
- D. Hydroseeding/ Hydromulch:** Measured by the acre (seed, fertilizer, mulch, tackifier) actually placed
- E. Water:** Water will not be measured for payment. Water will be delivered in approved tanks.
- F. Emulsified Asphalt/ Asphalt Mulch:** Emulsified asphalt placed and accepted will be measured by the gallon. No measurement for payment will be made for water used to dilute emulsion. Asphalt mulch will be measured by the undiluted gallon at application temperature. No measurement for payment will be made for water used in the emulsion
- G. Slab Sodding:** Slab Sodding will be measured by the square yard along the surface of completed sodding.
- H. Mulch Sodding:** Mulch Sodding will be measured by the cubic yard in approved hauling vehicles to the point of delivery.

1.05 PAYMENT PROCEDURES

- A. Seeding:** Seeding will be paid for at the contract unit price per pound actually furnished, placed, watered and maintained. Temporary seeding will be paid for as seeding.
- B. Fertilizer:** Fertilizer will be paid for at the contract unit price per pound actually furnished, placed and watered.
- C. Agricultural Lime:** Agricultural lime will be paid for under contract unit price.
- D. Hydroseeding:** Hydroseeding will be paid for at the contract unit price per acre actually furnished, placed, watered and maintained. Unit price shall include cost of seed, fertilizer, mulch, lime, water, tackifier, and bed preparation as a system.
- E. Emulsified Asphalt/ Asphalt Mulch:** Payment for asphalt mulch will be made at the contract unit price, subject to the payment adjustment provisions of Section 02749 for specification deviations of asphaltic materials. The Engineer will provide the payment adjustment percentage for properties of asphaltic material.
- F. Slab Sodding:** Payment for slab sodding will be made at contract unit price.
- G. Mulch Sodding:** Payment for mulch sod will be made at contract unit price.

1.06 QUALITY ASSURANCE

Contractor is to submit a laboratory test report of an “official” sample for each lot of seed furnished as prepared by the State Seed Analyst of the Louisiana Department of Agriculture. Reports from other states are acceptable provided the requirements of this Section are met.

1.07 DELIVERY, STORAGE, AND HANDLING

Seed or fertilizer in damaged packaging is not acceptable.

1.08 SEQUENCING

Coordinate work of this Section with other construction operations to minimize damage to seeded areas. Place seed as soon as practical in order to avoid unnecessary erosion at the site.

1.09 MAINTENANCE

Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition. If grass is well established and exhibits a

vigorous growing condition prior to final acceptance, maintain until time of final acceptance.

PART 2 PRODUCTS

2.01 MATERIALS AND PACKAGING

- A. Seed:** Conform to all requirements, rules, and regulations of Louisiana Revised Statutes 3:1431, et seq. The minimum percentage of pure live seed and the maximum percentage of weed seed to be as shown in Table 01615-2.

Furnish from previous season's crop (the last crop year for the crop kind in question) and the date of analysis shown on each tag to be within five months (excluding the month in which the test is completed) of the time of delivery to the project.

Limit noxious weed seeds as prescribed in the regulations, but in no case shall they exceed 500 per pound.

Furnish and deliver each variety of seed in separate sealed bags or containers.

Label each bag or container with an analysis tag. Tag to be a minimum of a No. 6 standard shipping tag, containing all information required by the Louisiana Seed Law, arranged as shown in Table 01615-3

The contractor shall furnish the engineer with a copy of the laboratory test report as described in Subsection 01615.2-01 (R) (2)

- B. Fertilizer:** Provide commercial type conforming to the commercial fertilizer laws in effect as regulated by the Louisiana Department of Agriculture and Forestry. Allowable chemical composition: 8-8-8; 12-12-12; 13-13-13, 16-16-16; 26-6-9, and shall comply with Subsection 01615-2.01 (P).

Supply in granulated or pelletized form. Package in suitable containers or bags to prevent contamination by moisture.

Show specified chemical composition by a 3-number sequence representing minimum percentage/s by weight, respectively of nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O).

- C. Agricultural Lime:** Agricultural lime shall comply with Subsection 01615-2.01 (Q) and shall be delivered either in sacks or bulk.

D. Water: Clean, fresh and free of substances or matter, which could inhibit vigorous growth of grass. Water may be obtained from any source. Brackish, chemically contaminated, or oily water shall not be used.

E. Emulsified Asphalt/ Asphalt Mulch: Asphalt mulch shall be an approved emulsified asphalt complying with Subsection 02749-2.01. Water shall comply with the requirements of Subsection 01615-2.01 (A).

F. Slab Sodding: Approved slab sod shall be either field grown grass or nursery grown grass. Field grown grass sod shall be Bermuda grass, carpet grass, or other approved grass native to the sodded area. Nursery grown grass sod shall be Centipede, Tiffway Bermuda, Nomow Bermuda, Common Bermuda or St. Augustine grass as directed by Engineer. Sod shall be free from noxious weeds or other vegetation

Fertilizer shall conform to Section 01615-2.01 (P) and agricultural lime shall conform to Section 01615-2.01 (Q).

G. Mulch Sodding: Mulch sod shall consist of a combination of grass roots and topsoil, as specified in Section 02910. Mulch sod shall be predominately bermuda grass or other approved grass roots reasonably free of weeds and debris.

2.02 SOIL AREAS

Seed shall be selected on the basis of five general soil areas as follows:

1. Alluvial soils of Mississippi and Red River bottoms.
2. Mississippi terraces and loessial hill soils.
3. Coastal plain soils (rolling, hilly and flatwoods areas in central, northern and eastern part of the State).
4. Coastal prairie soils.
5. Ouachita River bottom.

2.03 EQUIPMENT

A single or double type soil roller or cultipacker weighing not less than 500 pounds and not more than 1500 pounds will be required.

Water wagons, tanks or sprinkling devices will be required.

PART 3 EXECUTION

3.01 EXAMINATION

Engineer or his authorized representative to remove analysis tags from each bag or container of seed.

Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION OF GROUND SURFACE

A. Ground Surface: Contractor shall remove foreign materials, stones, waste materials, weeds, and undesirable plants and their roots. Contractor shall also remove any contaminated soils.

Contractor shall grade to eliminate uneven areas, soft or low spots, and to ensure positive drainage; maintain lines, levels, profiles and contours; make changes in grade gradual; blend slopes into level areas.

B. Seed Bed: Seed beds shall be prepared by disking, harrowing, or other approved methods. Soil shall be thoroughly pulverized to a minimum depth of 3 inches and leveled as directed. Hardpan areas shall be rototilled to ensure that soil is in a condition to receive and sprout seed. If the contract requires topsoil, fertilizer or agricultural lime, they shall be incorporated at this time. Slope shall be smoothed to grade and rolled prior to seeding.

3.03 FERTILIZING

Do not apply more than 48 hours prior to sowing of the seed. Do not apply fertilizer at the same time or with same machine as will be used to apply seed. Apply uniformly and mix thoroughly into upper 2 inches of soil by light disking or harrowing. Fertilizer may be incorporated during disking or harrowing operation in preparation of the ground surface. Apply fertilizer in accordance with the manufacturer's instructions at the following rates:

| Type | Pounds Per Acre |
|----------|-----------------|
| 8-8-8 | 1000 |
| 12-12-12 | 675 |
| 13-13-13 | 625 |
| 16-16-16 | 500 |
| 26-6-9 | 350 |

Lightly water to aid the dissipation of fertilizer.

Other balanced fertilizer may be used at the proportional rate. Fertilizer applied after surface dressing shall be thoroughly incorporated into the soil by light disking, harrowing, or rototilling. Fertilizer shall be applied before final disking, harrowing, or rototilling during surface dressing. When the surface is dressed by hand, the fertilizer may be applied before final raking and leveling.

A. Agricultural Lime: Agricultural lime shall be spread uniformly at a minimum rate of 2 tons per acre with a spreader. Lime shall be applied prior to seeding, topsoil placement and slab sodding and may be applied in conjunction with fertilizer. After application, the areas shall be disked, harrowed, or rototilled to incorporate lime or lime-fertilizer into the top 3 inches to 6 inches of soil.

B. Hydro-seeding: If hydro-seeding methods are used, the contractor will be permitted to include fertilizer and lime in the seeding slurry. When specified by the manufacturer, water soluble or liquid fertilizer will be allowed for hydro-seeding product applications.

3.04 SEEDING

A. Permanent Seeding: Seed shall be planted within the dates shown in Table 02921-1, unless otherwise permitted in writing.

B. Temporary Seeding: During construction, temporary seeding shall be placed as directed. Temporary seeding may be any of the types given in Table 02921-1. Annual rye grass is the only acceptable grass for winter cover.

Select seed mixture based on the planting dates shown below, and apply seed mixture at the rates shown below.

| <u>MIXTURE</u> | <u>SEED MIXTURE</u> | <u>LBS / ACRE</u> | <u>SOIL AREA</u> | <u>PLANTING DATE</u> |
|----------------|---------------------|-------------------|------------------|----------------------|
| A | Hulled Bermuda | 35 | 1,2,3,4,5 | March thru Sept. |
| | Pensacola Bahia | 15 | 1,2,3,5 | |
| B | Hulled Bermuda | 40 | 1,2,3,5 | March thru Sept. |
| C | Kentucky 31 Fescue | 40 | 1,2,3,4,5 | Sept. thru Feb. |
| | Crimson Clover (1) | 10 | | |
| D | Kentucky 31 Fescue | 40 | 1,2,3,4,5 | Sept. thru Feb. |
| | Unhauled Bermuda | 20 | | |

Apply evenly in two intersecting directions. Rake in lightly. Do not sow immediately following rain, when ground is too dry, or during windy periods. Roll seeded area with roller not exceeding 112 lbs.

The estimated quantity for seeding on the Bid Form is based on 40 pounds per acre.

3.05 HYDROSEEDING/ HYDROMULCHING

Mulch for Hydroseeding shall be “Hydro 2000”, manufactured by CONWED, Inc. or “RE-FIBER WOOD W/TAC”, manufactured by Wood Recycling, Inc. or MAT-FIBER PLUS, manufactured by Mat, Inc. A minimum of 1800 pounds per acre (dry weight) of mulch material shall be applied. Distribute seed, fertilizer, mulch, water, and tackifier in one operation. Apply seeded slurry at the rates of:

- a) March thru September
 - Hulled Bermuda 70 lbs/acre
 - Fertilizer (13-13-13) 300lbs/acre
 - “or”
 - Hulled Bermuda 35lbs/acre
 - Kentucky 31 Fescue 35lbs/acre
 - Fertilizer (13-13-13) 300lbs/acre

- b) September thru March
 - Rye Grass 50lbs/acre
 - Unhulled Bermuda 70lbs/acre
 - Fertilizer (13-13-13) 300lbs/acre
 - “or”
 - Rye Grass 50lbs/acre
 - Unhulled Bermuda 35lbs/acre
 - Kentucky 31 Fescue 35lbs/acre
 - Fertilizer (13-13-13) 300lbs/acre

“Fiber Plus” Tackifier at the rate of 30 pounds per acre shall be utilized on areas where slopes are greater than 2:1 or as directed by the ENGINEER. Distribute in two intersecting directions, with a hydraulic seeder. In highly erodible soil areas, contractor shall use an approved erosion control matting in conjunction with hydroseeding operation.

3.06 EMULSIFIED ASPHALT/ ASPHALT MULCH

A. Asphalt Mulch: Asphalt mulch shall immediately follow seeding operations. Areas to receive asphalt mulch that have not been sufficiently moistened by rainfall shall be watered as directed. Asphalt shall be spread with a mechanical spreader equipped

with boom or hand spray nozzles.

- B. **Emulsified Asphalt:** Emulsified asphalt shall be spread over seeded areas at the undiluted rate of 0.4 to 0.5 gallon per square yard. When required, asphalt shall be diluted with water as directed

3.07 SODDING

Slab sod shall be cut with approved sod cutters. The designated area shall be mowed when necessary. Sod shall be cut to a minimum soil depth of 1 1/2 inches for field grown grass and 1 inch for nursery grown grass, and to a uniform width and in convenient lengths for handling. Soil shall be retained on roots of sod during excavating, hauling and planting. Only common Bermuda slab sod shall be used within 30 feet of the outer edges of paved shoulders.

Sod cut more than 48 hours before placing shall not be used unless authorized. Sod taken from areas that may produce inferior growth will not be accepted.

Watering required in connection with digging, storing or hauling sod will be at no direct pay.

- A. **Handling Sod:** Sod shall be placed flat, grass side up on pallets containing no more than 50 square yards of sod and hauled, covered, to the planting site with soil intact. Pallets shall be off-loaded and placed as close as practical to the planting site.
- B. **Planting:** Areas to receive slab sod shall be pulverized to a depth of at least 3 inches, graded and cleared of weeds, grass, stones and other debris. If an item for agricultural lime is included in the contract, liming shall be done when the area is being pulverized. When an item for fertilizer is included in the contract, approximately 90 percent shall be broadcast over the area to receive slab sodding, and the remaining 10 percent shall be broadcast over sod after placing and rolling. Upon delivery to the planting site, slab sod shall be transferred onto the surface soil. Areas to be sodded shall be watered as directed. Sod shall be placed with minimum space between slabs. Slabs shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches. Slabs which do not fit closely shall be pulled together by hand or with suitable tools and pegged when necessary. When directed, sod surface will be top dressed with sand to smooth-out uneven spots.
- C. **Rolling:** Slab sod shall be rolled after planting with smooth drum steel wheel rollers or cultipackers. Where rolling is impractical, sod shall be tamped by approved hand methods

3.08 MULCH SODDING

- A. Digging:** The source of mulch sod approved by the Roadside Development Specialist shall be mowed and raked when necessary. Mulch sod shall not be stockpiled for more than 48 hours.

Mulch sod shall be free of tree roots, tops, branches or other debris. Such foreign material shall be removed prior to the sod being stockpiled or delivered.

When agricultural lime is necessary to adjust the soil pH to between 5.5 and 8.0, it shall be done on sod field prior to stockpiling and delivery at no direct pay.

- B. Hauling:** Mulch sod shall be loaded with suitable equipment, hauled and spread on the areas designated on the plans or as directed.

- C. Surface Preparation:** Fertilizer shall be broadcast over the entire area to be mulch sodded before mulch sodding is placed and disked. When required, agricultural lime or other treatment to adjust pH to between 5.5 and 8.0 shall be applied to the area to be mulch sodded prior to scarifying. Areas to receive mulch sod shall be scarified and pulverized to a depth of approximately 3 inches and dressed to grade at no direct pay.

- D. Spreading:** The mulch sod shall be spread to a depth of approximately 6 inches in such a manner that a minimum amount of roots are exposed. Spike tooth harrows or drags shall not be used to spread mulch sod. The mulch sod shall be dressed to grade.

- E. Rolling:** The mulch sod shall be rolled with a cultipacker or soil pulverizer as directed. Locations inaccessible to rolling equipment shall be band tamped.

3.09 WATERING

Apply water with a fine spray immediately after sowing seed in each area. Contractor shall apply a sufficient amount of portable water to the sod to promote rooting and normal plant health. Watering schedule and quantity varies due to weather conditions, soil composition and sod variety selected. It is the Contractor's responsibility to maintain a healthy, green sod from planting to acceptance

3.10 MAINTENANCE

Mow grass at regular intervals to maintain at a maximum height 2½ inches. Do not cut more than 1/3 of grass blade at any one mowing.

Water on a regular basis to promote growth and to prevent grass and soil from drying out. Water at other times as directed by the Engineer.

Immediately reseed areas which show bare spots. Repair to re-establish the grade and reseed surfaces which have become gullied due to erosion.

3.11 SCHEDULE

Seed, fertilize, water or hydroseed ground surface areas within limits of seeding and fertilizing or hydroseeding as designated in the Drawings.

Seed and fertilize or hydroseed ground surface areas affected outside the limits of construction by construction operations.

END OF SECTION 02920

BID BOND

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five percent (5%) of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this

A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent (10%) of policyholder's surplus as shown in the latest A.M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal is herewith submitting its proposal to the Obligee on a Contract for:

**TETE BAYOU CLEANING AT STRATEGIC LOCATIONS
DRAINAGE IMPROVEMENT PROJECT**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: IBERIA PARISH GOVERNMENT
COURTHOUSE BUILDING
Suite 400
NEW IBERIA, LA 70560

BID FOR TETE BAYOU CLEANING AT STRATEGIC
LOCATIONS DRAINAGE IMPROVEMENT
PROJECT

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:

dated: 12/10/2012 C.H. Fenstermaker and Associates, Inc. and

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

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.

Table with 3 columns: Alternate No., Description, and Price. Includes rows for Alternate No. 1, 2, and 3, all with N/A descriptions and blank price fields.

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(A)(1)(c) or RS 38:2212(O) .

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



LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: IBERIA PARISH GOVERNMENT
 COURTHOUSE BUILDING
 Suite 400
 NEW IBERIA, LA 70560

BID FOR TETE BAYOU CLEANING AT STRATEGIC
 LOCATIONS DRAINAGE IMPROVEMENT
 PROJECT

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

| | | | | |
|---------------------|---|--------------------------------------|-------------------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | TRAFFIC MAINTENANCE AGGREGATE | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 01555.000 | 500.000 | CUBIC YARD | | |

| | | | | |
|---------------------|---|--------------------------------------|--------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | MOBILIZATION | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 01590.001 | 1.000 | LUMP SUM | | |

| | | | | |
|---------------------|---|--------------------------------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | REMOVAL OF STRUCTURES AND OBSTRUCTIONS (SOLID WASTE) | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02220.001 | 1.000 | LUMP SUM | | |

| | | | | |
|---------------------|---|--------------------------------------|--------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | REMOVAL OF BRIDGES | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02220.002 | 1.000 | EACH | | |

| | | | | |
|---------------------|---|--------------------------------------|--------------------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | CLEARING AND GRUBBING (TYPE I) | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02230.001 | 16,473.000 | LINEAR FOOT | | |

| | | | | |
|---------------------|---|--------------------------------------|---------------------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | CLEARING AND GRUBBING (TYPE II) | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02230.002 | 13,038.000 | LINEAR FOOT | | |

| | | | | |
|---------------------|---|--------------------------------------|----------------------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | CLEARING AND GRUBBING (TYPE III) | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02230.003 | 14,840.000 | LINEAR FOOT | | |

| | | | | |
|---------------------|---|--------------------------------------|-------------------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | EXCAVATION & EMBANKMENT | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION <i>(Quantity times Unit Price)</i> |
| 02315.006 | 1.000 | LUMP SUM | | |



LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: IBERIA PARISH GOVERNMENT
 COURTHOUSE BUILDING
 Suite 400
 NEW IBERIA, LA 70560

BID FOR TETE BAYOU CLEANING AT STRATEGIC
 LOCATIONS DRAINAGE IMPROVEMENT
 PROJECT

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

| | | | | | |
|---------------------|--|---|--------------------------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | BORROW (VEHICULAR MEASUREMENT) | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION (<i>Quantity times Unit Price</i>) | |
| 02315.008 | 5,000.000 | CUBIC YARD | | | |

| | | | | | |
|---------------------|--|---|---|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | RIPRAP (55 LB) (2" THICK) (AS DIRECTED BY PROJECT ENGINEER) | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION (<i>Quantity times Unit Price</i>) | |
| 02372.131 | 2,000.000 | SQUARE YARD | | | |

| | | | | | |
|---------------------|--|---|--------------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or | <input type="checkbox"/> Alt.# _____ | HYDROSEEDING | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE: | UNIT PRICE EXTENTION (<i>Quantity times Unit Price</i>) | |
| 02920.100 | 14.000 | ACRE | | | |

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



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF IBERIA

This _____ day of _____, 20____, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of _____, State of Louisiana,

_____, who, after being by me duly sworn, did depose and say that he has been selected as Contractor for the City of Youngsville on the

**Tete Bayou Cleaning at Strategic Locations
Drainage Improvement Project**

and that he does hereby certify in compliance with L.R.S. 38:2224 that he has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the Contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction of said public project or in securing the Contract for same were in the regular course of their duties for him; and, that no part of the contract price received, or to be received, by him 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 him whose services in connection with the construction of said public project were in the regular course of their duties for him, and further declares that he has in no way entered into a collusion to increase the cost of the project and has no knowledge of such collusion on the part of any sub-contractor or suppliers of material to him for this project.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2224 of said Title 38 of the Louisiana Revised Statutes.

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public

**CONTRACT FORM
LABOR, MATERIALS AND SUPPLIES**

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the Iberia Parish Government, New Iberia, Louisiana, and _____ of _____, in the State of _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS: The Purchaser has caused the necessary Contract Documents to be prepared for defining a construction project to be installed for the Iberia Parish Government, consisting of,

**TETE BAYOU CLEANING AT STRATEGIC LOCATIONS
DRAINAGE IMPROVEMENT PROJECT**

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor, Party of the Second Part", for construction as hereinafter set forth and as stated more in detail in the quotation and related Contract Documents to wit: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Specifications, Drawings, Performance and Payment Bonds, and Plans, all of which documents are made a part of this contract: and

WHEREAS: It is agreed and understood that the construction and installation of the above enumerated work by the Contractor shall be completed, accepted and ready for use within the days specified as follows: within **180 Calendar days** from the effective date of the Notice to Proceed. In default thereof, the Contractor shall be liable for liquidated damages in the amount as provided in Article 5 of the General Conditions of these Specifications.

NOW, THEREFORE, it is hereby agreed that for the sum of _____ to be paid by the Purchaser to the Contractor, the Contractor agrees to perform all work in accordance with the Contract Documents, the Drawings and Specifications which are as much a part of the agreement as if repeated verbatim herein.

IT IS FURTHER AGREED AND UNDERSTOOD between the parties hereto that the Contractor shall accept and the Purchaser will pay for the work as described above at the prices stipulated in the bids and the payment shall be made at the time and in the manner set forth in the specifications.

FOR GOOD CAUSE and as consideration for executing this contract, acting herein by and through
_____ its _____

Individuals Name

Title

and duly authorized agent, hereby conveys, sells, assigns and transfers to the Iberia Parish Government's governing body of Iberia Parish, Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Iberia Parish Government's governing body of Iberia Parish, Louisiana.

IN WITNESS THEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

Executed in Two (2) Counterparts

IBERIA PARISH GOVERNMENT
NEW IBERIA, STATE OF LOUISIANA

WITNESSES:

BY: _____
Errol "Romo" Romero
Parish President

CONTRACTOR'S WITNESSES:

CONTRACTOR, PARTY OF THE SECOND PART

-

BY: _____
(Signature)

NAME: _____
(Please type or print name)

TITLE: _____
(Please type or print title)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, as Principal, and _____ a Corporation duly authorized to transact business in the State of Louisiana, as Surety, are held and firmly bound unto the Iberia Parish Government, existing under the laws of the State of Louisiana, in the penal sum of _____ lawful money of the United States, for the payment of which will and truly to be made, the said surety does hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

WHEREAS, the Principal has entered into a Contract with the Iberia Parish Government, bearing the date of _____, for the

Tete Bayou Cleaning at Strategic Locations **Drainage Improvement Project**

Upon certain terms and conditions, completely set out in said Contract; and

WHEREAS, it was one of the conditions of award by the Parish, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations there under, including the specifications, proposals and plans therein referred to and made a part thereof, and such alterations as may be made on such plans and specifications as therein provided for, and shall indemnify and save harmless the Parish against or from all costs, expenses, damages, injury or loss, to which the Parish may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default including patent infringement on the part of the Principal, his agents or employees, in the execution of performance of said Contract, and shall promptly pay all claims for damages or injury to property and for work done, or skill, tools, machinery, supplies, labor and materials furnished and debts incurred by the Principal in or about the performance of the work contracted for, this obligation to be void.

And the Surety, for value received hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract or the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PERFORMANCE AND PAYMENT BOND

This bond shall be for the use of the Parish and all persons doing work or furnishing skill, tools, machinery or materials for the purpose of the Contract hereinabove referred to.

In Testimony whereof, the Principal and the Surety have caused these presents to be duly signed and sealed in two (2) counterparts this _____ day of _____, _____.

EXECUTED IN TWO (2) COUNTERPARTS

WITNESSES:

BY: _____

LA. LICENSE NO. _____

COUNTERSIGNED:

BY: _____

LA. LICENSE NO. _____

AFFIDAVIT OF NOTICE OF FEE DISPOSITION

PURSUANT TO LA. R.S. 38:2196.1, any person or other entity that enters into any contract awarded without bidding with a state entity or local entity, or any contract with a local entity exceeding ten thousand dollars awarded with bidding, in which a commission, fee, or other consideration is paid to the contractor for the contractor to sell to or provide to the state entity or local entity any commodity, goods, brokerage service or other service of any kind, insurance, or anything of value, then the full disposition, splitting, or sharing of such commission, fee, or other consideration shall be disclosed to the state entity or local entity by the contractor in writing by an **AFFIDAVIT OF NOTICE OF FEE DISPOSITION.**

ORIGINAL FEE DISPOSITION (DATE CONTRACT ENTERED: ___/___/___)

AMENDMENT (DATE FEE DISPOSITION AMENDED: ___/___/___)

NAME OF CONTRACTOR: _____

NAME OF AUTHORIZED AGENT (PRINT): _____

MAILING ADDRESS: _____

NAME OF STATE OR LOCAL ENTITY _____

STATE CONTRACT WITHOUT BIDDING

LOCAL CONTRACT WITHOUT BIDDING

LOCAL CONTRACT WITH BIDDING (EXCEEDING \$10,000)

VALUE OF COMMISSION, FEE, OR OTHER CONSIDERATION TO THE CONTRACT: \$ _____

PARTIES TO RECEIVE DISPOSITIONS, SPLITS, OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION

SCHEDULE A COMPLETED AND ATTACHED

CERTIFICATE OF ACCURACY

I hereby certify that the information contained herein is true and correct to the best of my knowledge, information, and belief; and that this Notice shall be attached to and made a part of the contract for which the commission, fee, or other consideration is paid and shall be recorded in the public record.

Signature (Authorized Agent)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Signature (Notary Public)

**SCHEDULE A: PARTIES TO RECEIVE DISPOSITIONS, SPLITS,
OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION**

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

FULL NAME OF RECIPIENT (PRINT): _____

SPLITS: _____ FEE \$ _____ COMMISSION SHARES: _____

OTHER CONSIDERATION: _____

A F F I D A V I T
VERIFICATION OF EMPLOYEES INVOLVED IN PUBLIC CONTRACT WORK
CONTRACTOR

STATE OF _____

PARISH OF _____

This _____ day of _____, 20____, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of _____, State of Louisiana, _____, who, after being by me duly sworn, did depose and say that he has been selected as Contractor for the Iberia Parish Government on the

**Tete Bayou Cleaning at Strategic Locations,
Drainage Improvement Project**

and that he does hereby certify in compliance with L.R.S. 38:2212.10 that he has employed only person, corporation, firm, association or other organization, either directly or indirectly, that are legal residents of the United States.

In order to discourage participation of illegal immigrants in public contract work the contractor will adhere to the following:

For the purposes of this Affidavit, the following terms shall mean:

- (1) "Legal alien" is a person who is or was lawfully present or permanently residing legally in the United States and allowed to work at the time of employment and remains so throughout the duration of that employment.
- (2) "Status verification system" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the "E-Verify" program.

A private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit attesting to both of the following:

- (1) The private employer 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.
- (2) The private employer 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.
- (3) The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (1) and (2) of this Subsection.

Violations;

- (1) Any private employer violating the provisions of this Section may be subject to cancellation of any public contract, resulting in ineligibility for any public contract for a period of not more than three years from the date the violation is discovered.

(2) Any private employer shall be liable for any additional costs incurred by a public entity, occasioned by the cancellation of a contract or loss of any license or permit to do business in the state, as provided in this Subsection.

(3) Any private employer penalized in accordance with this Section shall have the right to appeal to the appropriate agency, department, or other public entity sanctioning the employer or to a court of competent jurisdiction.

(4) Any person, contractor, or employer who complies with the provisions of this Section shall not be civilly or criminally liable under state law for either hiring or retaining in its employ an unauthorized alien, as defined by 8 U.S.C. 1324a(h)(3), if the information obtained in accordance with the status verification system indicated that the employee's federal legal status allowed the employer to hire that employee.

(5) Any person, contractor, or employer who complies with the provisions of this Section shall not be civilly or criminally liable under state law for a refusal to either hire or retain an individual in its employ if the information obtained in accordance with the status verification system indicated that the individual's federal legal status was that of an unauthorized alien, as defined in 8 U.S.C. 1324a(h)(3).

(6) No person, contractor, or employer shall be penalized under the provisions of this Section for the actions of a subcontractor unless such person, contractor, or employer had actual knowledge of such subcontractor's failure to comply with the provisions of this Section.

In the event the status verification system expires and extensions are not approved by the federal government, the provisions of this Section shall no longer apply.

Acts 2011, No. 376, §1.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2212 of said Title 38 of the Louisiana Revised Statutes.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

INDEX OF SHEETS

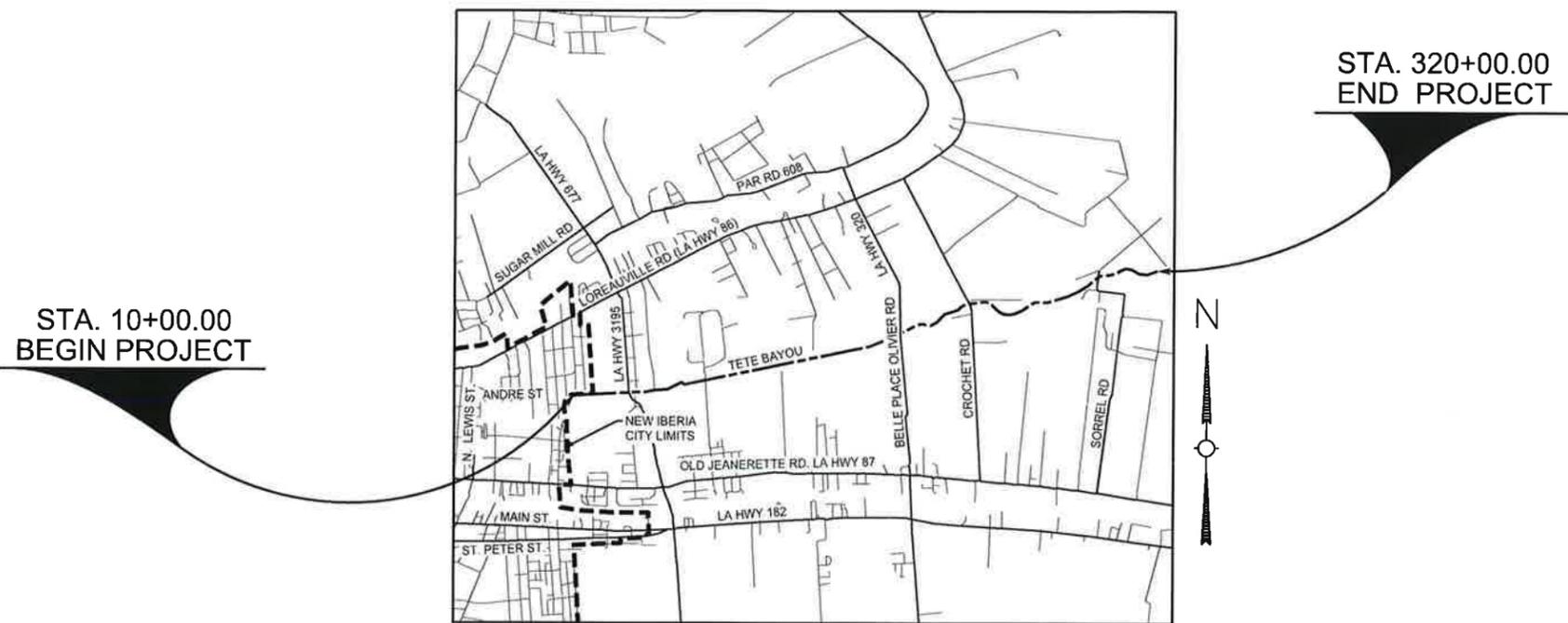
| SHT. NO. | DESCRIPTION |
|----------|---|
| 001 | TITLE SHEET |
| 002 | SUMMARY OF ESTIMATED QUANTITIES, SUMMARY TABLES & TYPICAL SECTION |
| 003 | PLATES INDEX |
| 003a-016 | PLATES |

PARISH OF IBERIA

TETE BAYOU CLEANING AT STRATEGIC LOCATIONS DRAINAGE IMPROVEMENT PROJECT



VICINITY MAP



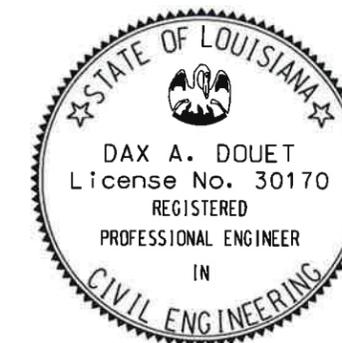
PARISH PRESIDENT
ERROL "ROMO" ROMERO

TYPE OF CONSTRUCTION:
REMOVAL OF DEBRIS FROM CHANNEL BANK
RESHAPING CHANNEL BANK SLOPES

PARISH COUNCIL

- | | |
|--------------------------------|--------------------------------------|
| DISTRICT 1 - MAGGIE F. DANIELS | DISTRICT 8 - RICKY J. GONSOULIN |
| DISTRICT 2 - CURTIS BOUDION | DISTRICT 9 - GLENN ROMERO |
| DISTRICT 3 - THOMAS J. LANDRY | DISTRICT 10 - ROGER DUNCAN |
| DISTRICT 4 - LLOYD BROWN | DISTRICT 11 - JEROME FITCH |
| DISTRICT 5 - TROY COMEAUX | DISTRICT 12 - AQUICLINE RENER-ARNOLD |
| DISTRICT 6 - BERNARD BROUSSARD | DISTRICT 13 - MARTY TRAHAN |
| DISTRICT 7 - DAVID DITCH | DISTRICT 14 - DAVID WAYNE ROMERO |

DECEMBER 2012



PLANS PREPARED BY AND RECOMMENDED FOR APPROVAL:

Dax A. Douet 12/10/12
C.H. FENSTERMAKER & ASSOC., INC.
DAX A. DOUET, P.E.
SUPERVISING ENGINEER

APPROVED:

Errol Romero 2/6/13
ERROL ROMERO, PARISH PRESIDENT
PARISH OF NEW IBERIA



| DATE | REVISION DESCRIPTION | BY |
|------|----------------------|----|
| | | |
| | | |
| | | |
| | | |

SUMMARY OF ESTIMATED QUANTITIES

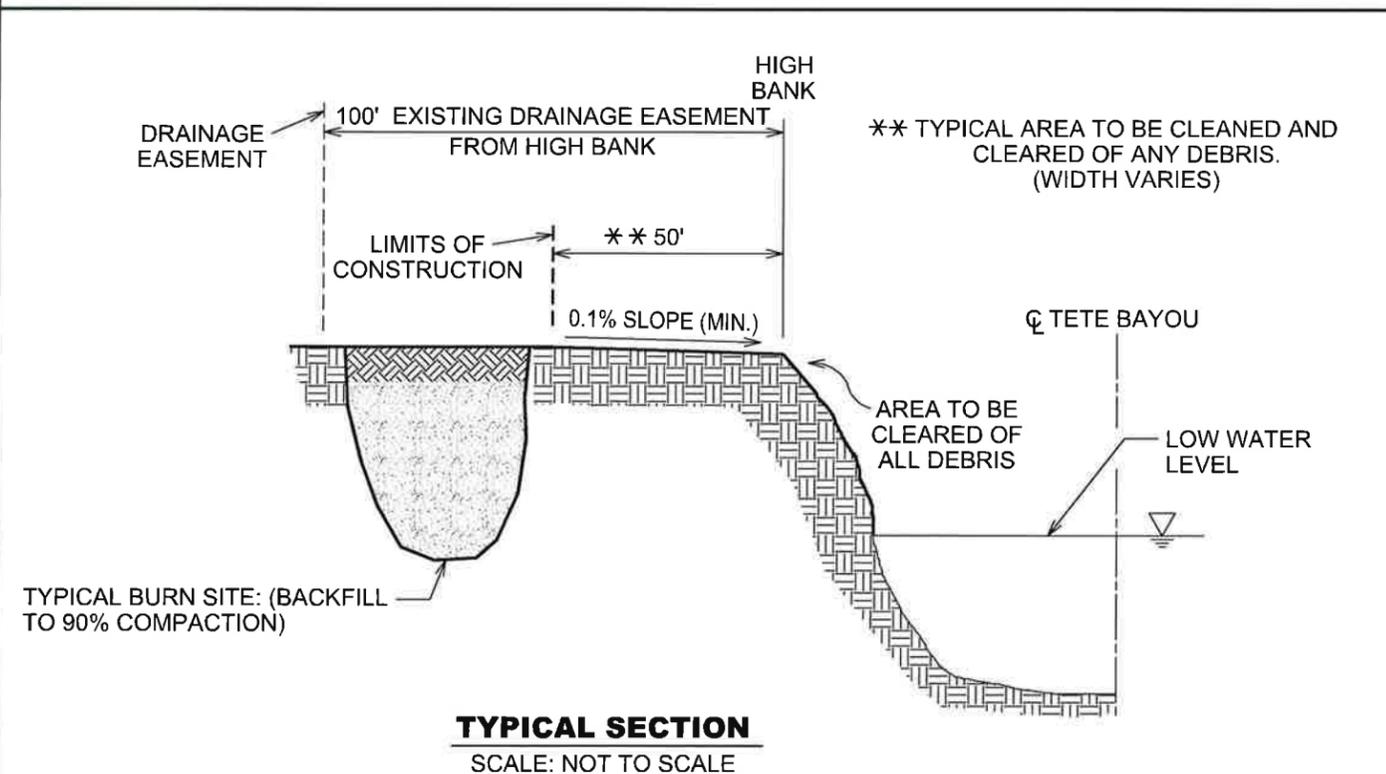
| ITEM NO. | ITEM DESCRIPTION | UNITS | QUANTITY |
|-------------|--|----------|----------|
| 01555.000 | TRAFFIC MAINTENANCE AGGREGATE | CU. YD | 500 |
| 01590.001 | MOBILIZATION | LUMP SUM | 1 |
| 02220.001 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LUMP SUM | 1 |
| 02220.002 | REMOVAL OF BRIDGES | EACH | 1 |
| * 02230.002 | CLEARING AND GRUBBING (TYPE I) | LIN. FT. | 16,473 |
| * 02230.003 | CLEARING AND GRUBBING (TYPE II) | LIN. FT. | 13,038 |
| * 02230.004 | CLEARING AND GRUBBING (TYPE III) | LIN. FT. | 14,840 |
| 02315.006 | EXCAVATION AND EMBANKMENT | LUMP SUM | 1 |
| 02315.008 | BORROW (VEHICULAR MEASUREMENT) | CU. YD | 5,000 |
| 02372.131 | RIPRAP (55LB) (2' THICK) (AS DIRECTED BY PROJECT ENGINEER) | SY. YD. | 2,000 |
| 02920.100 | HYDROSEEDING | ACRE | 14.0 |

CLEARING AND GRUBBING LEFT CHANNEL BANK

| DESCRIPTION | | WIDTH | TYPE |
|---------------|-------------|--------|------|
| BEGIN STATION | END STATION | FT. | |
| 53+55 | 101+10 | VARIES | I |
| 101+10 | 115+05 | 50.0 | II |
| 115+05 | 124+00 | 50.0 | I |
| 140+46 | 154+20 | 50.0 | II |
| 182+10 | 189+30 | 50.0 | I |
| 189+30 | 205+60 | 50.0 | II |
| 205+60 | 243+80 | 50.0 | III |
| 243+80 | 251+10 | 50.0 | I |
| 251+10 | 269+25 | 50.0 | III |
| 269+25 | 295+50 | 50.0 | II |
| 295+50 | 303+25 | 50.0 | III |

CLEARING AND GRUBBING RIGHT CHANNEL BANK

| DESCRIPTION | | WIDTH | TYPE |
|---------------|-------------|--------|------|
| BEGIN STATION | END STATION | FT. | |
| 14+24.08 | 33+02 | 40.0 | I |
| 39+50 | 101+10 | VARIES | I |
| 101+10 | 124+00 | 50.0 | II |
| 140+46 | 154+20 | 50.0 | II |
| 182+10 | 205+60 | 50.0 | II |
| 205+60 | 212+55 | 50.0 | III |
| 212+55 | 225+90 | 50.0 | I |
| 225+90 | 303+25 | 50.0 | III |



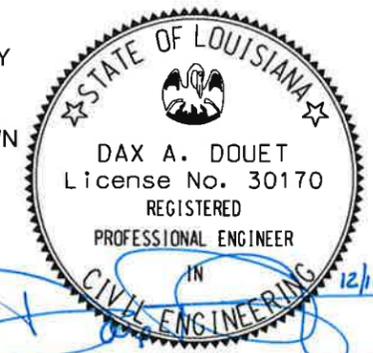
GENERAL NOTES

- EXISTING UTILITIES INDICATED ON PLANS WERE TIED-IN AS MARKED BY LOUISIANA ONE CALL. THE SIZES WERE OBTAINED FROM DRAWINGS PROVIDED BY IBERIA PARISH AND OTHER UTILITY COMPANIES. UTILITIES SHOWN IN PROFILES ARE ESTIMATED UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY EXACT LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CLEAR, GRUB, AND REMOVE EXISTING TREES, AND DEBRIS WITHIN THE CONSTRUCTION SERVITUDE AND/OR R/W AREAS AS PER PLANS AND AT THE DIRECTION OF THE PROJECT ENGINEER/OWNER.
- USE OF IBERIA PARISH OWNED PROPERTY OUTSIDE OF DESIGNATED R/W-SERVITUDE AREAS SHALL REQUIRE PRIOR APPROVAL OF THE OWNER IN WRITING.
- THE CONTRACTOR SHALL COORDINATE LOCATION & ADJUSTMENT OF ALL UNDERGROUND UTILITY LINES & SERVICES PRIOR TO CONSTRUCTION. LOCATION OF EXISTING UTILITIES SHOWN IN PLANS ARE APPROXIMATE.
- CONTRACTOR IS RESPONSIBLE FOR TEMPORARY EROSION CONTROL MEASURES WITHIN THE PROJECT AREA AND OUTSIDE OF THE PROJECT AREA WHERE WORK IS ACCOMPLISHED IN CONJUNCTION WITH THE PROJECT.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING THE PROCESS OF CONSTRUCTION. PERFORMANCE OF THIS WORK IS NOT PAYABLE DIRECTLY, BUT SHALL BE CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR COVERED UNDER THE CONTRACT UNIT PRICE OF CLEARING AND GRUBBING.
- LIMITS OF WORK ARE CLEARLY DEFINED ON PLANS. ANY WORK OUTSIDE LIMITS SHOWN WILL NOT BE COMPENSATED UNLESS AGREED UPON BY THE PROJECT ENGINEER AND OWNER AND A CHANGE ORDER HAS BEEN ISSUED.
- ALL BANKS OF TETE BAYOU WHICH ARE LEFT UNSTABLE DUE TO REMOVAL OF TREES AND DEBRIS SHALL BE CONSTRUCTED BACK AT A 3:1 SLOPE WITH EXISTING SPOIL. IF NO EXISTING MATERIAL IS AVAILABLE THE CONTRACTOR SHALL USE BORROW MATERIAL. (PAY ITEM NO. 02315.008)
- PAY ITEM NO. 02372.131 - RIPRAP (55IB) (2' THICK) IS TO BE PLACED WHERE DEEMED NECESSARY BY THE PROJECT ENGINEER ALONG THE PROJECT CORRIDOR.
- ALL DEBRIS SHALL BE BURNED IN BURN PITS. MATERIAL SHALL BE BURNED COMPLETELY AND ANY REMAINING MATERIAL SHALL BE HAULED OFF AT CONTRACTORS EXPENSE. BURN PITS SHALL BE COVERED WITH EXISTING BORROW MATERIAL AND COMPACTED TO 90% COMPACTION.
- ACCESS TO PROJECT SITE SHALL BE FROM PUBLIC ROADS CROSSING TETE BAYOU. ANY OTHER ACCESS CONTRACTOR USES MUST BE NEGOTIATED PRIVATELY BETWEEN THE CONTRACTOR AND LANDOWNER AT NO EXPENSE TO THE OWNER. IBERIA PARISH GOVERNMENT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OUTSIDE OF DRAINAGE SERVITUDE.

CLEARING AND GRUBBING

- * CLEARING AND GRUBBING SHALL BE BROKEN DOWN INTO THREE (3) CATEGORIES:

- TYPE I CLEARING - THIS SHALL CONSIST OF REMOVING HIGHLY GRASSED TO OVERGROWN BRUSH CONSISTING OF APPROXIMATELY LESS THAN 1/4 INCH IN DIAMETER.
- TYPE II CLEARING - THIS SHALL CONSIST OF REMOVING OVERGROWN BRUSH AND TREES CONSISTING OF APPROXIMATELY LESS THAN 6 INCHES IN DIAMETER.
- TYPE III CLEARING - THIS SHALL CONSIST OF REMOVING OVERGROWN AREAS CONSISTING OF TREES LARGER THAN 6 INCHES IN DIAMETER.





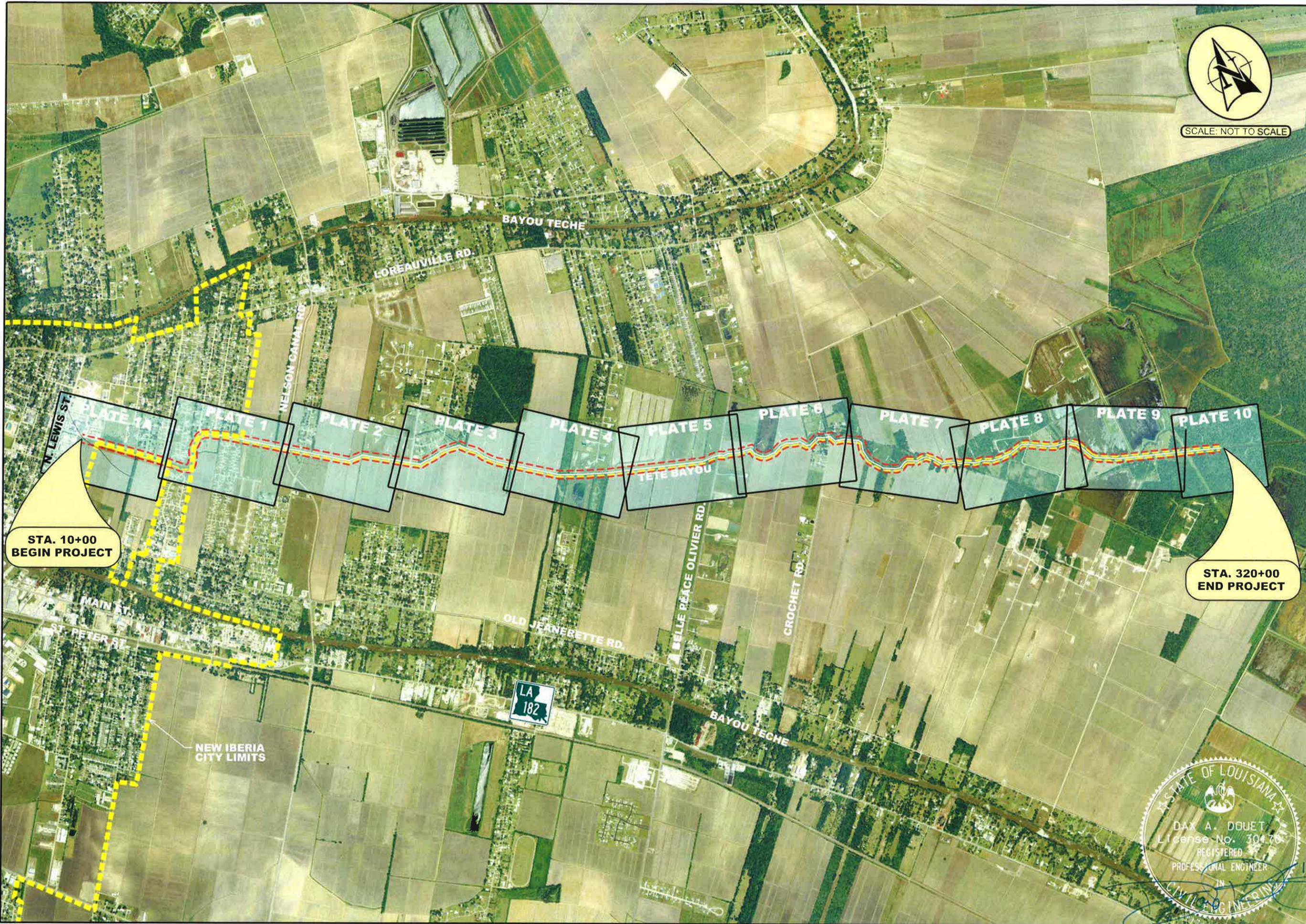
SCALE: NOT TO SCALE

| | |
|--------------|-----------------------------|
| SHEET NUMBER | 003 |
| IBERIA | TETE BAYOU CLEANING PROJECT |
| PARISH | PROJECT |
| SRS | 12-10-12 |
| DESIGNED | DATE |
| D. DOUET | |
| CJM | |
| CHECKED | |
| SRS | |

PLATES INDEX



| | | |
|---------|-------------|----|
| DATE | DESCRIPTION | BY |
| | | |
| | | |
| | | |
| JOB NO. | 2108647.02 | |



STATE OF LOUISIANA
 DAX A. DOUET
 License No. 30476
 REGISTERED
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING

12/10/12



| | |
|---|-----------------------------|
| SHEET NUMBER 003g | |
| IBERIA | TETE BAYOU CLEANING PROJECT |
| DESIGNED SPS | CHECKED D. DOUET |
| DATE 12-10-12 | |
| PLATE 1A | |
|  | |
|  | |
| DATE | REVISION DESCRIPTION |
| | |
| JOB NO. 2108647.02 | |



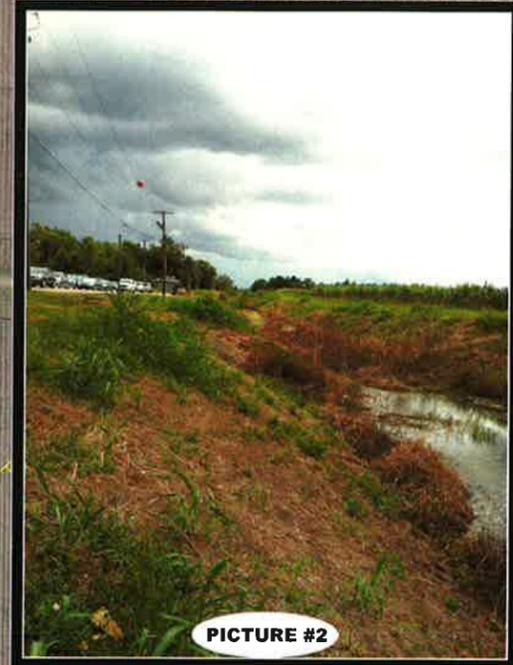
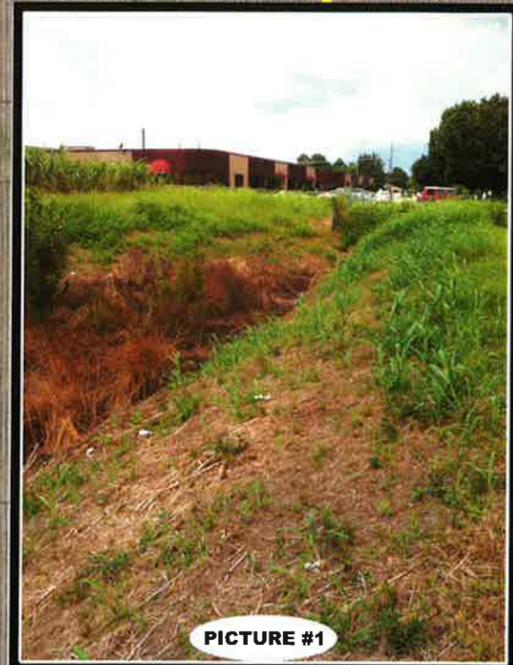
SCALE: 1" = 200'

**STA. 10+00
BEGIN PROJECT**

**STA. 14+24.08
BEGIN CLEANING**

LEGEND

| | |
|---|----------------------------|
|  | TYPE I CLEARNG/GRUBBING |
|  | TYPE II CLEARING/GRUBBING |
|  | TYPE III CLEARING/GRUBBING |





SCALE: 1" = 200'

| | |
|------------------|-----------------------------|
| SHEET NUMBER | 005 |
| IBERIA | |
| PARISH | |
| DESIGNED SRS | |
| CHECKED D. DOUET | |
| DATE | 12-10-12 |
| DETAILED CMH | |
| CHECKED SRS | |
| PROJECT | TETE BAYOU CLEANING PROJECT |
| SHT. 2 OF 13 | |

PLATE 2



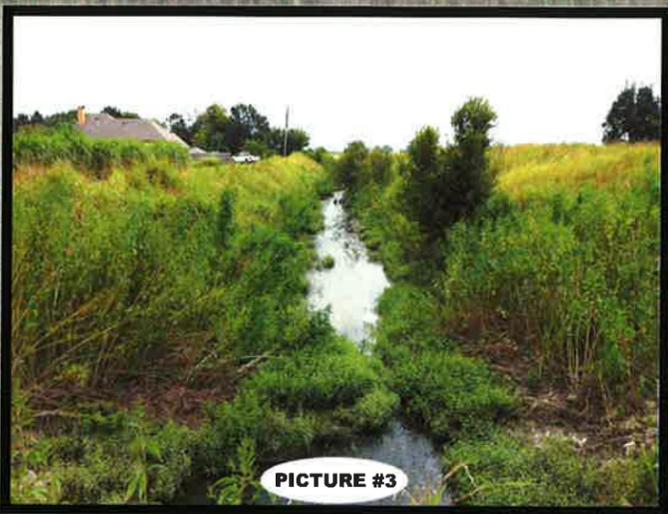
| DATE | REVISION DESCRIPTION | BY |
|------|----------------------|----|
| | | |
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| | | |

JOB NO. 2108647.02



LEGEND

| | |
|--|----------------------------|
| | TYPE I CLEARING/GRUBBING |
| | TYPE II CLEARING/GRUBBING |
| | TYPE III CLEARING/GRUBBING |



STATE OF LOUISIANA
 DAX A. DOUET
 License No. 30170
 REGISTERED
 PROFESSIONAL ENGINEER

[Signature] 12/10/12



SCALE: 1" = 200'

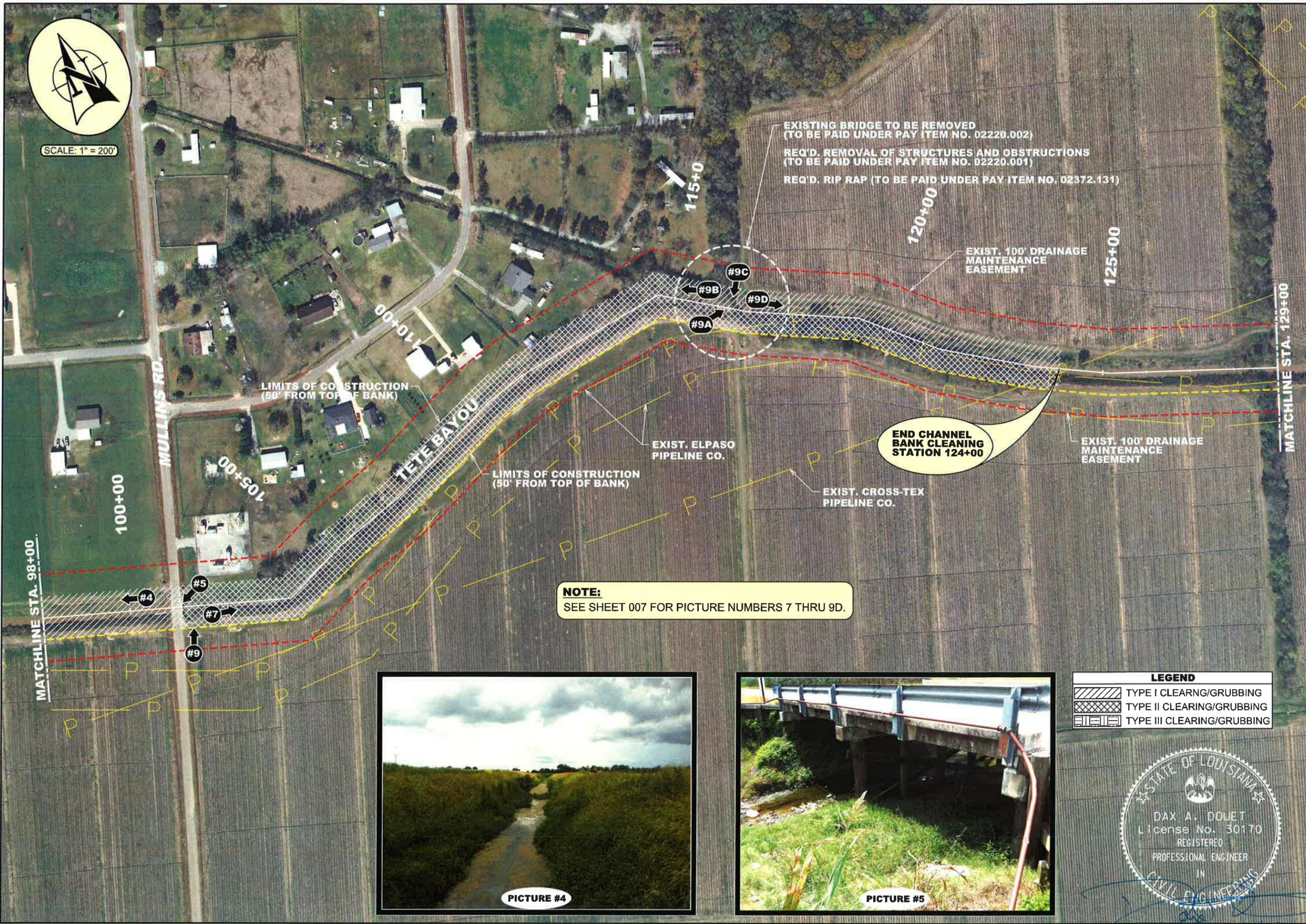
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|--------------|-----------------------------|
| SHEET NUMBER | 006 |
| IBERIA | TETE BAYOU CLEANING PROJECT |
| PARISH | |
| DESIGNED SRS | O. DOUET |
| CHECKED | |
| DATE | 12-10-12 |
| DATE | |

SHT. 3 OF 13

PLATE 3



| | |
|----------------------|------------|
| DATE | |
| REVISION DESCRIPTION | |
| BY | |
| JOB NO. | 2108647.02 |



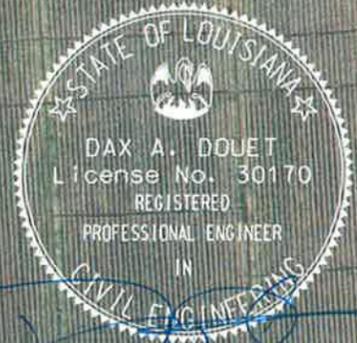
PICTURE #4



PICTURE #5

LEGEND

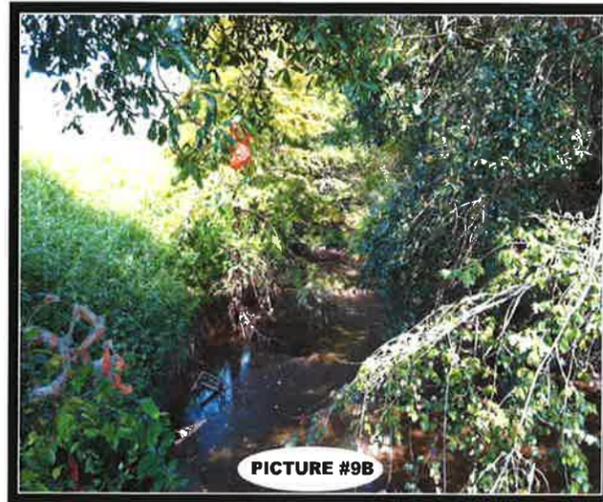
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|--|----------------------------|
| | TYPE I CLEARING/GRUBBING |
| | TYPE II CLEARING/GRUBBING |
| | TYPE III CLEARING/GRUBBING |



[Handwritten signature and date]
12/10/12



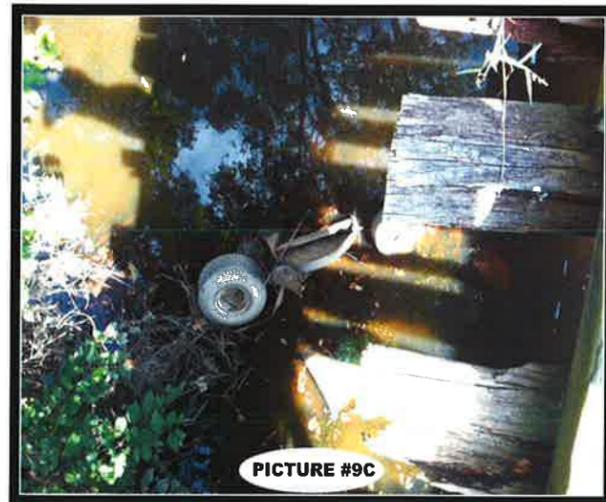
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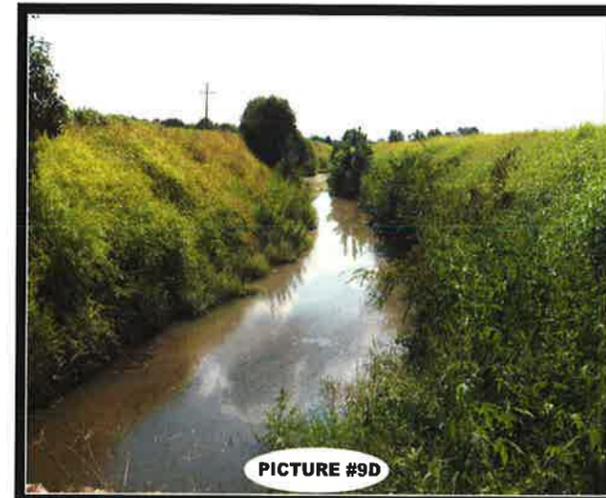
PICTURE #9B



PICTURE #9A



PICTURE #9C



PICTURE #9D

STATE OF LOUISIANA
 DAX A. DOUET
 License No. 30170
 REGISTERED
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING

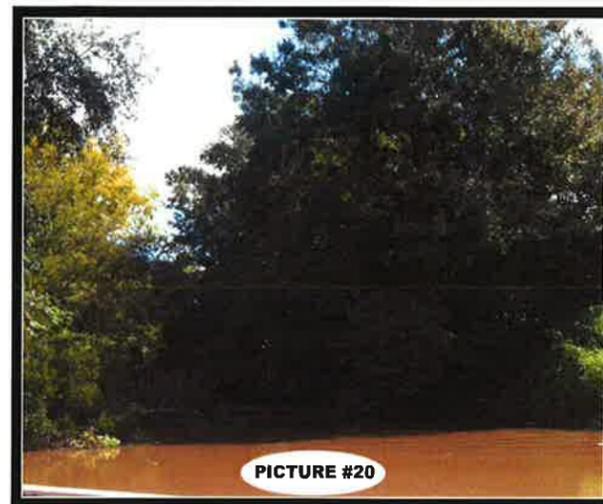
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|---|----------------------|-----------------------------|----------|
| SHEET NUMBER | | 007 | |
| IBERIA | | TETE BAYOU CLEANING PROJECT | |
| PARISH | | PROJECT | |
| DESIGNED | SFS | CHECKED | D. DOUET |
| Detailed | CAM | CHECKED | SFS |
| DATE | | 12-10-12 | |
| PLATE 3 (CONT.) | | | |
| SHT. 4 OF 13 | | | |
|  | | | |
|  | | | |
| Project: 12/17/12/12/12 By: 12/17/12/12/12 | | | |
| DATE | REVISION DESCRIPTION | BY | |
| | | | |
| JOB NO. 2108647.02 | | | |



PICTURE #18



PICTURE #19



PICTURE #20



PICTURE #21



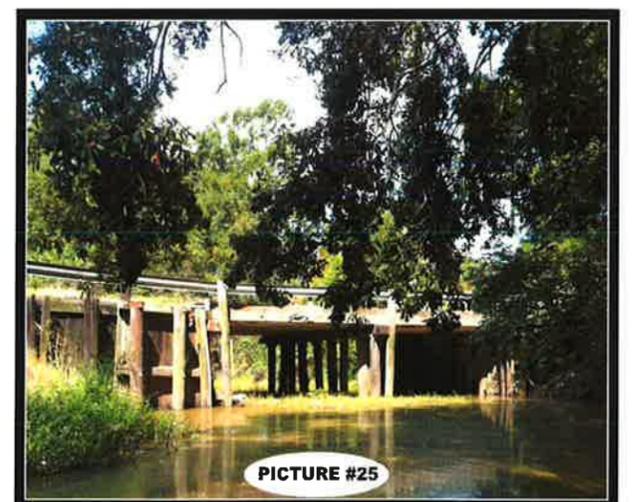
PICTURE #22



PICTURE #23



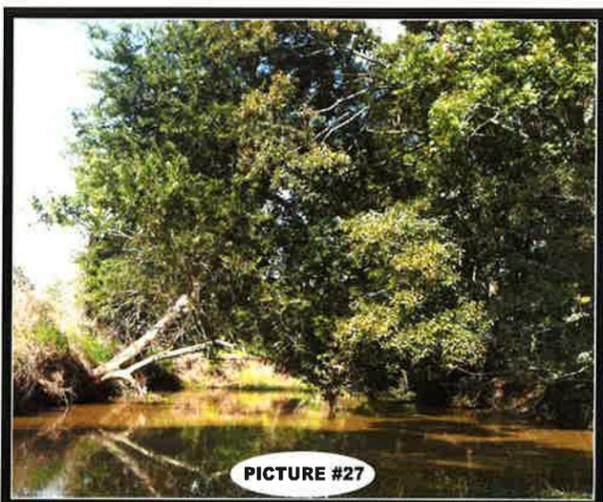
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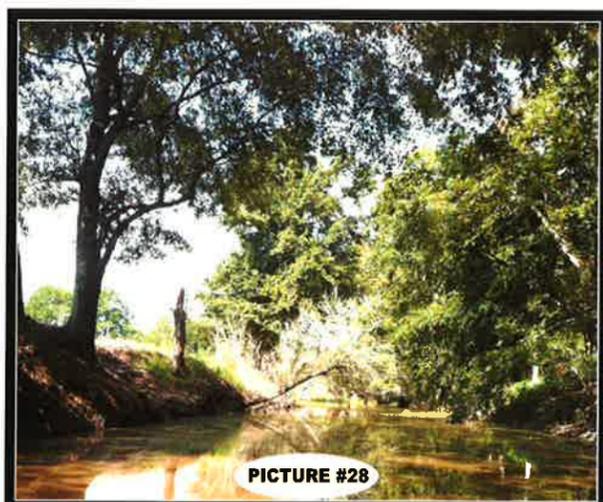
PICTURE #25



PICTURE #26



PICTURE #27



PICTURE #28

STATE OF LOUISIANA
 DAX A. DOUET
 License No. 30170
 REGISTERED
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 DATE: 12/10/12

| | | | |
|---|----------|-----------------------------|----------|
| SHEET NUMBER | | 011 | |
| IBERIA | | TETE BAYOU CLEANING PROJECT | |
| PARISH | | PROJECT | |
| DESIGNED | SPS | CHECKED | D. DOUET |
| DATE | 12-10-12 | DATE | 12-10-12 |
| DETAILED | C.M. | CHECKED | SRS |
| DATE | | | |
| SHT. 8 OF 13 | | | |
| PLATE 6 (CONT.) | | | |
|  | | | |
|  | | | |
| Job No. 2108647.02 Date: 12/10/12 | | | |
| REVISION DESCRIPTION BY DATE | | | |



SCALE: 1" = 200'



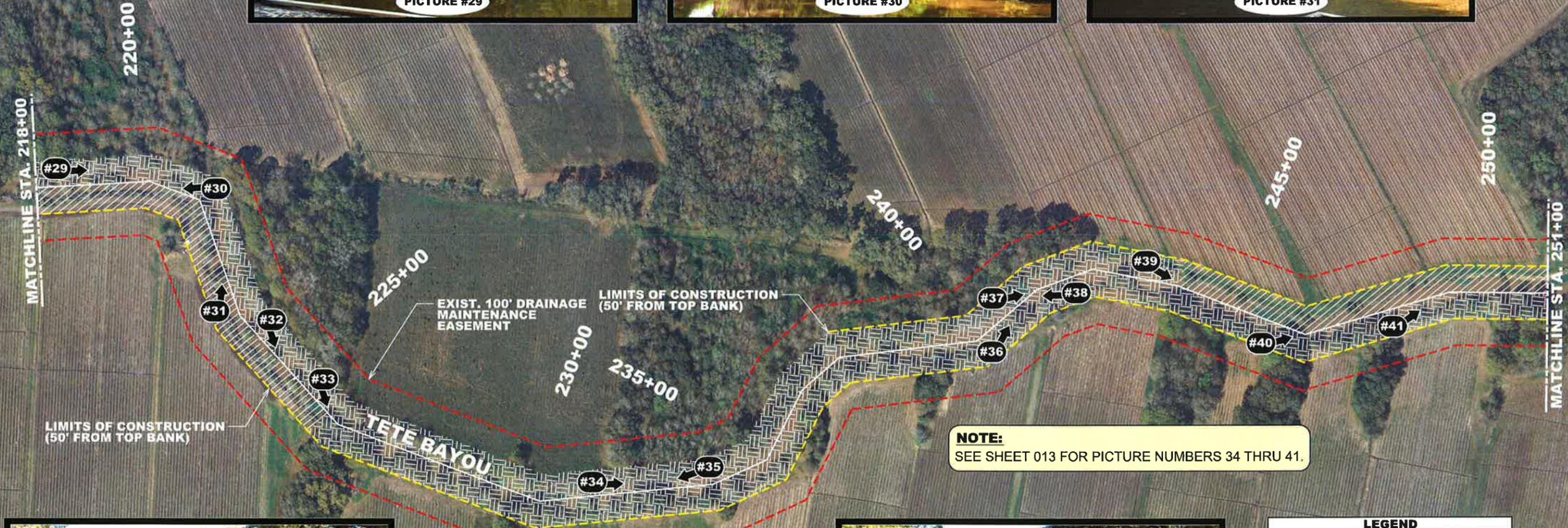
PICTURE #29



PICTURE #30



PICTURE #31



NOTE:
SEE SHEET 013 FOR PICTURE NUMBERS 34 THRU 41.

LEGEND

| | |
|--|----------------------------|
| | TYPE I CLEARING/GRUBBING |
| | TYPE II CLEARING/GRUBBING |
| | TYPE III CLEARING/GRUBBING |



PICTURE #32



PICTURE #33



| | |
|------------------|-----------------------------|
| SHEET NUMBER | 012 |
| IBERIA | TETE BAYOU CLEANING PROJECT |
| PARISH | PROJECT |
| DESIGNED SRS | 12-10-12 |
| CHECKED D. DOUET | DATE |
| DETAILED C.J.H. | |
| CHECKED SRS | |

PLATE 7

SPR 8 OF 13

IBERIA PARISH, LOUISIANA

FENSTERMAKER

Professional Engineer License No. 127137, State of Louisiana, Expiration 12/31/2020

| | | |
|------|-------------|----|
| DATE | DESCRIPTION | BY |
| | | |

JOB NO. 2108647.02

12/10/12



PICTURE #34



PICTURE #35



PICTURE #36



PICTURE #37



PICTURE #38



PICTURE #39



PICTURE #40



PICTURE #41

STATE OF LOUISIANA
 DAX A. DOUET
 License No. 30170
 REGISTERED
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING

[Handwritten signature and date: 12/10/12]

| | | | |
|--------------|----------|-----------------------------|----------|
| SHEET NUMBER | | 013 | |
| IBERIA | | TETE BAYOU CLEANING PROJECT | |
| PARISH | | PROJECT | |
| DESIGNED | SRS | DATE | 12-10-12 |
| CHECKED | D. DOUET | | |
| DETAILED | C.H. | | |
| CHECKED | SRS | | |

PLATE 7 (CONT.)

SH. 10 OF 13

IBERIA PARISH ANTI-SLOTT

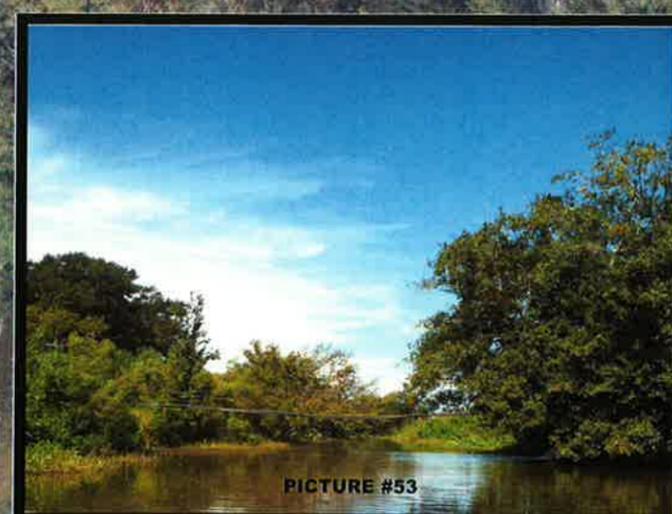
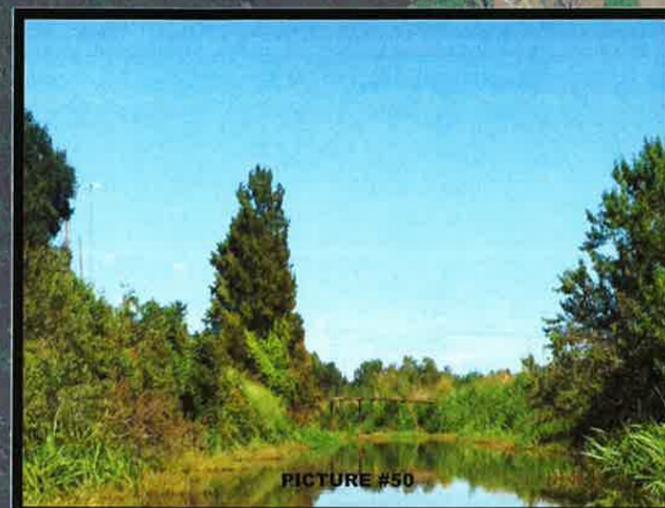
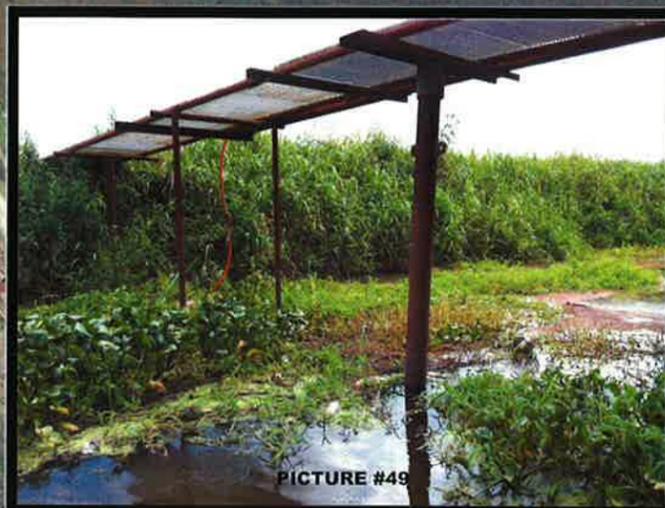
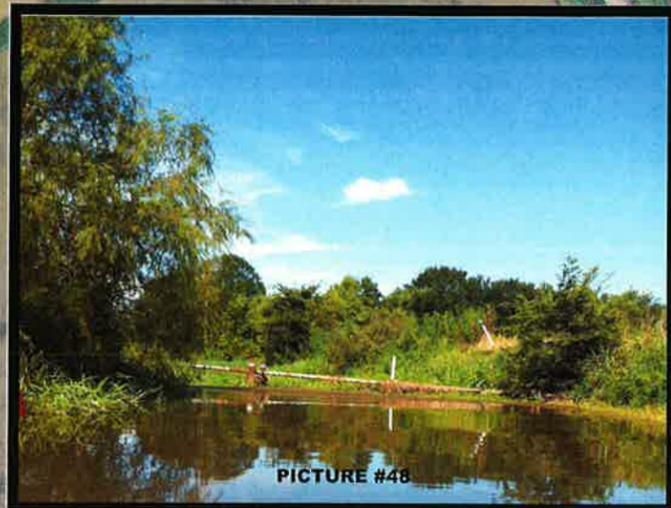
FENSTERMAKER
 1414 Maple Street
 Iberville, LA 70359
 Phone: (504) 733-0333
 Fax: (504) 733-2995

| DATE | REVISION DESCRIPTION | BY |
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JOB NO.
2108647.02

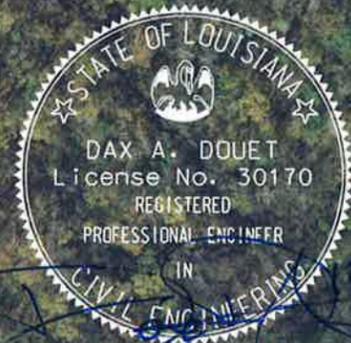


SCALE: 1" = 200'



LEGEND

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| | TYPE I CLEARING/GRUBBING |
| | TYPE II CLEARING/GRUBBING |
| | TYPE III CLEARING/GRUBBING |



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|--|-----------------------------|
| SHEET NUMBER | 015 |
| IBERIA | TETE BAYOU CLEANING PROJECT |
| PARISH | PROJECT |
| DESIGNED SFS | C.H. DATE |
| CHECKED D. DOUET | SFS |
| DATE | 12-10-12 |
| SHEET 12 OF 13 | |
| PLATE 9 | |
| | |
| | |
| No. 107-131-0100 145 Higgins Street Metairie, LA 70002 | |
| BY | |
| DATE | |
| REVISION DESCRIPTION | |
| JOB NO. | 2108647.02 |



PICTURE #54



PICTURE #55



PICTURE #56



SCALE: 1" = 200'

MATCHLINE STA. 309+00

310+00

315+00

320+00

EXIST. 100' DRAINAGE MAINTENANCE EASEMENT

TETE BAYOU

EXIST. 100' DRAINAGE MAINTENANCE EASEMENT

STA. 320+00
END PROJECT

| LEGEND | |
|--------|----------------------------|
| | TYPE I CLEARING/GRUBBING |
| | TYPE II CLEARING/GRUBBING |
| | TYPE III CLEARING/GRUBBING |



SHEET NUMBER 016

IBERIA

PARISH

DESIGNED SRS D. DOUET
CHECKED
DATE 12-10-12

DETAILED C.M. SRS
CHECKED
DATE

PLATE 10



| DATE | REVISION DESCRIPTION | BY |
|------|----------------------|----|
| | | |
| | | |
| | | |

JOB NO. 2108647.02