

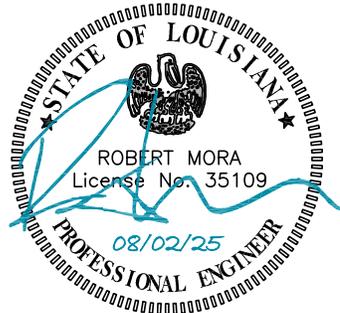
# PROJECT MANUAL

## City Park Sewer Replacements (Carousel Gardens Amusement Park at Stadium Drive)

August 2, 2025

Prepared For:  
City Park Conservancy  
1 Palm Drive  
New Orleans, LA 70124

Prepared By:  
Batture LLC  
Robert Mora, PE, PLS  
5110 Freret Street  
New Orleans, LA 70115



The following Contract Documents and Technical Specifications have been prepared under my direct supervision and guidance for the New Orleans City Park Improvements Association in conjunction with the Plans and for the explicit use by the Owner and Contractors for the bidding and construction of the project: City Park Sewer Replacements (Carousel Gardens Amusement Park at Stadium Drive).

**SECTION 000110**

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## SECTION 000103 – PROJECT DIRECTORY

### PART 1 - GENERAL

#### 1.01 PROJECT DIRECTORY

- A. Owner: City Park Conservancy
  - 1. Address: 1 Palm Drive
  - 2. City, State, Zip: New Orleans LA 70124
- B. Owner's Representative:
  - 1. Contact: Randy Odinet
  - 2. Email: rodinet@nocp.org
- C. Civil Engineer: Batture LLC
  - 1. Address: 5110 Freret Street
  - 2. City, State, Zip: New Orleans, LA 70115
  - 3. Contact: Robert Mora, PE, PLS
  - 4. Email: bmora@batture-eng.com

END OF SECTION 000103

## SECTION 001116 – ADVERTISEMENT FOR BIDS

Sealed bids will be received for the CITY PARK CONSERVANCY, CITY PARK SEWER REPLACEMENTS by City Park Conservancy Purchasing and Contract Services Department in the City Park Administration Building, 1 Palm Drive, New Orleans, Louisiana 70124 at the Reception Desk, until 1:45 PM Local Time, Friday, September 12, 2025.

To be valid, Sealed Bids must be delivered by hand or mail to City Park Administration Building, 1 Palm Drive, New Orleans, Louisiana 70124 at the Reception Desk between 8:30 AM and 4:30 PM, Monday through Friday and up to 1:45 pm on Friday, September 12, 2025.

No bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bids will be opened and read aloud at 2:00 PM Local Time, on Friday, September 12, 2025 at the Board Room of the City Park Administration Building, 1 Palm Drive, New Orleans, Louisiana 70124.

Any person with disabilities requiring special accommodations must contact City Park Conservancy (“Owner”) by emailing Courtney Charbonnet, Manager of Purchasing and Contract Services [ccharbonnet@nocp.org](mailto:ccharbonnet@nocp.org) no later than seven (7) days prior to bid opening.

Bids shall be addressed to the City Park Conservancy Purchasing and Contract Services Department. Bid envelopes shall be opaque and sealed, display the name and address of the bidder, the Louisiana CONTRACTOR’s license number of the bidder and be clearly marked on the outside of the envelope “CITY PARK SEWER REPLACEMENTS”. Any bids received after the specified time and date will not be considered.

A non-mandatory Pre-Bid Conference will be held on Friday, August 29, 2025 at 9:30AM Local Time at the Board Room at City Park Administration Building, 1 Palm Drive, New Orleans, Louisiana 70124. All bidders and sub-contractors are encouraged to attend.

City Park Conservancy encourages small and minority-owned firms and women’s business enterprises (DBE’s, including MBE’s, WBE’s and SBE’s) and Section 3 business to participate.

The Project consists of: Sanitary sewer pipe and manholes, trenchless construction, and sidewalk restoration.

Electronic copies of Bidding Documents can be requested by emailing:  
Courtney Charbonnet  
Manager of Purchasing and Contract Services  
[ccharbonnet@nocp.org](mailto:ccharbonnet@nocp.org)

All questions should be directed to Courtney Charbonnet, Manager of Purchasing and Contract Services [ccharbonnet@nocp.org](mailto:ccharbonnet@nocp.org) . Last date for submitting questions is Friday, September 5, 2025 at 1:45 PM local time.

Each Bidder must deposit with the bid, security in the amount of at least five percent (5%) of the total bid price, as described in the Instructions to Bidders. Bid bonds shall be written by a surety or insurance company meeting the requirements noted in L.R.S. 38:2218; with the exception that sureties obtaining bonds on federally funded projects must appear as acceptable on the U.S. Department of Treasury Circular 570.

The successful Bidder shall be required to furnish a Performance Bond and Payment Bond, in an amount equal to 100% of the Contract amount, written by a surety of insurance company meeting the

requirements noted in L.R.S. 38:2219 A. (1)(a), (b) and (c); with the exception that sureties used for obtaining bonds on federally funded projects must appear as acceptable on the U.S. Department of Treasury Circular 570.

The Owner reserves the right to reject any or all bids for just cause. Such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. In accordance with L.R.S. 38:2212.B.(1), the provisions and requirements stated in the bidding documents shall not be considered as informalities and shall not be waived.

The project is funded directly by City Park Conservancy.

CITY PARK CONSERVANCY

PUBLISH:

The Advocate – Baton Rouge & The Times-Picayune/The New Orleans Advocate

Friday, August 22, 2025

Friday, August 29, 2025

## SECTION 002113 – INSTRUCTIONS TO BIDDERS

### COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **60** consecutive calendar days, subject to such extensions as may be granted in accordance with the Contract Documents and acknowledges that this construction time will start on or before the date specified in the written “Notice to Proceed” from the Owner.

### LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **One Thousand Dollars (\$1000.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the “Notice to Proceed”. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

### CONSTRUCTION CLASSIFICATION:

Bids will be accepted from Contractors who are properly licensed for the classification of **Municipal and Public Works Construction**, (see La. R.S. 37:2156.2 for classifications).

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## SECTION 1

### DEFINITIONS

- 1.1 “Alternate Bid” (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted by the Owner.
- 1.2 “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which work may be added or deducted for sums stated in any Alternate Bid.
- 1.3 “Bid” is a complete and properly signed Uniform Public Work Bid Form to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents and subject to the requirements of the Contract Documents.
- 1.4 “Bidder” is one who submits a Bid for a prime contract with the Owner for the Work described in the proposed Contract Documents.
- 1.5 “Bidding Documents” include but are not limited to:
- 1.5.1 All definitions set forth in the General Conditions of the Contract.

- 1.5.2 "Addendum" or "Addenda" are written, or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, approvals, clarifications or corrections.
- 1.5.3 "Contract Documents" include all documents identified in the Agreement between the Successful Bidder and the Owner.
- 1.6 "Owner" is the City Park Conservancy.
- 1.7 "Sub-bidder" is one who submits a bid to a Bidder for a portion of the Work.
- 1.8 "Successful Bidder" means the most advantageous qualified responsible and responsive Bidder submitting a Bid and to whom the Owner makes an award.
- 1.9 "Contractor" shall refer to the individual, firm, or legal entity under contract with the Owner to perform the Work required by the Contract Documents, including providing labor, materials, equipment, and services necessary for proper execution and completion of the Work. The term "Contractor" shall include the Contractor's authorized representatives, employees, Subcontractors, suppliers, and any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor.
- 1.10 "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.11 "Work" consists of the duties and obligations undertaken by the Bidder in accordance with the Contract Documents to complete the Project identified in the Contract Documents.

## **SECTION 2**

### **BIDDER'S REPRESENTATION**

- 2.1 Each Bidder by submitting a completed and signed Bid represents that:
  - 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance Therewith.
  - 2.1.2 He has examined and personally visited the site and the location of the proposed Work and has familiarized himself with the local conditions under which the Work is to be performed to include correlation of his personal observations with the requirements of the Contract Documents.
  - 2.1.3 His Bid is based upon the materials, systems, equipment or other items and conditions described in the Bidding Documents without exception.
  - 2.1.4 He is satisfied as to (1) the conditions to be encountered, (2) the character, quality, and scope of the proposed Work, (3) the quality and quantity of the materials to be furnished, and (4) the requirements of the Bid, the plans and specifications, and other Contract Documents.
  - 2.1.5 He is fully qualified and licensed in accordance with La. R.S. 37:2150.1 through 37:2164 as amended, and under applicable state and local licensing requirements and he shall be responsible for determining that he and all Sub-bidders or prospective subcontractors are duly licensed in accordance with state and local authorities.

### **SECTION 3**

#### **BIDDING DOCUMENTS**

##### **3.1 COPIES**

- 3.1.1 Prime bidders who are properly licensed by the Louisiana State Licensing Board for Contractors may obtain from the Owner (unless another issuing office is designated in the Advertisement for Bid) at least one set of complete Bidding Documents for the deposit, if any, stated in the Advertisement for Bid. Deposits for documents will be returned in accordance with law.
- 3.1.3 Complete sets of Bidding Documents should be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.4 The Owner or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license for any other use.

##### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.2.2 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding upon the Owner and Bidders shall not rely upon such interpretations, corrections and changes.

##### **3.3 SUBSTITUTIONS/PRIOR APPROVALS**

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any substitution proposed by the Bidder.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect and Owner at least ten (10) calendar days prior to the date for receipt of bids. Each such request shall include the name of the manufacturer and distributor of the materials or equipment of the substitute and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The decision of the Owner concerning any substitute shall be final.
- 3.3.3 If the Owner approves any proposed substitution, such approval will be set forth in an Addendum. Bidder shall not rely upon approvals made in any other manner, whether oral or in writing.

##### **3.4 ADDENDA**

- 3.4.1 Addenda will be transmitted or delivered to all Bidders who have requested Bidding Documents in accordance with law.
- 3.4.2 Each Bidder should ascertain from the Architect prior to submitting a Bid that he has received all Addenda issued. All bids will be considered by the Owner as if the Bidder had received and considered all Addenda.

#### **SECTION 4**

#### **BIDDING PROCEDURE**

##### 4.1 FORM AND STYLE

- 4.1.1 Bids should be submitted on the Uniform Public Work Bid Form provided by the Owner. The form can be removed from the project manual or specifications. A duplicate copy is also acceptable.
- 4.1.2 Information requested on the Uniform Public Work Bid Form should be filled in by typewriter or legible hand printing or writing in ink.
- 4.1.3 Where so indicated by the makeup of the Uniform Public Work Bid Form, prices should be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words shall govern.
- 4.1.4 All requested alternates shall be Bid.
- 4.1.5 Bidder shall not qualify his Bid in any manner.
- 4.1.6 Each Bid shall state the name of the Bidder. Written evidence of the authority of the person signing the Bid, if required by law, should be attached to the bid. Bidders are instructed to carefully review the law and the Uniform Public Work Bid Form for requirements in submission of a bid.
- 4.1.7 Bidder shall certify that he is properly licensed and should show his license number on the Uniform Public Work Bid Form in the designated space and shall show his license number on the bid envelope. Failure of the Bidder to certify that he is licensed or to include the contractor's license number on the bid envelope may result in the Bid being automatically rejected, so marked, returned to the Bidder, and not read aloud in accordance with Louisiana Revised Statute 37:2163.
- 4.1.8 Bidders should attach or enclose with the signed Uniform Public Work Bid Form all other necessary documents, including but not limited to written proof as set forth in Section 4.1.6 and the Bid Security.

##### 4.2 BID SECURITY

- 4.2.1 Bids may not be considered or accepted if the Bid is not accompanied by bid security in an amount of five percent (5%) of the Base Bid. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in the state of Louisiana and qualified as required by the provisions of Louisiana Revised Statute 38:2218 and 38:2219. Any bond should be accompanied by the appropriate power of attorney with a valid effective date.

- 4.2.2 Bid security furnished by the Bidder should guarantee that the Bidder will, if awarded the Contract, perform according to the terms of his Bid and the Bidding Documents and will enter into the Contract with the Owner.
- 4.2.3 Should the Bidder fail to perform according to his Bid and the Bidding Documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 4.2.4 The Owner will have the right to retain the bid security of bidders until either (a) the Contract has been executed and Bonds have been furnished by the Bidder awarded the Contract, or (b) the time for the rejection of all Bids by the Owner has expired.

#### 4.3 SUBMISSION OF BIDS

- 4.3.1 The signed Uniform Public Work Bid Form, the bid security, and any other documents to be submitted with the Uniform Public Work Bid Form should be enclosed in a sealed, opaque envelope. The envelope should be addressed to City Park Conservancy at 1 Palm Dr., New Orleans, LA 70124 and be plainly marked "BIDS FOR CONSTRUCTION OF CITY PARK SEWER REPLACEMENTS" and include the Bidder's name, address, and **shall** include the Louisiana contractor's license number. If the Bid is sent by mail, the sealed envelope should be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid, or any extension thereof made by Addendum. Bidders are responsible for timely delivery at the location designated for receipt of Bids. Delays in the U.S. Mail or any other agent or delivery service remain the responsibility of the Bidder. Bids received after the time and date for receipt of bids will be returned unopened.

#### 4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder except in accordance with law.
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by written notice to the party receiving Bids at the place and prior to the time designated for opening of Bids
- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the opening of Bids.
- 4.4.4 Bid security should be in an amount sufficient for the Bid as modified or resubmitted.

### SECTION 5

#### **CONSIDERATION OF BIDS**

##### 5.1 OPENING OF BIDS

- 5.1.1 Unless stated otherwise in the Advertisement for Bids, the properly identified Bids received on time will be opened publicly, will be read aloud, and an abstract of the amounts of the Base Bids and Alternates, if any, will be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids in accordance with law.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The Owner shall award a contract to the lowest responsive and most advantageous responsible Bidder provided the Bid has been submitted in accordance with law, and the Owner does not reject any or all Bids in accordance with law.

**SECTION 6**

**SUBMISSIONS**

6.1 If required by the Owner, the apparent low most advantageous Bidder shall submit to the Architect and the Owner prior to award of the Contract, written documentation from any manufacturer that the manufacturer will issue the guarantee, such as a roof system guarantee, based on the specified system or equipment and include the name of the applicator acceptable to the manufacturer for installing the specified system and all requirements of the manufacturer which must be met in order for the guarantee to issue. The manufacturer shall be one that has received prior approval or is named in the specifications.

**SECTION 7**

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- 7.1 The successful Bidder shall furnish and pay for a performance bond and a statutory payment bond for public works, in accordance with the Contract Documents and Louisiana Revised Statute 38:2219 as amended.
- 7.2 The Bonds shall be issued in accordance with the provisions of Louisiana Revised Statute 38:2216 and 2219 as amended, except that they will be in the amount of one hundred percent of the Contract amount.
- 7.3 The Contractor is expected to record the executed Agreement and Bonds with the Clerk of Court for the Parish of Orleans.

**SECTION 8**

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

8.1 Unless otherwise provided in the Bidding Documents, the Agreement and bond forms for the Work will be written on the forms as attached in the Contract Documents. Within five (5) days after the proposed agreement is presented to the Successful Bidder for execution, the Successful Bidder and his surety must execute the Agreement.

**SECTION 9**

**AFFIDAVIT OF COMPLIANCE WITH LOUISIANA REVISED STATUTES 38:2212.9, 2224 AND 2227**

- 9.1 Each person submitting a Bid, prior to an award of the Contract to them, will be required to sign and execute an affidavit before a Notary Public in the form provided to the effect that Bidder is qualified in accordance with law to Bid on the Work and to undertake the Work, and Bidder has not colluded with any person, firm, or corporation in regard to any Bid submitted, all in accordance with law. The form of the affidavit is in the Bidding Documents.

**SECTION 10**

**UNIT PRICES**

- 10.1 Unit prices other than those requested in the Uniform Public Work Bid Form should not be submitted with any Bid.
- 10.2 Unit prices furnished by the Contractor in the form of a proposal shall not be construed as an authorization to perform work or expend monies. Any change in the Work must be authorized by a written change order and signed in accordance with the Contract Documents.

**SECTION 11**

**RELIEF FROM BID MISTAKE**

- 11.1 Bidders are advised to review the provisions of law, particularly Louisiana Revised Statute 38:2214 C and D, as amended from time to time, to support an application to withdraw a Bid.
- 11.2 In the event a Bidder, after opening of the bids, attempts to utilize the provisions of Louisiana Revised Statute 38:2214 C to attempt to withdraw its bid, the Owner will be the sole party to determine whether the alleged bid mistake is substantial.

**SECTION 12**

**PRE-BID CONFERENCE**

- 12.1 A optional pre-bid conference will be held at the time and place designated in the Advertisement for Bids.

**SECTION 13**

**COMPLETION TIME AND LIQUIDATED DAMAGES**

- 13.1 The completion of the Work must be within the time stated in these Instructions to Bidders, subject to any extensions as may be granted in accordance with Contract Documents or the contractor shall pay the Liquidated Damages in the amount as stated in these Instructions to Bidders.

**SECTION 004100 – LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**PART 1 - GENERAL**

**1.01 FORM OF BID**

A. The following form of the bid shall be used by the Contractor in submitting for bid:

1. Louisiana Uniform Public Work Bid Form (latest edition)
2. A delineated line item copy is provided with the bid package as Exhibit A.

**END OF SECTION 004100**

**SECTION 004105 – CHECKLIST FOR BIDDERS**

**PART 1 - INFORMATION ON BID ENVELOPE**

- A. \_\_\_\_\_ Company Name and Address
- B. \_\_\_\_\_ Louisiana Contractor's License Number
- C. \_\_\_\_\_ Owner's Project Name

**PART 2 - INFORMATION ON PROPOAL FORMS LOCATED IN SPECIFICATIONS**

- A. \_\_\_\_\_ Fill in Proposal with Company's Information
- B. \_\_\_\_\_ Check for Arithmetic Correctness (errors to be corrected per General Conditions)
- C. \_\_\_\_\_ Acknowledge Addenda
- D. \_\_\_\_\_ Sign Bid

**PART 3 - BID PROPOSAL REQUIRED ATTACHMENTS**

- A. \_\_\_\_\_ 5% of Bid Cashier's Check, Cash, or Bid Bond
- B. \_\_\_\_\_ Corporate Resolution indicating Proof of Authorization for Signature of Bid if required in Accordance with LA RS 38:2212.

END OF SECTION 004105

**SECTION 004317 – AFFIDAVIT OF COMPLIANCE  
SAMPLE AFFIDAVIT OF COMPLIANCE WITH LOUISIANA REVISED STATUTES 38:2212.9, 38.2224  
AND 38:2227**

STATE OF: \_\_\_\_\_  
PARISH/COUNTY OF: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_  
NAME/LOCATION: \_\_\_\_\_

**AFFIDAVIT**

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he/she has read and signed this affidavit and he/she does hereby attest, under oath, as follows:

(1) That affiant and his/her firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the above-referenced project with the City Park Conservancy under which he will, if awarded the contract, receive or have received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant;

(2) That no part of the contract price to be received or received by affiant or his/her firm was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant;

(3) That neither affiant, nor any partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any crimes enumerated in Louisiana Revised Statute 38:2227, or equivalent federal crimes; and

(4) That neither affiant, nor any individual with an ownership interest of five percent or more in his/her firm has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts as described in Louisiana Revised Statute 38:2212.8.

**Affiant (Bidder or representative):**

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

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

**SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

By \_\_\_\_\_

Notary Public

END OF SECTION 004317

## SECTION 006000 – PROJECT FORMS

### PART 1 - GENERAL

#### 1.01 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of the Owner/Contractor Agreement and General Conditions shall be used for the Project:
  - 1. AIA Document A104-2017, “Standard Abbreviated Form of Agreement Between Owner and Contractor”.
  - 2. The Supplementary Conditions for the Project are prepared separately.

#### 1.02 ADMINISTRATIVE FORMS

- A. Copies of AIA standard forms may be obtained from the American Institute of Architects
  - 1. <https://shop.aiacontracts.com/search/role/Contractor?curpage=1>
- B. Preconstruction Forms:
  - 1. Bid Bond: AIA Document A310, “Bid Bond”
  - 2. Performance Bond: AIA Document A312, “Performance Bond”.
  - 3. Payment Bond: AIA Document A312, “Payment Bond”.
  - 4. Forms to be purchased by Contractor directly from AIA.
- C. Information and Modification Forms:
  - 1. Form of Request for Proposal: AIA Document G709, “Proposal Request”
  - 2. Change Order Form: AIA Document G701, “Change Order”
  - 3. Schedule of Values Form: AIA Document G703, “Continuation Sheet”
  - 4. Payment Application” AIA Document G702/703: “Application and Certificate for Payment and Continuation Sheet”
  - 5. Form of Contractor’s Affidavit: AIA Document G706, “Contractor’s Affidavit of Payment of Debts and Claims”
  - 6. Form of Affidavit of Release of Liens: AIA Document G706A, “Contractor’s Affidavit of Payment of Release of Liens”
  - 7. Form of Consent of Surety: AIA Document G707, “Consent of Surety to Final Payment”
  - 8. Forms to be purchased by Contractor directly from AIA.

END OF SECTION 006000

## SECTION 015639 - TREE PROTECTION AND TRIMMING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

#### 1.02 DEFINITIONS

- A. Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- B. Tree Trunk: The main stem of a tree, usually covered with bark.
- C. Roof Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- D. Finish Grade: Elevation of finished surface of planting soil.
- E. Drip Line: The outer most leaves of a tree that defines the visible outer edge of the tree.
- F. Critical Root Zone (CRZ): The portion of the root system that is the minimum necessary to maintain vitality or stability of the tree. The CRZ is measured as one foot radius for every one inch of diameter breast height (DBH).

#### 1.03 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each type of organic mulch in sealed plastic bags labeled with composition of materials by percentage of weight, protection-zone fencing, and protection-zone signage.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- D. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- F. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

#### 1.04 QUALITY ASSURANCE

- A. Arborist Qualifications: Louisiana licensed arborist with insurance and permit from the City of New Orleans Department of Parks and Parkways.
- B. Pre-installation Conference: Conduct conference at project site

#### 1.05 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking and/or driving vehicles or equipment.

3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or digging unless otherwise indicated.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
  8. Discharge chemicals, paints, thinners, or other compounds deemed detrimental to the health of the tree within the drip lines and protection zones.
  9. Cutting tree limbs, trunks, and/or roots.
  10. Hitting tree limbs, trunks, and/or roots with construction equipment and/or tools.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

#### **1.06 LIQUIDATED DAMAGES**

- A. The contractor shall be assessed liquidated damages for conducting prohibited practices within drip lines of trees.
- B. Damage assessments in the amount of the percentage of the prohibited practice's severity will be multiplied by the dollar value of the affected tree to determine the cost of the liquidated damages.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
- B. Topsoil: Stockpiled topsoil from location shown on Drawings.
- C. Organic Mulch: Shredded hardwood, free from deleterious materials and contains no cypress wood.
- D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements.
1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 1-5/8-inch- (42-mm-) OD top rails and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
  2. Height of Fencing: 6 feet (1.8 m).
  3. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION AND PREPARATION**

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Protection Zones: Place permeable filter fabric under dripline of existing tree. Mulch areas inside protection zones within the dripline of all existing trees to remain, and other areas indicated, on top of fabric with 8-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks. Maintain any existing turf grass within the protection zones as follows. Turf shall not exceed 3-inch height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowing.

### **3.02 PROTECTION ZONES**

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected area except by entrance gates.
  - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
  - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Landscape Architect.
  - 3. Access Gates: Install where indicated.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Landscape Architect.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Landscape Architect. Maintenance and warranty are outlined in the Turf and Grasses specifications.
- D. Maintain protection-zone fencing and signage in good condition throughout entire demolition and construction phase as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.

### **3.03 EXCAVATION**

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only roots smaller than 4" in diameter that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

### **3.04 ROOT PRUNING**

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.

2. Temporarily support and protect roots from damage until they are permanently covered with soil.
  3. Cover exposed roots with burlap and water regularly.
  4. Backfill as soon as possible according to requirements in Division 2 Section "Earthwork."
- B. Root Pruning at Edge of Protection Zone: Prune roots by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

### **3.05 CROWN PRUNING**

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
  2. Pruning Standards: Prune trees according to ANSI A300 (Part 1)
  3. Cut branches with sharp pruning instruments; do not break or chop.
  4. Do not apply pruning paint to wounds.

### **3.06 REGRADING**

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the CRZ.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the CRZ. DO NOT FILL within the drip line of any tree.

### **3.07 FIELD QUALITY CONTROL**

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

### **3.08 REPAIR AND REPLACEMENT**

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.
1. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
  2. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
  3. Perform repairs within 24 hours.
  4. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

### **3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Removal: At time of Final Acceptance, remove mulch and filter fabric. Mulch areas inside protection zones within the dripline of all existing trees to remain, and other areas indicated, with a 3-inch thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.
- B. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property. Excess clean mulch used for tree protection that does not contain debris from construction, may be reused for mulch of newly installed plants.

END OF SECTION

## SECTION 017000 CONSTRUCTION PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
1. General construction and installation procedures.
  2. Cleaning during construction.
  3. Instruction of the owner's personnel.
  4. Project completion procedures.

#### 1.02 DEFINITIONS

1. Concealed Spaces: Spaces which are not accessible after completion of construction.
2. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
3. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
4. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the owner.
5. Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.

#### 1.03 SUBMITTALS

- A. Instruction Reports:
1. Submit within 7 days after each instruction period.
  2. Include the following information:
    - a. Description of instruction provided, cross-referenced to the contract documents.
    - b. Date(s) and duration of instruction.
    - c. Names and titles of persons performing instruction.
    - d. Names, titles, and signatures of persons receiving instruction.

#### 1.04 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.

#### 1.05 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
  2. Keep temporary and permanent firefighting facilities readily accessible; keep firefighting routes open.
  3. Do not allow smoking in areas where highly combustible or explosive materials are present.
  4. Carefully supervise the operation of potential fire sources, including heating units.

5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- B. Take precautions to prevent accidents due to physical hazards:
  1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
  2. Safety barricades: Comply with regulations.
  3. Provide temporary walkways where walking surfaces are hazardous.
  4. Notify the owner before beginning work that involves hazardous operations, including use of explosives and the like.
- C. Take care to prevent pollution of air, water, and soil.
  1. Comply with environmental protection regulations.
  2. Limit effluent and rainwater runoff into waterways as required by regulations.
  3. Do not dump contaminants in areas that will result in contamination of waterways.
- D. Minimize discharge of effluent and rainwater runoff into sewers.
  1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
  2. Comply with regulations and orders of public utilities regarding use of sewers.
  3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.
- E. Prevent erosion due to rainwater runoff.
- F. Control windblown dust; prevent erosion to site and nuisance to neighbors.
- G. Prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff.
- H. Protect existing property indicated to remain, including:
  1. Plants and trees, as indicated on the drawings.
  2. Existing property, as indicated on the drawings.
- I. Do not use tools or equipment which produce harmful levels of noise.
- J. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- K. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- L. Keep public streets free of debris due to this work.
- M. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- N. Provide temporary means of draining roofs where required.
- O. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- P. Conduct construction operations so that waste of power, water, and fuel is avoided.
- Q. Provide temporary supports as required to prevent movement and structural failure.
- R. Install products only during environmental conditions which will ensure the best possible results.

#### **1.06 SEQUENCING AND SCHEDULING**

- A. Install products only at the time and in the sequence, which will ensure the best possible results.
- B. Coordinate required administrative activities with related construction activities.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.

## **PART 3 - EXECUTION**

### **3.01 GENERAL EXAMINATION REQUIREMENTS**

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.
  - 1. In particular, verify the following:
    - a. Underground utilities.
    - b. Other underground construction.
    - c. Location and invert elevation of points of connection to piped utilities.
- D. Verify that utility requirements of operating equipment are compatible with building utilities.
- E. Verify space requirements of items which are shown diagrammatically on the drawings.

### **3.02 GENERAL PREPARATION REQUIREMENTS**

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

### **3.03 GENERAL INSTALLATION PROCEDURES**

- A. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.
- B. See sections describing specific parts of the work for additional requirements
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.
- E. Coordinate exact locations of fixtures and outlets with finish elements.
- F. Install work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.

### **3.04 CLEANING AND PROTECTION**

- A. Remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the work free of waste materials and debris.
  - 1. Remove waste from site periodically.

2. When temperature exceeds or is expected to exceed 80 degrees F, remove waste at frequency necessary to prevent development of health hazards and nuisance odors.
3. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.
  1. Where dust would impair execution of work, broom- and vacuum-clean the entire interior area and keep clean.
- D. Keep installed work clean, and clean again when soiled by other operations.
  1. Provide periodic cleaning as required to prevent damage due to soiling.
  2. Remove liquid spills promptly.
- E. Protect installed work from soiling and damage.
  1. Provide protective coverings as required.
  2. Provide protective coverings for work which may be damaged by subsequent operations.
  3. Where heavy abuse is expected, use minimum of plywood for protection.
  4. Maintain protective coverings until substantial completion.

### **3.05 INSTALLATION OF COMPONENTS**

- A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
- B. Mounting Heights: Where mounting heights are not indicated, mount at heights directed by the architect.
- C. Separate incompatible materials with suitable materials or spacing.
  1. Prevent cathodic corrosion.
- D. Provide all anchors and fasteners required and use methods necessary to securely fasten work.
  1. Allow for thermal expansion and contraction, and for building movement.
- E. Joints in Exposed Work:
  1. Make joints of uniform widths.
  2. Where joint locations are not indicated, arrange joints for the best visual effect.
    - a. When in doubt, obtain the architect's instructions.
- F. After installation, adjust operating components to proper operation.

### **3.06 INSTRUCTION OF THE OWNER'S PERSONNEL**

- A. Instruct personnel designated by the owner in the operation and maintenance of equipment and systems, prior to substantial completion.
  1. Explain all modes of operation and types of maintenance required.
  2. Demonstrate all functions, including startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown.
  3. Review terms of warranties and procedures for obtaining warranty service.
  4. Review maintenance agreements and other similar commitments which extend past final completion.
  5. Have operating and maintenance data available for use during instruction.
    - a. Review contents in detail.
    - b. Prepare and insert additional data when need for such becomes apparent during instruction.

- B. Arrange times and places of instruction with the owner.
- C. Provide instruction by qualified personnel of the contractor, unless otherwise specified.
- D. For equipment and systems which have different operation at different seasons, provide instruction during subsequent seasons until all modes of operation have been covered.

**3.07 FINAL CLEANING**

- A. Dispose of debris in a lawful manner.
  - 1. Do not burn debris on the site.
  - 2. Inorganic debris may be buried on the site in a location designated by the owner.
  - 3. Do not dispose of volatile wastes in storm or sanitary drains.

**3.08 PROJECT COMPLETION PROCEDURES**

- A. Complete the work, prior to substantial completion, as required to obtain consent to occupancy from the governing authorities.
- B. Arrange for final inspections by governing authorities to be accomplished prior to substantial completion.
- C. If temporary locking systems differ from permanent locking systems, change over to permanent systems prior to substantial completion

END OF SECTION 017000

## **SECTION 312333 – TRENCHING FOR SITE UTILITIES**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Trenching and backfilling of utility trenches
- B. Quality control on site
- C. Cleaning upon project completion

#### **1.02 REFERENCES**

- A. City of New Orleans DPW Standard Specifications.
- B. Sewerage & Water Board of New Orleans (SWBNO) Standard Details.
- C. ASTM D698 – Standard Proctor.
- D. ASTM D6938 – In-Place Density by Nuclear Methods.
- E. Louisiana DOTD Standard Specifications (latest edition).

#### **1.03 SUBMITTALS**

- A. Material certifications for bedding, backfill, and geotextile
- B. Compaction test results.
- C. Dewatering plan (if groundwater is encountered)

### **PART 2 - PRODUCTS**

#### **2.01 FILL MATERIALS**

- A. Sand - Fill Type Mississippi River pump sand.: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.
  - 1. Acceptable ASTM D2478 grades: GW, GP, GM, SM, SW, and SP.
  - 2. Maximum plasticity index = 25.
  - 3. Maximum liquid limit = 45%
  - 4. Free of roots, clay lumps, or other deleterious material
  - 5. Less than 10% passing No. 200 sieve
  - 6. Maximum organic content = 5% by weight.

## **2.02 SOURCE QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for general requirements for testing and analysis of soil material.
- B. Where fill materials are specified by reference to a specific standard, testing of samples for compliance will be provided before delivery to site.
- C. If tests indicate materials do not meet specified requirements, change material and retest.
- D. Provide materials of each type from same source throughout the Work.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that survey bench mark and intended elevations for the work are as indicated.

### **3.02 PREPARATION**

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain and protect from damage.
- C. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Contractor responsible for dewatering (well points, sump pumps, etc.) and maintaining trench stability.
- E. Protect adjacent historic structures and utilities from settlement and vibration.

### **3.03 TRENCHING**

- A. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.

- F. Remove excavated material that is unsuitable for re-use from site.
- G. When fill materials need to be stored on site, locate stockpiles in location with prior approval from Owner.
  - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
  - 2. Prevent contamination.
  - 3. Protect stockpiles from erosion and deterioration of materials. Remove excess excavated material from site.

### **3.04 PREPARATION FOR UTILITY PLACEMENT**

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

### **3.05 BACKFILLING**

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials per Design Drawings.
- G. Slope grade away from buildings a minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- H. Correct areas that are over-excavated.
  - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 95 percent of maximum dry density.
- I. Compaction Density Unless Otherwise Specified or Indicated:
  - 1. Per Design Drawings
- J. Reshape and re-compact fills subjected to vehicular traffic.

### **3.06 TOLERANCES**

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

### **3.07 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("Standard Proctor")
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- E. Compaction testing frequency: every 50 ft per lift, per utility run.
  - 1. Compaction testing by Owner. Coordinate per 014000.

### **3.08 CLEANING**

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

## SECTION 312500 - EROSION AND SEDIMENTATION CONTROL

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and all general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.02 WORK TO BE PERFORMED

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including, but not limited to, the following:
  - 1. The work to be performed is shown on the Drawings listed on the contract from. The work shall be performed in accordance with Louisiana Department of Environmental Quality (LDEQ) standards and the Environmental Protection Agency (EPA) standards.
  - 2. Furnish and install all slope protection, sedimentation and erosion control measures as necessary to retain all erosion and sediments within the construction area, as shown on the Drawings and/or as specified herein, including, but not limited to:
    - a. Provide and maintain hay bales or erosion control silt fence for control of soil runoff on exposed slopes, drainage structures and temporary stockpiles.
    - b. Seeding annual ryegrass, installing erosion control blankets, or temporary mulch as a temporary cover on all exposed slopes and stockpiled topsoil.
    - c. Providing stone construction entrance pads to site and cleaning adjacent roadway surfaces of all accumulated sediment and debris as required or a minimum of once per week.
    - d. Temporary settling basins.
    - e. Erosion Control Blankets (ECB) on all key identified slopes.
    - f. Temporary seeding and lawn stabilization of disturbed areas.
    - g. Dust control.
    - h. Provide and maintain drain inlet Sediment Control Bags at all existing or new catch basins to which runoff from the construction site contributes to.

#### 1.03 QUALITY ASSURANCE

- A. Material Standards and Standards of Workmanship: Equal to Standards of Louisiana Department of Environmental Quality and Local Town Requirements.
- B. Requirements specified and noted on drawings are minimum. Provide additional measures as required by the local, State or Federal authorities as a result of Contractor's specific scheduling and Work sequencing, or weather conditions at no additional cost to the Owner.
- C. Qualifications: Engaged firm shall be able to demonstrate experience in the installation of the erosion and sedimentation controls described in the Contract Documents.

#### 1.04 SUBMITTALS

- A. Product data for the following:
  - 1. Silt Fence
  - 2. Erosion control blankets.
  - 3. Soil stabilizers.

4. Sediment Control Bags.
5. Fertilizers, seed.
6. Limestone.
7. Chemical preservatives and controls – also confirm that each of the materials proposed to be applied are permitted by Louisiana Department of Environmental Quality

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Seed, Fertilizer and Lime: Deliver in original sealed, labeled, and undamaged containers, showing weighs, analysis, and name of manufacturer.
- B. Protect materials from deterioration during delivery and while stored at site.

#### **1.06 COORDINATION AND SCHEDULING**

- A. General: Sow lawn seed and install all stabilization measures as soon as possible in accordance with the Contractor's schedule.
- B. Weather Limitations: Proceed with lawn development only when existing and forecast weather conditions are suitable for work.

#### **1.07 MAINTENANCE**

- A. Begin maintenance of stabilized areas immediately after each area is stabilized and continue until project is accepted.
- B. Maintain and establish all disturbed areas by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and mulch to produce a uniformly smooth lawn.
  1. Replant bare areas.
  2. Add new mulch and tackifier in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.

#### **1.08 JOB CONDITIONS**

- A. Existing Conditions: The contractor shall examine all work that the work of this Section is contingent upon, and report any deficiencies to the Architect. Commencement of the work will be construed to mean complete acceptance by the Contractor of the preparatory work of others. No adjustment will be made for discrepancies brought to the Architect's attention after work has begun.

#### **1.09 PROTECTION OF ADJACENT LANDS**

- A. The Contractor shall be totally responsible for protection of any lands or properties as may be subject to any effect or by-product of his demolition/construction effort. Special care shall be taken to avoid erosion of fill or cut slopes onto adjacent properties or downstream siltation of diversion of existing surface drainage. Any damage is to be corrected immediately.
- B. Erosions control measures in the locations shown and as detailed and described in the Contract Documents shall be considered minimum requirements and the Contractor shall take whatever other erosion and sedimentation controls steps necessary to accommodate his particular construction procedures.

#### **1.10 SCHEDULE PROCEDURE**

- A. Erosion control construction shall be done prior to the commencement of demolition, site preparation or earthwork operations. The initial method outlined herein is intended to route all practicable surface water from the excavation area into erosion control facilities. The Contractor

shall install any additional protective measures as may be required to control siltation from the site.

- B. The following sequence of construction shall be followed: Revisions shall be only with the approval of the Architect and the responsible municipal governing agency.
  - 1. Place sedimentation control measures along slopes, at catch basins and across swales and outfalls as shown on the Drawings, and where directed by the Architect.
  - 2. Proceed with construction of the remaining items of work in accordance with the approved project sequence and schedule. The contractor shall be responsible for maintaining the integrity of all sediment and erosion control measures for the duration of the Contract.
  - 3. Clean and maintain all sedimentation control components to achieve the intended purpose of both temporary and permanent erosion and sediment control facilities.

**PART 2 - PRODUCTS**

**2.01 SEED**

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts’ “Rules for Testing Seeds” for purity and germination tolerance.
  - 1. Seed Mixture: 50% Annual Ryegrass; clean with a minimum of 0.50% noxious weed seed; minimum 97% pure with a germination rate minimum of 80%.
  - 2. If seeding occurs after September 15, substitute winter rye for annual rye grass.
- B. Straw Mulch: Provide air-dry, clean, mildew-and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- C. Fiber Mulch: Biodegradable dye-wood cellulose-fiber mulch, nontoxic, free of plant growth or germination-inhibitors, with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- D. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth-or germination-inhibitors.

**2.02 EROSION-CONTROL MATERIALS**

- A. Standard Size Bales of hay of straw, having no loose or decomposed baling twine.
- B. Erosion Control Blanket: C125BN coconut fiber erosion control blanket (100% biodegradable) as manufactured by North American Green or approved Equal. Include biodegradable stakes.
- C. Temporary Mulch: Straw hydromulch or other approved product.
- C. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb. Per sq. yd. (0.5 kg per sq. m) minimum, with 50 to 65 percent open area. Include manufacturer’s recommended steel wire staples, 6 inches (150mm) long.

**2.03 SILTATION FENCE**

- A. Silt fence shall consist of the following elements:
  - 1. Fabric for siltation fence shall be a minimum width of 3 feet and conforming to the following criteria:

MINIMUM ACCEPTABLE		
<u>Fabric Properties</u>		<u>Test Method</u>
Grab Tensile Strength (lbs)	124	ASTM D 4632

Grab Tensile Elongation (%)	15	ASTM D 4632
Mullen Burst Strength (psi)	300	ASTM D 3786
Puncture Strength (lbs)	65	ASTM D 4833
Flow Rate (gal/min/sf)	10	ASTM D 4491
Apparent Opening Size (sieve)	30	ASTM D 4751
Ultraviolet Stability (% strength retained)	70	ASTM D 4355

2. Acceptable fabric materials include "Mirafi Envirofence" by TenCate Mirafi, "Style 2130" by Amoco Fabrics Co., and "LS125-Super Grade" by ACF Environmental, or as approved by the Engineer.
3. Silt fence posts shall be wood or metal. Wood posts shall be a minimum of 1¼ inch by 1¼ inch by 5 feet long hardwood stakes commonly used to support siltation fabric. Metal posts shall be a minimum of 1 inch diameter and 5 feet long. Posts shall be spaced at a maximum distance of 8 feet on center.
4. Furnish and install suitable nylon cord to secure abutting silt fence posts.

**2.04 CRUSHED STONE: Conform to MHD, Section M2.01.1, gradation 2".**

**PART 3 - EXECUTION**

**3.01 CONSTRUCTION ENTRANCE**

- A. Coordinate construction entrancing with Owner prior to operations.

**3.02 TEMPORARY SETTLING BASINS**

- A. A. Construction temporary settling basins and install erosion control devices washer indicated and around existing and proposed drainage structures in accordance with manufacturer's installation and recommendations. Make any adjustment to location as required by field condition, the Architect, or local Town officials. Install erosion control at limits of grading and topsoil stripping elevations. Do not allow any sediment to enter existing drainage piping systems or wetlands.

**3.03 MAINTENANCE**

- A. All erosion control measures are to be inspected on a weekly basis and after each rain event resulting in greater than or equal to 0.25 inches per 24-hour period by a designated employee of the General Contractor. The Contractor shall maintain inspection and maintenance logs on site at all times.
- B. Maintain basins and Erosion control devices by restaking and replacing as required. Remove buildup of silt as necessary or as directed by the Architect. Maintain operations until all lawn/planted areas are stabilized and all paving is completed.

**3.04 TEMPORARY SEEDING**

- A. Seed all exposed slopes and stockpiled topsoil with winter or annual ryegrass at a rate of two (2) pounds/1,000 sq. feet of area. Seeding shall be done immediately after rough grading operations are complete and maintained until finish grading and seeding have begun.

**3.05 HYDROMULCHING/HYDROSEEDING**

- A. Hydroseeding: Mix specified seed, fertilizer, and maximum 10% of fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic tackifier.
2. Apply slurry uniformly to all area to be seeded in a 2-step process. Apply first slurry application at the minimum rate of 500 lb. Per are (5.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1200 lb. Per acre (11 kg per 100 sq. m).

### **3.06 TEMPORARY EROSION CONTROL FABRIC OR MULCH**

- A. Temporary Erosion Control Fabric or Mulch: Immediately upon formation of rough grades, install on all key identified slopes as per manufacturer's recommendations or slopes steeper than one foot vertical to three feet horizontal or any areas and drainage swales which receive concentrated run-off water and areas that are susceptible to erosion as required by the Architect. Overlap joint of erosion control blankets one foot and secure as recommended by the manufacturer. Maintain until permanent vegetative cover is established.

### **3.07 CLEAN UP**

- A. Upon stabilization of all disturbed areas and the completing of construction activity, remove all erosion control devices including stone construction entrances and restore surrounding areas to acceptable conditions.

END OF SECTION

## SECTION 321313 – CONCRETE PAVING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and applicable general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. Section Includes Concrete Paving Including the Following:
  - 1. Driveways.
  - 2. Roadways.
  - 3. Parking lots.
  - 4. Curbs and gutters.
  - 5. Walks.

#### 1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

#### 1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- C. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
  - 1. Exposed Aggregate: 1-lb Sample of each mix.
- D. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### 1.05 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.

2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

- B. Field quality-control reports.

#### **1.06 QUALITY ASSURANCE**

- A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
  2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 inches by 96 inches.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

#### **1.07 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

#### **1.08 FIELD CONDITIONS**

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

- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
  
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

## **PART 2 - PRODUCTS**

### **2.01 CONCRETE, GENERAL**

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

### **2.02 CONCRETE CURB AND GUTTER**

- A. Integral concrete curb shall be either mountable or barrier curb. Concrete curb and barrier curb shall be constructed monolithically with the same materials, having the same compressive strength and placed and cured in the same manner as the concrete in the roadway slab. The dimensions shall be as shown on standard plans. The overall depth shall be determined by the curb exposure, depth of gutter bottom and roadway slab.
- B. The curb forms shall provide for the dimensions specified and must be set to the established grades.
- C. Premoulded joint filler shall be placed and extended through the entire curb section, at those points where joint filler is used in the roadway slab.
- D. Undowelled contraction joints shall be placed through the entire width of the concrete curb or curb and gutter bottom, at no greater than fifteen (15') foot intervals. Contraction joints shall be formed by a jointing tool or other acceptable means, having a 2" depth and 1/4" width and filled with silicone sealant or an approved joint sealant.

- E. Where the concrete gutter is constructed as a part of combined curb and gutter bottom, it shall conform to the requirements of combined curb and gutter bottom.
- F. The subgrade shall meet the requirements for roadway pavement sub-grade.
- G. Immediately after the concrete has been placed, it shall be tamped, struck off and worked with a wood float in a manner to provide a surface free from irregularities and depressions, bringing the mortar to the top. The surface shall then be broomed or brushed with a soft hand broom in the direction of the flow line of the gutter. Surface joints shall be made by a steel joining tool and premoulded joint filler shall be placed and extended through the entire gutter section at those joints where filler is used in the roadway slab or curb.
- H. Where indicated, curb gap inlets are to be provided on curbs adjacent to stormwater management facilities.
  - 1. Provide curb gaps as indicated at maximum spacing of fifteen (15) feet on center
  - 2. Provide Energy dissipation material at all inlet locations, refer to Section 334231 "Stormwater Area Drains and Inlets".

### **2.03 FORMS**

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

### **2.04 STEEL REINFORCEMENT**

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from galvanized-steel wire into flat sheets.
- C. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.
- D. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
- E. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.

- G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
- H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 deformed bars; assembled with clips.
- I. Plain-Steel Wire: ASTM A 1064/A 1064M, galvanized.
- J. Deformed-Steel Wire: ASTM A 1064/A 1064M.
- K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A; coated, plain.
- L. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.
- M. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 plain-steel bars.
- N. Tie Bars: ASTM A 615/A 615M, Grade 60; deformed.
- O. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
- P. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- Q. Zinc Repair Material: ASTM A 780/A 780M.

## **2.05 CONCRETE MATERIALS**

- A. Regional Materials: Concrete shall be manufactured within 500 miles of Project site from aggregates and cement that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
- B. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C 150/C 150M, gray or white portland cement Type I, Type II, or Type III.
  - 2. Fly Ash: ASTM C 618, Class C or Class F.
  - 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

- C. Normal-Weight Aggregates: ASTM C 33/C 33M. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: Potable and complying with ASTM C 94/C 94M.

## **2.06 CURING MATERIALS**

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

## **2.07 RELATED MATERIALS**

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- D. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
  - 1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## **2.08 CONCRETE MIXTURES**

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
- C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
- D. Concrete Mixtures: Normal-weight concrete.
  - 1. Slump Limit: 5 inches, plus or minus 1 inch.

## **2.09 CONCRETE MIXING**

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94 and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earthwork."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.02 PREPARATION**

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

#### **3.03 EDGE FORMS AND SCREED CONSTRUCTION**

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### **3.04 STEEL REINFORCEMENT INSTALLATION**

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

### 3.05 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Butt Joints: Use bonding agent or epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

- a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
  2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
    - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
  3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### **3.06 CONCRETE PLACEMENT**

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.

- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

### **3.07 FLOAT FINISHING**

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

### **3.08 DETECTABLE WARNING INSTALLATION**

### **3.09 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing curing compound or a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

- a. Water.
  - b. Continuous water-fog spray.
  - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

### 3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
  1. Elevation: 3/4 inch.
  2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  3. Surface: Gap below 10-feet-long; unlevelled straightedge not to exceed 1/2 inch.
  4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
  5. Lateral Alignment and Spacing of Dowels: 1 inch.
  6. Vertical Alignment of Dowels: 1/4 inch.
  7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
  8. Joint Spacing: 3 inches.
  9. Contraction Joint Depth: Plus 1/4 inch, no minus.
  10. Joint Width: Plus 1/8 inch, no minus.

### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### **3.12 REPAIR AND PROTECTION**

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.

- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

## SECTION 321623 – SIDEWALKS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This work consists of construction of sidewalks and related access features

#### 1.02 RELATED REQUIREMENTS

- A. Sidewalks and ramps shall comply with the most current regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) and applicable accessibility standards published by the Department of Justice (the 2010 ADA Standards for Accessible Design, “2010 Standards”, or later).

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.01 SIDEWALKS AND RAMP ACCESSIBILITY

- A. An ADA curb ramp is a short ramp cutting through a curb or built up to it to provide an accessible path of travel.
  - 1. On a curb ramp, the running slope is the slope in the direction of pedestrian travel on the ramp run and must be 8.33 percent (1:12) or less. Where provided, curb ramp flares shall not be steeper than 1:10.
  - 2. On a curb ramp, the cross slope is the slope perpendicular to across the direction of pedestrian travel on the ramp run and the cross slope of the ramp run itself may not exceed 2 percent (1:50).
  - 3. The ramp, or ramp run, must be at least 48 inches wide, not including the flared sides. The ramp run must have detectable warnings – i.e., dome-shaped bumps – that extend the full width and depth of the ramp.
  - 4. Transitions from the ramp to the walkway, gutter, and street must be flush (level) and free of abrupt level changes. The gutter must have a slope of no more than 5 percent (1:20) toward the ramp.
  - 5. Landings shall be provided at the tops of curb ramps. The minimum landing clear length shall be 48 inches. The landing clear width shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.
  - 6. Diagonal or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. The bottom of diagonal curb ramps shall have a clear space of 48 inches minimum outside active traffic lanes of the roadway. Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum, located on each side of the curb ramp and within the marked crossing.

- B. Raised islands in crossings shall be cut through level with the street or have curb ramps at both sides. Each curb ramp shall have a level area 48 inches long minimum by 48 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. Each 48 inch minimum by 48 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 48 inch minimum areas and the accessible route shall be permitted to overlap.
- C. The running slope of sidewalks must be 5 percent (1:20) or less. The cross slope of sidewalks must be 2 percent (1:50) or less. The clear width of sidewalks shall be at least 48 inches and a sidewalk with a clear width of less than 60 inches shall provide passing spaces at intervals of 200 feet maximum. If the longitudinal slope of the sidewalk exceeds 1:20, it is considered a ramp and a level landing must be provided for every 30-inch change in elevation.

### **3.02 PORTLAND CEMENT CONCRETE SIDEWALK OR BANQUETTE PAVEMENT**

- A. See Design Drawings for typical detail.
- B. Portland cement concrete sidewalk or banquette pavement shall be of such widths and fixed at such elevations as may be stipulated in the proposal and Special Specifications, or may be otherwise designated by the DPW Director. They shall consist of a one course Portland cement concrete pavement four (4") inches in thickness.
- C. The concrete shall have a minimum compressive strength of three thousand (3,000) psi. at twenty-eight (28) days. The minimum cement content shall be five and one-half (5-1/2) bags per cubic yard of concrete. The maximum water content, including free water in the aggregate, shall not be greater than six (6) gallons per bag of cement. The consistency of concrete shall be such as to have a slump of from two (2") inches to four (4") inches.
  - 1. Sidewalks or banquettes shall be reinforced with 6 X 6 – W2.9 X W2.9 wire mesh weighing forty-two (42) pounds per hundred square feet.
- D. In preparing the subgrade on which the Portland cement concrete sidewalk or banquette pavement will be placed, all soft and spongy places shall be removed and all depressions filled with suitable materials which shall be thoroughly compacted in layers not exceeding six (6") inches in thickness. The subgrade shall be thoroughly tamped until it is brought to a firm, unyielding surface. It shall have a slope in conformity with the slope of the finished surface of the Portland cement concrete sidewalk or banquette pavement.
- E. When the Portland cement concrete sidewalk or banquette pavement is to be constructed over an old path composed of gravel or cinder, the old path shall be entirely loosened, the material spread for the full width of the subgrade and compacted as specified.
- F. All fills shall be made in a manner satisfactory to the DPW Director. The use of muck, quicksand, soft clay, spongy or perishable material is prohibited. The top of all fills shall extend at least two (2') feet beyond the sidewalk or banquette pavement on each side and the sides shall have a maximum slope not greater than one (1) vertical to one and one-half (1-1/2) horizontal before any Portland cement concrete sidewalk or banquette pavement will be allowed to be placed thereon.

- G. Concrete shall be of the strength and consistency herein before described. The method of mixing and placing shall be in conformance with the requirements for DPW Specifications Subsections C601.20 and C601.21, Portland cement concrete pavement. Concrete that does not flush readily shall be removed immediately from the grade and not re-used, except that the coarse aggregate can be salvaged by washing.
- H. After mixing, the concrete shall be handled rapidly and the successive batches deposited in a continuous operation completing individual sections to the required depth and width. The forms shall be filled and the concrete struck off and tamped. The method of placing the various sections shall be such as to produce a straight clean joint between them so as to make each section an independent unit. If dirt, dust or other foreign substances collect on the surface, they shall be removed before the trowelling is started.
- I. After the concrete has been tamped in accordance with subsection 2 (e), it will be brought to the established grade by means of a strike board, and it will then be worked with a wood float in a manner which will thoroughly compact it and provide a surface free from depressions or irregularities of any kind. Excessive working shall be avoided. In no case shall dry cement and sand be sprinkled on the surface. The surface edges of all slabs shall be rounded to a radius of one-half (1/2") inch.
- J. Portland cement concrete sidewalk or banquette pavement shall be divided into blocks of such dimensions, by means of a joiner or grooves, as shown on the Standard Plans or as the DPW Director may designate. Weakened planes shall be formed by a jointing tool or other acceptable means. Weakened planes shall extend into concrete for at least one-quarter (1/4") inch of the depth and shall be approximately one-eighth (1/8") inch wide. Spacing of weakened planes shall be equal to the width of the sidewalk. Transverse expansion joints shall be made at intervals of about ninety (90') feet and constructed in accordance with the standard plans.
- K. All expansion joints shall be carefully made so as to be truly perpendicular to the surface of the sidewalk or banquette pavement and at right angles to the edge of same. The surface of the concrete adjacent to expansion joints shall be finished with a wood float, which is divided through the center and which will permit finishing on both sides of the joint at the same time. An expansion joint shall also be provided adjacent to solid walls of masonry, behind curbs, at intersections and at footlaps. Where posts or poles fall within the limit of the sidewalk or banquette pavement, an expansion joint not less than one-half (1/2") inch in width shall be placed around said posts or poles and filled with joint filler. In the case of expansion joints adjacent to masonry walls, at footlaps and around posts or poles, the joint filler shall not extend above the surfaces of the sidewalk or banquette pavement and any excess filler that so protrudes shall be cut off and made flush with the sidewalk or banquette pavement.
- L. As soon as the finished work has hardened sufficiently to prevent damage, the surface of the walk shall be covered with curing compound. The freshly finished work shall be protected from hot sun and drying winds until it can be covered as above specified. Curing by application of chemicals or some other method of curing may be used upon the approval of the DPW Director. The concrete surface must not be damaged or pitted by raindrops and the Contractor shall provide and use, where necessary, sufficient tarpaulins to completely cover all sections that have been placed within the preceding twelve (12) hours. The Contractor shall erect and maintain suitable barriers to protect the walk from traffic, and any section damaged from traffic or other causes, shall be repaired or replaced by the Contractor at his own expense, in a manner satisfactory to the DPW Director. The walk shall not be opened to traffic until the prescribed curing period has expired.

- M. Portland cement concrete sidewalk or banquette pavement at intersections, including ramps for the handicapped, shall be six (6") inches thick and placed as above specified.

**3.03 MEASUREMENT**

- A. Sidewalk pavements will be paid for by surface measurements and no deduction will be made for subsurface structures occupying less than five (5) square feet of area. Areas under structures encroaching on public property not paved will not be included in the surface measurement.

END OF SECTION

## SECTION 330523 – BORING AND JACKING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Boring and jacking shall consist of the furnishing and installation of pipe or casing by boring with special equipment and jacking the pipe or casing into place.
- B. These items include furnishing and transporting material, excavation, installation, bracing, dewatering, sealing or grouting, backfill and surface cleanup. Also included is the construction of pits, paving the invert as required, and the installation of carrier pipe inside the casing, all in accordance with the specifications and in conformity with the line and grade shown on the plans or established by the Engineer.

#### 1.02 REFERENCES

- A. City of New Orleans DPW Standard Specifications
- B. SWBNO Standard Details (Water, Sewer, Drainage)
- C. Louisiana DOTD Standard Specifications, 2016 Ed. or Latest
- D. ASTM, AWWA, ANSI, and C900/PVC/AWWA C151 (ductile iron) standards.
- E. OSHA trench safety requirements.

#### 1.03 PERMIT REQUIREMENTS

- A. Installation of pipe casings under Parish or State roadways by jacking or boring methods shall conform to all requirements of Section 728 of the latest edition of the Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges Subsection 728.03a, third and fourth paragraph shall be superseded by the following requirements:
  - 1. Excavation shall not exceed beyond the forward end, under or above the pipe and all material shall be removed through the pipe. A pilot hole will be required. The Contractor shall use a sand shield or set back the cutting edge at least two (2') feet from the forward end of the pipe. Lubrication shall be in conformance with LADOTD Section 728.
  - 2. Installation of pipe casings under railroad tracks or on property controlled, leased or owned by Railroad Companies by jacking or boring methods shall conform to all provisions and requirements of the "American Railway Engineering Association Manual - Part 5 - Pipelines."

#### 1.04 SUBMITTALS

- A. The Contractor shall be required to secure all bonds required by LDOTD for the jack and bore under the state highway and meet all LDOTD requirements. No separate payment will be made for securing all bonds.
- B. The Contractor shall submit for review and acceptance details of the following to the Engineer:
  - 1. Subcontractor
  - 2. Jacking pit bracing
  - 3. Steel casing mill certificates and jacking head.
  - 4. Experience of Contractor or Subcontractor in jacking or boring in the area.
  - 5. Welder's certification.
  - 6. Equipment planned.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Steel casing to be jacked and within which pipe is to be installed shall be steel pipe conforming to ASTM: A139, Grade B, No Hydro, minimum yield strength 35,000 psi, rolled and welded steel pipe from new and unused plate, mid welds allowed, bare. Unless otherwise required the wall thickness of the casing shall be as a minimum as shown on the plans. However, the Contractor is fully responsible for the sufficiency of the casing provided.

## **PART 3 - EXECUTION**

### **A. PIT CONSTRUCTION**

1. The method used to construct the pits shall be determined by the Contractor and submitted to the Engineer for review. The method of securing bore pit wall, whether using shoring and sheeting, tightly placed timber, shores, bracing, steel sheeting or other devices shall be adequate to resist the pressures surrounding the excavation and shall conform to Section 02160, Sheeting, Shoring and Bracing, of these Specifications. Subsurface soil information is available with Section 02010 of these Specifications for the Contractor's information. All applicable OSHA requirements shall be satisfied for pit construction. If steel sheeting is used at the pits and remains in place, the Contractor shall cut the steel sheeting 3' below ground surface.

### **B. DEWATERING**

1. The Contractor shall be responsible for determining and implementing the method of dewatering used to maintain dry working conditions, to stabilize the floor of the pit, and not to endanger existing structures.

### **C. BORING**

1. Where force mains are permitted to be bored, the force main shall be installed by means of a boring machine or auger and hydraulic jacks, or by other means satisfactory to the Engineer. In the event subsurface operations result in damage to the pavement, or the surface is otherwise disturbed or broken due to the Contractor's operations, the Contractor shall repair or replace same at his own expense without further compensation.
2. The diameter of the bored hole shall not be greater than 1" more than the outside diameter of the casing pipe.

### **D. JACKING PIPE**

1. Except as otherwise specified, the methods and equipment used in jacking the casing shall be optional with the Contractor, provided that the proposed method is first approved by the Engineer. Such approval, however, shall in no way relieve the Contractor of the responsibility for making a satisfactory installation meeting the criteria set forth herein.
2. The Contractor may expect stumps and/or wood pilings in the path of each jacked casing. The Contractor may have to stop operations to remove obstacles and no additional compensation will be given for these stoppages.
3. The leading section of casing may be equipped with a jacking head. This jacking head must be secured to the casing to prevent wobbling which may cause the alignment to vary beyond the tolerances mentioned below. Excavation shall be carried out entirely within the jacking head or pipe. Excavated material shall be removed from conduit as excavation progresses, and no accumulation of such material within the casing will be permitted.
4. Upon completion of the jacking operations, all voids created around the jacked casing shall be filled by pressure grouting. Fully operational pressure grouting equipment and material shall be on site prior to any commencement of pipe jacking. The grout or soil

cement, which is used to plug and fill voids, shall be a mixture of three parts Portland cement and one part high grade bentonite as manufactured by Baroid Co. or approved equal.

5. The alignment shall be the responsibility of the Contractor. Variation beyond 1' per 100' from the planned alignment must be approved by the Engineer in writing prior to acceptance of the finished bore. If a casing alignment is observed as being a potential danger to a roadway or railroad the casing should be abandoned and a new casing location should be chosen by the Engineer and the Contractor. Any abandoned casings should be filled with 2000 psi concrete.
6. Each connection between the segments of the casing shall be a full penetration butt weld performed by certified welders of steel pipe.
7. No over cutting of the outside diameter of the casing will be allowed. Casing lubricants may be applied on the outside surface of the casing to reduce friction forces. Lubricants shall be applied in such a manner as to avoid the creation of voids and crevices between the casing pipe and soil. Squaring the ends of the casing and the bearing surface will be allowed provided no voids or cavities around the outside of the casing are created.
8. On completion, both ends of each casing conduit shall be packed to prevent entrance of earth and excessive flow of ground water, but to allow some drainage. Each end of the casing shall be closed in by brick and mortar as detailed on the Plans.
9. Following the installation of the casing, the pipe shall be assembled and jacked or pulled through the casing.
10. Carrier pipe shall be permanently secured in position in the steel casing pipe at the proper line and grade and clearance as indicated on the drawings. Other methods, besides the use of wood skids, to facilitate the installation of the carrier pipe shall be allowed provided the conditions of the Specifications are met. Carrier pipe shall be secured in such a manner so as to prevent flotation or any subsequent change in line and grade. Except for gravity sewers, all carrier pipe shall have restrained joints throughout the length of the casing pipe and the joints shall be restrained as specified.

E. BACKFILLING

1. Excavated materials may be used to backfill the pits in unpaved areas only. The excavated material should be placed in layers not to exceed 12 inches in thickness and shall be compacted with power tamper to a density equal to that to the surrounding natural ground.

END OF SECTION

## **SECTION 333000 – SANITARY SEWER**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. Section covers general requirements for installation, relocation, replacement, and connection of underground sanitary sewer lines and associated structures.
- B. Applies to new installation and tie-ins and rehabilitations to existing City of New Orleans / SWBNO systems.

#### **1.02 REFERENCES**

- A. General:
  - 1. City of New Orleans DPW Standard Specifications
  - 2. SWBNO Standard Sewer Details
  - 3. Louisiana DOTD Standard Specifications, 2016 Ed. or Latest
  - 4. ASTM, AWWA, ANSI, and C900/PVC/AWWA C151 (ductile iron) standards.
  - 5. OSHA trench safety requirements.

#### **1.03 SUBMITTALS**

- A. Utility coordination plan identifying all existing and proposed utilities.
- B. Shop drawings for pipe, manholes, precast structures, and appurtenances.
- C. Traffic control plan.
- D. Dewatering plan (required if excavation below water table).
- E. Compaction test results.
- F. CCTV records (post-construction for sewer/drainage).

#### **1.04 QUALITY ASSURANCE**

- A. Contractor must be licensed with Louisiana State Licensing Board for Contractors for municipal/public works.
- B. Materials must meet SWBNO standards.
- C. Compaction testing by independent geotechnical lab.
- D. All tie-ins require inspection by SWBNO/DPW.

#### **1.05 SITE CONDITIONS**

- A. Anticipate high water table (within 2–5 ft of grade).
- B. Contractor responsible for dewatering, trench safety, and groundwater control.
- C. Protect adjacent structures, sidewalks, and trees from settlement.

### **PART 2 - PRODUCTS**

#### **2.01 GENERAL**

- A. Shall conform to SWB standard drawings

1. 4697-E5-A – Typical Standard and Non Standard Sheeting and Open Trench Sections for Sewer Pipe Installation
  2. 8110-SD – Manhole Adjustment and Rehabilitation
  3. 6171-B-6 – Typical Sewer Brick Manhole and Drop Manhole
  4. 3143-E-1 – Details of Sewer and Water Manhole Castings
- B. Pipes
1. Sanitary Sewer:
    - a. PVC SDR-35 (gravity).
- C. Structures
1. Per SWBNO standards.
- D. Backfill
1. Fill per Section 21 23 33
  2. Bedding: Provide 6 in crushed aggregate bedding (ASTM C33 or similar) under PVC gravity sewer pipe. Compact to 95 % Standard Proctor.
  3. Foundation Lumber shall be 2"x12" (longitudinal) driven into mud.
  4. Initial backfill: Provide 6 in crushed aggregate bedding (ASTM C33 or similar) above PVC gravity sewer pipe. Compact to 95 % standard Proctor.
  5. Final backfill: DOTD #610 limestone in roadway; suitable native fill in green space.
  6. Geotextile separator (Mirafi 140N or equal) enveloped around crushed aggregate and overlapped above.
  7. See Design Drawings for more details.

### **PART 3 - EXECUTION**

#### **3.01 COORDINATION**

- A. Verify locations of existing utilities via One Call (Louisiana 811) prior to excavation.
- B. Coordinate with private utility owners.

#### **3.02 REMOVAL OF EXISTING LINES**

- A. All existing lines not shown to be removed shall be plugged and filled with flowable fill (sand / cement mixture)

#### **3.03 INSTALLATION**

- A. Excavate trench width = pipe OD + 24 in.
- B. Maintain trench safety per OSHA.
- C. Provide continuous dewatering if groundwater inflow occurs.
- D. Install bedding, pipe, and appurtenances per SWBNO/DPW standards.

#### **3.04 TRENCHING AND BACKFILL**

- A. Per Section 31 23 33 Trenching for Site Utilities
- B. Restore pavement per DPW standards.

#### **3.05 TESTING**

- A. Sanitary sewer: Low-pressure air test; manhole vacuum test.

- B. Backfill: Density testing Per Section 31 23 33 Trenching for Site Utilities

**3.06 RESTORATION**

- A. Replace sidewalks, curbs, pavements per DPW Standard Details.
- B. Restore turf and landscaping equal to pre-construction condition.
- C. Remove temporary dewatering wells and restore ground.

END OF SECTION

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

### UNIT PRICE FORM

**TO:** City Park Conservancy  
City Park Administration Building  
1 Palm Drive  
New Orleans, LA 70124

**BID FOR:** City Park Sewer Replacements  
(Carousel Gardens Amusement Park at Stadium Drive)

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

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

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> TREE PROTECTION			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
01 56 39-01	1	LS		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> ARBORIST			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
01 56 39-02	1	LS		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> MOBILIZATION			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
01 17 00-01	1	LS		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> 8" PVC SEWER LINE (OPEN TRENCH)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31 23 33-01	320	LF		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> 10" PVC SEWER LINE (OPEN TRENCH)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31 23 33-02	395	LF		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> 4" SIDEWALK			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32 16 23-01	1	LS		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> 8" PVC SEWER LINE (JACK & BORE)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 05 23-01	168	LF		

DESCRIPTION:	<u>  </u> <u>x</u> Base Bid or <u>  </u> Alt. # <u>  </u> 10" PVC SEWER LINE (JACK & BORE)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 05 23-02	190	LF		

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:** City Park Conservancy  
City Park Administration Building  
1 Palm Drive  
New Orleans, LA 70124

**BID FOR:** City Park Sewer Replacements  
(Carousel Gardens Amusement Park at Stadium Drive)

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

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____ CCTV – POST-INSTALLTION OF SEWER LINES			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 30 00-01	1,073	LF		

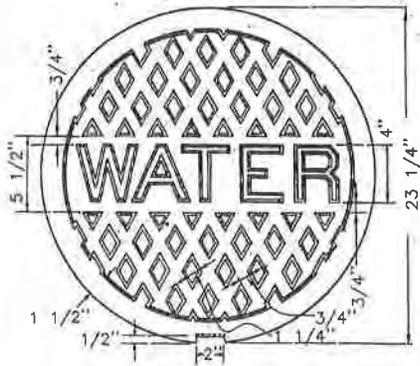
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____ CONFLICT MANHOLE			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 30 00-02	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____ REHAB MANHOLE (CEMENTIOUS LINER)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 30 00-03	36	FTHT		

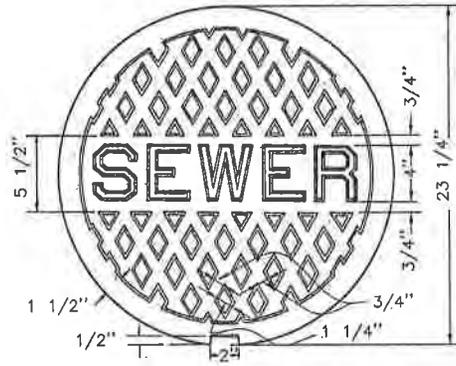
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REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 30 00-04	4	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____ PLUGGING AND GROUTING OR DRAIN LINE REMOVAL			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33 30 00-05	740	LF		

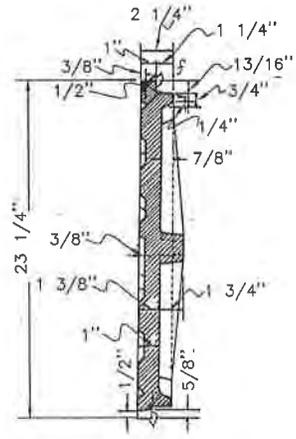
EXHIBIT B



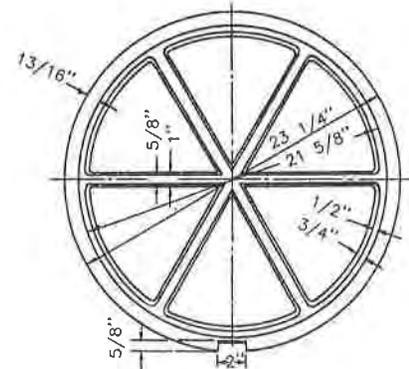
TOP VIEW OF WATER  
MANHOLE COVER



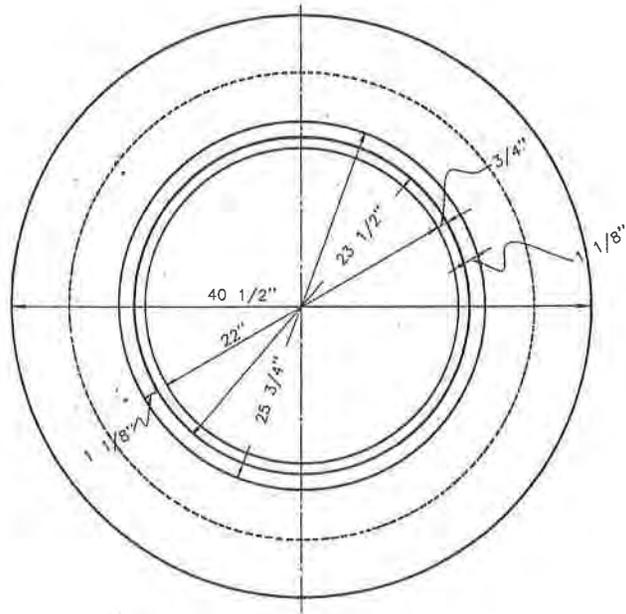
TOP VIEW OF SEWER  
MANHOLE COVER



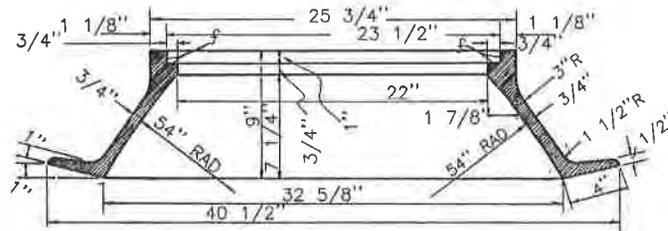
CROSS SECTION OF  
MANHOLE COVER  
(SEWER & WATER)



BOTTOM VIEW OF  
MANHOLE COVER  
(SEWER & WATER)



PLAN OF FLARING FRAME MANHOLE



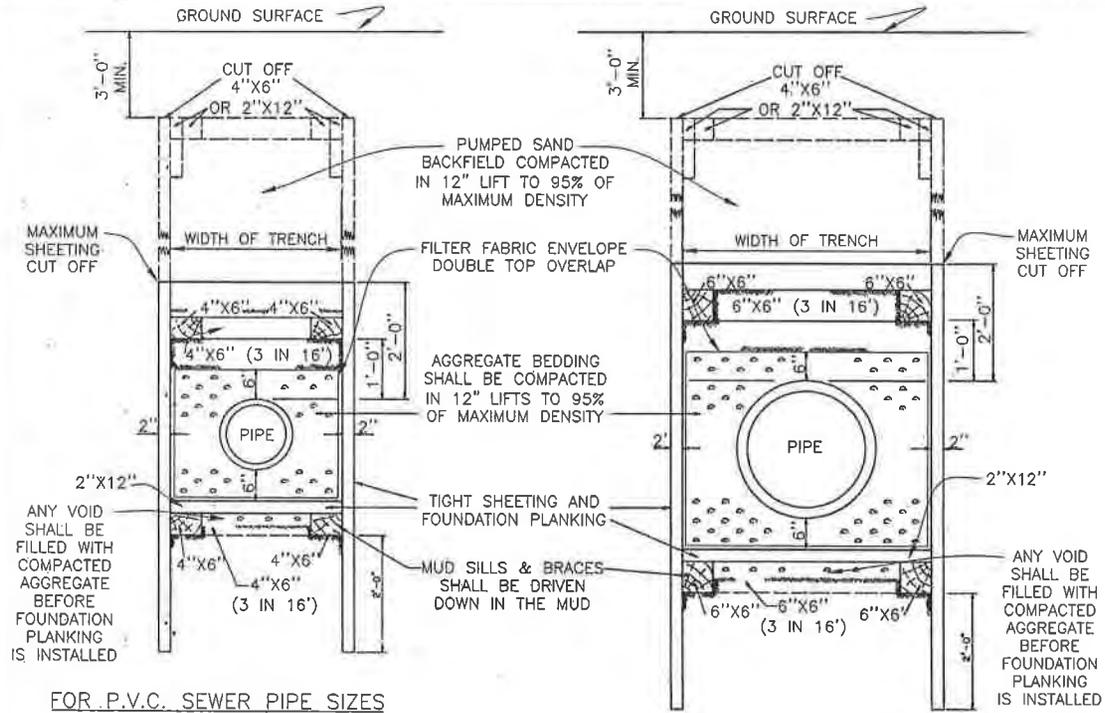
CROSS SECTION OF FLARING  
MANHOLE FRAME  
(SEWER & WATER)

NOTE:

1. f = MACHINED SURFACE
2. FRAME & COVER SHALL CONFORM TO EAST JORDAN IRON WORKS, V-1501 FRAME AND COVER.

SCALE: N.T.S.

DESIGNED BY	DR. A. P. GENTILE
CHECKED BY	DR. C. W. WILKINS
DATE	5/1/88
SEWERAGE AND WATER BOARD OF NEW ORLEANS	
DETAILS OF SEWER AND WATER MANHOLE CASTINGS	
DRWG. NO.	3143-E-1
SHEET NO.	1

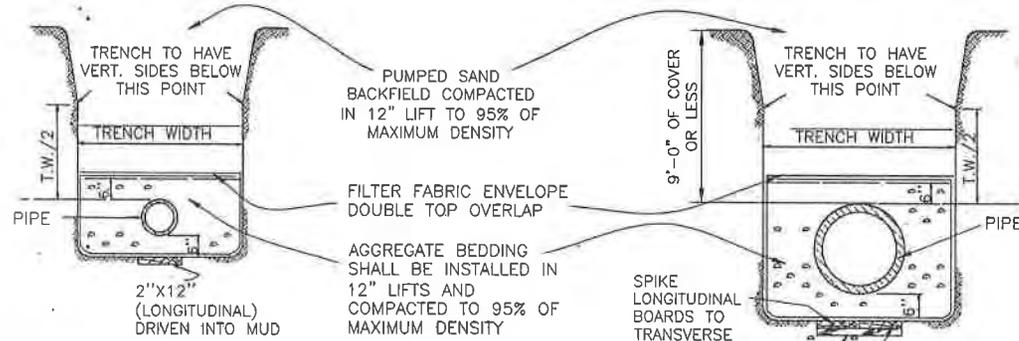


FOR P.V.C. SEWER PIPE SIZES  
8", 10", 12", 15" & 18"

FOR P.V.C. SEWER PIPE SIZES  
21", 24" & 27"

TYPICAL STANDARD SHEETING TRENCH SECTION

N. T. S.



FOR P.V.C. SEWER PIPE SIZES  
8", 10" & 12"

TYPICAL NON-STANDARD OPEN TRENCH SECTION

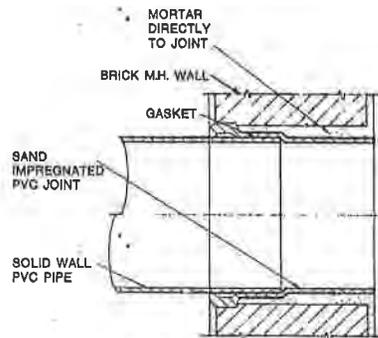
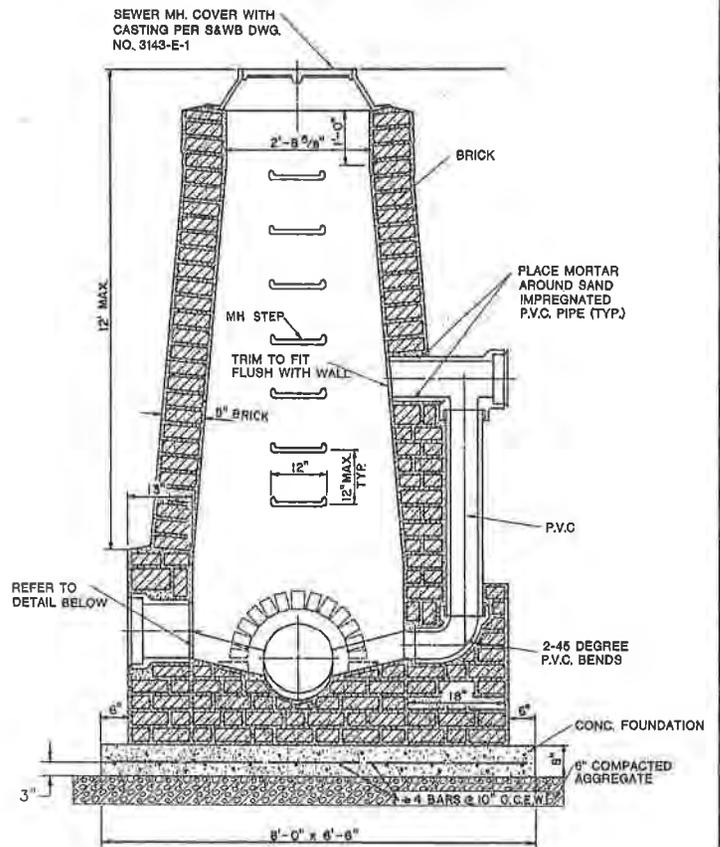
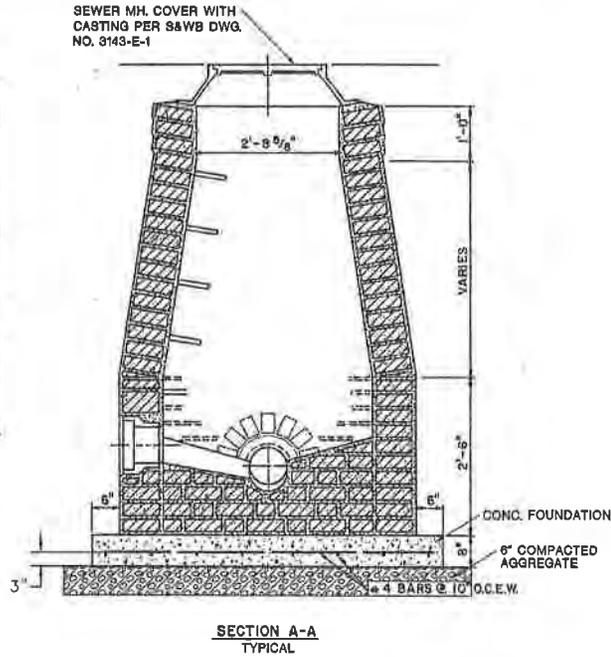
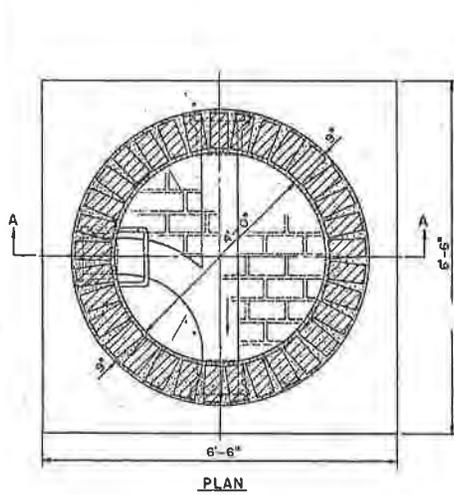
N. T. S.

FOR P.V.C. SEWER PIPE SIZES  
15", 18", 21", 24" & 27"

NOTES

1. CONTRACTOR SHALL USE STANDARD SHEETING, BRACING AND FOUNDATION LUMBER AS SHOWN ON THIS DRAWING FOR THE FOLLOWING CONDITIONS:
  - a. WHEN THE COVER OVER THE PIPE EXCEEDS NINE (9) FEET.
  - b. WHEN IN THE OPINION OF THE S&WB ENGINEER, TRENCH CONDITIONS DICTATE THAT STANDARD SHEETING BRACING AND FOUNDATION LUMBER ARE REQUIRED.
2. WHEN STANDARD SHEETING, BRACING AND FOUNDATION LUMBER ARE NOT REQUIRED, THE NONSTANDARD OPEN TRENCH SECTION SHOWN ON THIS DRAWING SHALL BE USED.
3. ANY SHEETING AND BRACING SHOWN ON THIS DRAWING IS INTENDED FOR PROTECTION OF THE PIPE, AFTER INSTALLATION IS COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR DESIGN AND IMPLEMENTATION FOR ANY SHEETING AND/OR BRACING REQUIRED FOR THE SAFETY OF HIS EMPLOYEES AND TO PROTECT HIS OPERATIONS DURING CONSTRUCTION.
4. ANY ADDITIONAL SHEETING DRIVEN BELOW THE "MAXIMUM SHEETING CUTOFF" SHOWN ON THE DRAWING MUST BE LEFT IN PLACE.
5. STANDARD SHEETING AND BRACING SHALL BE INSTALLED BY FIRST DRIVING THE WOOD SHEETING. THEN THE MUD SILLS SHALL BE DRIVEN INTO THE SOIL, PROPERLY BRACED, AND ALL VOIDS FILLED WITH COMPACTED AGGREGATE BEFORE FOUNDATION LUMBER PLANKING IS INSTALLED. THE STANDARD BOTTOM SHALL NOT BE INSTALLED AS A PREFABRICATED BOX.
6. MAXIMUM TRENCH WIDTH ALLOWED SHALL BE FOUR FEET FOR 8" AND 10" PIPE. FOR LARGER DIAMETER PIPE, THE MAXIMUM TRENCH WIDTH ALLOWED SHALL BE THREE FEET PLUS THE OUTSIDE DIAMETER OF THE PIPE.
7. IF THE WORKING SURFACE OF SOIL BENEATH THE PIPE IS CONSIDERED UNACCEPTABLE, BY THE S&WB ENGINEER, THE SOIL MUST BE REMOVED DOWN TO STABLE AND ACCEPTABLE MATERIAL, AND REPLACED WITH COMPACTED PUMPED SAND.
8. THE CONTRACTOR SHALL NOT USE NAILS OR SPIKES TO HOLD SHEETING OR BRACING BELOW PIPE.

03-09-07	GENERAL REVISIONS	D.M.C.
2-18-04	DWG. UPDATED	S.H.P.
REV. DATE	DESCRIPTION	BY
<b>SEWERAGE AND WATER BOARD OF NEW ORLEANS</b>		
TYPICAL STANDARD AND NON STANDARD SHEETING AND OPEN TRENCH SECTIONS FOR SEWER PIPE INSTALLATION		
DR. S.H.P.	<i>[Signature]</i>	
SCALE	DWG. NO. 4697-E5-A	
DATE: 2-18-04	REV. NO.	SHEET NO.



BRICK WALL DETAIL  
N. T. S.

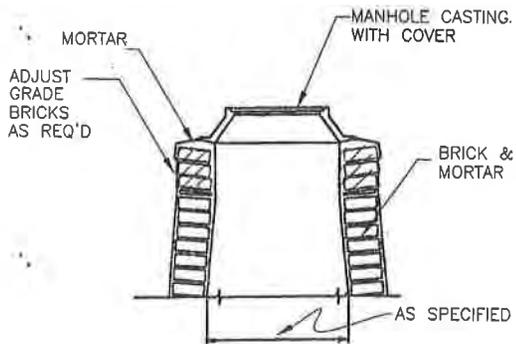
**NOTES:**

1. MANHOLE WALL THICKNESS IS 9" TO A DEPTH OF 12' AND 13" THICK BELOW 12' DEPTH.
2. MANHOLES THAT EXCEED 17' IN DEPTH SHALL USE A 10" CONCRETE SLAB IN LIEU OF AN 8" CONCRETE SLAB.
3. SEWER MANHOLE WALLS SHALL BE MADE ADEQUATELY RESISTANT TO HARSH AGGRESSIVE CHEMICALS BY EITHER AN APPROVED CONCRETE BATCH ADDITIVE OR PROTECTIVE WATERPROOFING COMPOUND.
4. A DROP CONNECTION SHALL BE CONSTRUCTED WHERE THE INFLOW INVERTS ARE 18" OR MORE ABOVE THE OUTFLOW INVERTS.
5. REFERENCE DWG. NO. D-1359 FOR STEPS.
6. CONCRETE TO HAVE A MIN. COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28 DAYS.

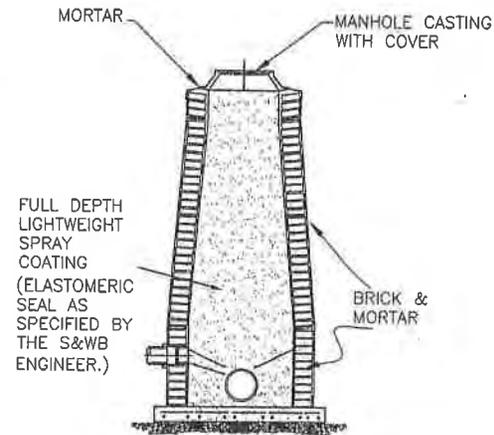
N. T. S.

SCALE: N.T.S.

REV.	DATE	DESCRIPTION	BY
<b>SEWERAGE AND WATER BOARD OF NEW ORLEANS</b>			
TYPICAL SEWER BRICK MANHOLE AND DROP MANHOLE			
DR.	D. MCGRAY	<i>[Signature]</i> GENERAL SUPERVISOR	
TRC.	M. JOHNSON		
CHK.	J. BECKER		
SCALE		DWG. NO. 6178-B-6	
DATE		SHEET NO.	



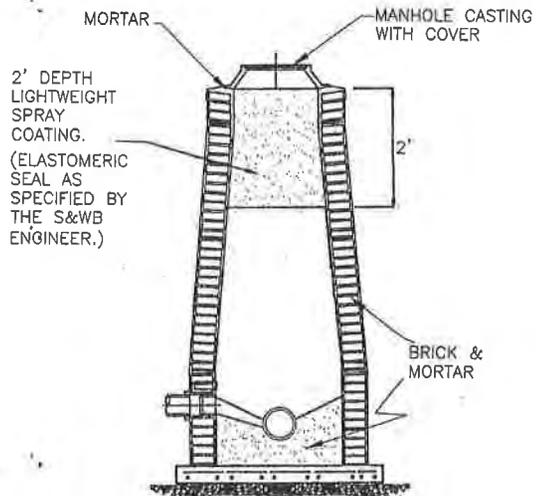
ADJUST OR REPLACE EXISTING MANHOLE FRAME AND COVER



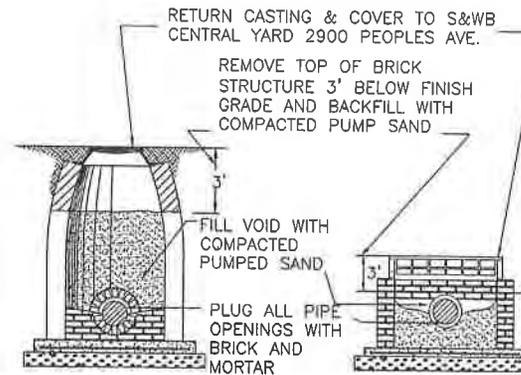
MANHOLE REHABILITATION FULL DEPTH WITH SPRAY APPLIED STRUCTURAL CEMENTITIOUS LINER

NOTES:

1. LOCATION OF LINER MAY VARY AS SPECIFIED BY THE S&WB ENGINEER.



MANHOLE REHABILITATION 2' DEPTH WITH SPRAY APPLIED STRUCTURAL CEMENTITIOUS LINER



TYPICAL ABANDON MANHOLE AND CATCH BASIN DETAIL

SCALE: N.T.S.

REV.	DATE	DESCRIPTION	BY
<b>SEWERAGE AND WATER BOARD OF NEW ORLEANS</b>			
MANHOLE ADJUSTMENT AND REHABILITATION			
DR.	D. McCRAY		
ENC.			
CHK.	M. JOHNSON		
APP.	W. BECKER		
SCALE	NONE		
DATE	02-28-07	BLT. NO.	SHEET NO.
DWG. NO. 8180-SD			

30

# City Park Sewer Replacements Supplementary Conditions

August 21, 2025

IF THERE IS A CONFLICT AMONG THE PARTS FORMING THE CONTRACT DOCUMENTS, THE MORE STRINGENT CONDITION AND/OR THE CONDITION IN CPC'S FAVOR SHALL APPLY.

REFERENCES TO ARCHITECT AND ENGINEER ARE USED INTERCHANGEABLY THROUGHOUT THE CONTRACT DOCUMENTS AND REFER TO THE SAME PERSON.

A DRAFT OF THE AIA DOCUMENT A104-2017 TO BE USED AS THE AGREEMENT BETWEEN CPC AND CONTRACTOR IS ATTACHED HERETO IN DRAFT FORM WITH CPC-SPECIFIC CONTRACT REQUIREMENTS

## Requirements:

1. Contractor shall provide a temporary sewer bypass system as necessary to maintain continuous sewer service at all times with no direct pay for this item. Bypass system shall be installed and operated in accordance with all local, state, and federal requirements.
2. Work site, and especially open cuts, shall be protected from public access at all times and especially when contractor is not on site. Special care should be given to the area of the new 8-inch sewer line that is inside the Tad Gormley Stadium perimeter fencing if there is a football game while this site is occupied by Contractor's work. See football schedule and site map below. Contractor shall provide to CPC its plan for protecting work areas prior to starting work on site.
3. Every effort should be made to complete jack and bore work before 11/28/2025 (opening day for Celebration in the Oaks), so unnecessary equipment can be removed from the park and pits closed.
4. Contractor shall clean up all debris caused by its work in all locations.
5. Contractor shall provide technicians with proper certification, or subcontract certified technicians as necessary, for all equipment that is used that requires specific training or certification.
6. All work shall be performed by and under the supervision of skilled experienced personnel that have the appropriate licenses for the work being performed, including any subcontracted work. A list of any subcontractors to be used on this project shall be supplied to CPC by the selected Contractor on Contract award.
7. All work shall be completed to the manufacturer's specifications and to the latest federal, state or local standards and shall meet the highest industry standards.
8. Selected Contractor shall not perform any repairs beyond the scope of work requested by CPC unless prior written approval is provided by CPC.

## Football and Work Schedules:

1. Contractor's work shall not interfere with stadium uses, including football games as scheduled below. Three (3) hours prior to game kick-off time, Contractor shall remove all equipment and materials from inside the stadium perimeter fencing that is accessible to the public or block it from public access.

2. To the extent possible, work at Location A shown on the Site Map below should be completed between football games and left in a condition that is useable by the public during football games. Any unusable space must be barricaded off. Work cannot begin in Location A until after October 3, 2025.
3. The above notwithstanding, access shall be provided for an ambulance using the path shown on the Site Map below. This access shall be provided starting 1 hour prior to game time until the ambulance leaves after the game.

2025 Football Game Schedule (kick-off time):

Saturday Sept 6th @ 7pm  
 Thursday, Sept. 11th @ 7pm  
 Friday, Sept. 12th @ 7pm  
 Friday, Sept. 19th @ 7pm  
 Friday, Sept. 26th @7pm  
 Saturday Sept. 27th @ 2pm & 7pm  
 Thursday, Oct. 2nd @ 7pm  
 Friday, Oct. 3rd @ 7pm (no work day)  
 Thursday, Oct. 9th @ 7pm  
 Friday, Oct. 10th @ 7pm  
 Saturday Oct. 11th @ 3pm

Friday, Oct. 17th @ 7pm  
 Saturday Oct. 18th @ 7pm  
 Friday, Oct. 24th @ 7pm  
 Saturday Oct. 25th @ 3pm  
 Friday, Oct. 31st @ 7pm  
 Saturday Nov. 1st @ 7pm  
 Thursday, Nov. 6th @ 7pm  
 Friday, Nov. 7th @ 7pm

TBD-playoff games for up to 4 weeks

4. CPC shall provide Contractor with space for material storage, etc., as shown on the Site Map below. Material storage in the vicinity of Location A shall not interfere with the use of nearby paved area for buses during game days. Contractor is responsible for securing jobsite material and lay-down areas. CPC is not responsible for materials or equipment in storage area.
5. Normal working hours of City Park facilities shall be provided to Contractor.
6. Access to sites shall be coordinated in advance.
7. Overtime hours occur after the normal working hours of the Contractor. Overtime hours shall be authorized in writing (email acceptable) by the designated CPC representative prior to the start of any work and shall not affect cost to CPC.

Celebration in the Oaks (CITO) and Work Schedules:

1. Contractor’s work shall not interfere with CITO operations, including but not limited to daily opening, instillation of exhibits, testing of electrical systems, arrival of staff. See CITO schedule and opening times below.
2. For the 10” sewer line all equipment and materials must be neatly stored and secured one (1) hour before sundown.
3. All road closures must be reopened three (3) hours prior to CITO opening,
4. If bypass pump is engaged over road, appropriate road ramps must be installed.

Friday, November 28, 2025	5:00 PM	Monday, December 15, 2025	Closed
Saturday, November 29, 2025	5:00 PM	Tuesday, December 16, 2025	6:00 PM
Sunday, November 30, 2025	5:00 PM	Wednesday, December 17, 2025	6:00 PM
Monday, December 1, 2025	6:00 PM	Thursday, December 18, 2025	6:00 PM

Tuesday, December 2, 2025	6:00 PM	Friday, December 19, 2025	5:00 PM
Wednesday, December 3, 2025	6:00 PM	Saturday, December 20, 2025	5:00 PM
Thursday, December 4, 2025	6:00 PM	Sunday, December 21, 2025	5:00 PM
Friday, December 5, 2025	5:00 PM	Monday, December 22, 2025	6:00 PM
Saturday, December 6, 2025	5:00 PM	Tuesday, December 23, 2025	6:00 PM
Sunday, December 7, 2025	5:00 PM	Wednesday, December 24, 2025	Closed
Monday, December 8, 2025	Closed	Thursday, December 25, 2025	6:00 PM
Tuesday, December 9, 2025	6:00 PM	Friday, December 26, 2025	5:00 PM
Wednesday, December 10, 2025	6:00 PM	Saturday, December 27, 2025	5:00 PM
Thursday, December 11, 2025	6:00 PM	Sunday, December 28, 2025	5:00 PM
Friday, December 12, 2025	5:00 PM	Monday, December 29, 2025	6:00 PM
Saturday, December 13, 2025	5:00 PM	Tuesday, December 30, 2025	6:00 PM
Sunday, December 14, 2025	5:00 PM	Wednesday, December 31, 2025	Closed
		Thursday, January 1, 2026	6:00 PM

#### Supplies and Equipment:

1. The Contractor shall furnish:
  - All labor, equipment, supplies, and materials.
  - All required safety equipment and fall protection equipment for all staff in compliance with all applicable health and safety regulations.
  - All lifts and/or heavy equipment required for the performance of the work.
2. The Contractor shall be responsible for the security of their equipment and material on site. CPC shall not take any responsibility for missing or damaged equipment, tools, or personal belongings.

#### Safety:

1. The Contractor shall ensure all work is performed in accordance with all local, state, and federal laws, rules, and regulations, including OSHA safety regulations.
2. CPC reserves the right to request the removal from the work site any supplies and/or equipment that does not meet CPC's standards and regulations. In addition, CPC may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the Contract requirements.
3. The Contractor shall ensure that their safety plan is current and updated.

#### Contractor's and Subcontractor's Employees:

1. Contractor and subcontractor personnel shall have identification with them at all times while on City Park property.
2. Contractor and subcontractor personnel shall not use any CPC equipment or supplies without the express written permission of CPC.
3. Contractor and subcontractor personnel shall not smoke within 25 feet of any building.

4. Contractor and subcontractor personnel shall not be present on City Park property while under the influence of drugs or alcohol or any substance which affect or could affect judgment, performance, or safety.
5. Contractor and subcontractor personnel shall adhere to the “Character and Conduct of Contractor’s Employees and Subcontractors” policy listed below:

Character and Conduct of Contractor's Employees and Subcontractors

- The Contractor's employees and Subcontractors shall bear some means of company identification such as a company uniform with name badges, name tags or identifications marks. Vehicles and equipment shall also bear some means of company identification. Contractor must inform City Park of forms of identification prior to commencing work.
- No parking under any circumstances on turf unless the vehicle’s equipment is imperative to performing work on the site. All employees and agents of the Contractor must be told to not park on turf.
- The Contractor shall assure that employees and its Subcontractors serve the public in a courteous, helpful and impartial manner and should refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of the Contractor.
- The Contractor shall perform the Work with as little noise and as little disturbance to Park users and surrounding property owners as possible.
- Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers, trees, and other plants of the Park, Park users and third parties.
- Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and to be fully compliant with all applicable programs.
- If work is estimated to exceed one work day, materials and jobsite will be secured by panel fencing.
- Unless otherwise specified by City Park, any temporary panel fencing used in the park shall include green screening.
- All materials and equipment will be secured inside temporary fencing at the end of day; whenever Contractor is not on the jobsite.
- Contractor shall promptly notify City Park of all damage to property belonging to City Park or Third Parties, or injuries incurred by persons other than employees of Contractor in no case later than 12 hours after the injury or damage occurred.
- Contractor must ensure the public's safety when performing services.
- Contractor shall behave and operate in an environmentally and professionally sound way as to not create damage or cause exposure by virtue of negligence or omission.
- Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained so to not endanger the operator or any person in the vicinity of operations.

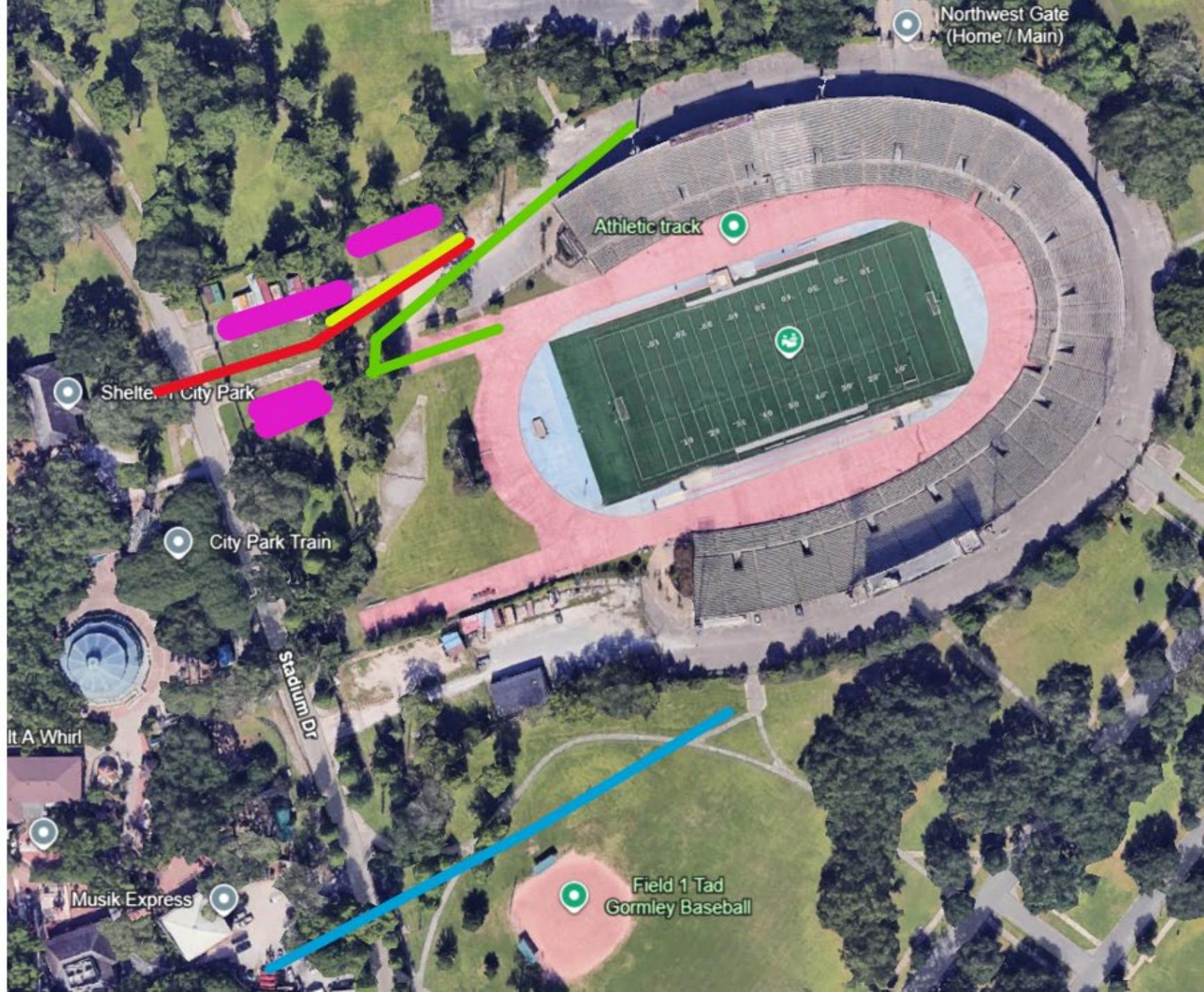
- Contractor is responsible for damage to the irrigation system caused by Contractor.
- Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- The Contractor will be held responsible for any damages to trees, plants, shrubs, etc., that is caused by the Contractor's errors or their failure to comply with the requirements of these specifications and will be assessed a fee.
- Any application of chemicals must be approved in advance by City Park. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body.
- Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance in coordination with City Park. Notification is to include when, what, where, and how much. Verification of completion is to be noted.
- If Contractor encounters wildlife that will be harmed by Contractor's work or is a threat to Contractor, Contractor shall contact City Park personnel for wildlife removal.

# SITE MAP

Page 6 of 6

## LEGEND:

-  New 8-inch sewer line approx. location
-  New 10-inch sewer line approx. location
-  Location A
-  Ambulance Path
-  Available for material storage





# Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the [redacted] day of [redacted] in the year Two Thousand Twenty-Five

BETWEEN the Owner:

City Park Conservancy  
1 Palm Drive  
New Orleans, Louisiana 70124

and the Contractor:



for the following Project:

City Park Sewer Replacements  
(Carousel Gardens Amusement Park at Stadium Drive)  
New Orleans, Louisiana

The Architect or sometimes in the Contract Documents referred to as Engineer:

Batture LLC  
5110 Freret Street  
New Orleans, Louisiana 70115

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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**TABLE OF ARTICLES**

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 DISPUTE RESOLUTION**
- 6 ENUMERATION OF CONTRACT DOCUMENTS**
- 7 GENERAL PROVISIONS**
- 8 OWNER**
- 9 CONTRACTOR**
- 10 ARCHITECT**
- 11 SUBCONTRACTORS**
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 13 CHANGES IN THE WORK**
- 14 TIME**
- 15 PAYMENTS AND COMPLETION**
- 16 PROTECTION OF PERSONS AND PROPERTY**
- 17 INSURANCE AND BONDS**
- 18 CORRECTION OF WORK**
- 19 MISCELLANEOUS PROVISIONS**
- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**

**ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 2.1** The date of commencement of the Work shall be:

[  ] The date of this Agreement.

[  ] A date set forth in a notice to proceed issued by the Owner.



[ ] Established as follows:

[ ]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[ X ] Not later than sixty ( 60 ) calendar days from the date of commencement of the Work.

[ ] By the following date: [ ]

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: not applicable

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

[ X ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

§ 3.2 The Stipulated Sum shall be [ ] (\$ [ ] ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

none [ ]

§ 3.2.2 Unit prices, if any: to be added later

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum: none

§ 3.3 Cost of the Work Plus Contractor’s Fee (not applicable)

[ ]

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price (not applicable)**

**§ 3.4.3 Guaranteed Maximum Price (not applicable)**

**§ 3.5 Liquidated damages, if any:**

\$1,000.00 for each calendar day

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

5%

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 %

**§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:

not applicable

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	City Park Sewer Replacements Supplementary Conditions	August 21, 2025	All

§ 6.1.4 The Specifications:

Section	Title	Date	Pages
All	Specifications and Contract Documents for City Park Sewer Replacements (Carousel Gardens Amusements Park at Stadium Drive)	August 2, 2025	All

§ 6.1.5 The Drawings:

Number	Title	Date
C-1 through C-5	City Park Sewer Replacements	August 2, 2025
3143-E-1	S&WB of NO, Details of Sewer and Water Manhole Castings	
4697-E5-A	S&WB of NO, Typical	

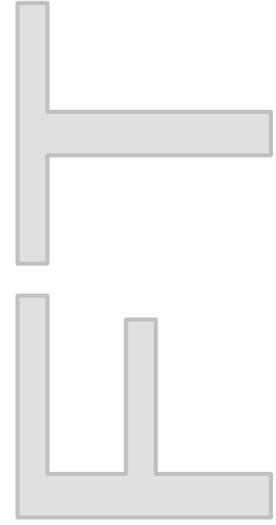
Standard and Non-Standard Sheeting and Open Trench Sections for Sewer Pipe Installation

6178-B-6

S&WB of NO, Typical Sewer Brick Manhole and Drop Inlet

8180-SD

S&WB of NO, Manhole Adjustment and Rehabilitation



**§ 6.1.6** The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7** Additional documents, if any, forming part of the Contract Documents: none

.1 Other Exhibits:

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

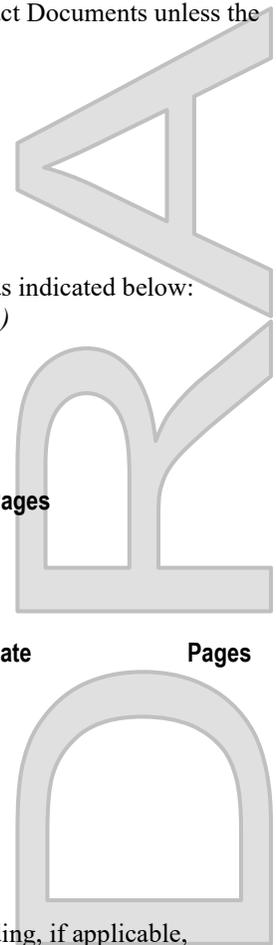
The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:



**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work

by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

## **§ 7.3 The Work**

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

## **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

## **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

## **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

## **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by

electronic mail.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time

bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts

fit together properly.

### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, State of Louisiana, PEPCO, City of New Orleans, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and

quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 10.6** The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 10.7** The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 10.8** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

**§ 10.9** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

**§ 11.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 11.2** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 11.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 12.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 12.2** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

**§ 12.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed

activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### **§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, State of Louisiana, PEPCO, and City of New Orleans from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims

by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than [REDACTED] (\$ 1,000,000 ) each occurrence, [REDACTED] (\$ 2,000,000 ) general aggregate, and [REDACTED] (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$ 0 ) each accident, (\$ 0 ) each employee, and (\$ 0 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ 0 ) per claim and (\$ 0 ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ 0 ) per claim and (\$ 0 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ 0 ) per claim and (\$ 0 ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, PEPCO, State of Louisiana, City of New Orleans, the Architect, and the Architect's Consultants, and their officers, trustees, employees, volunteers, and agents as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, PEPCO, State of Louisiana, and City of New Orleans, and their officers, trustees, employees, volunteers, and agents as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

The insurer(s) shall waive all rights of subrogation against City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, State of Louisiana, PEPCO, City of New Orleans, Architect, and Architect's consultants, and their officers, trustees, agents, volunteers, and employees

Original certificates of insurance for all insurance policies shall be delivered to Client prior to execution of this Agreement, and shall be from companies that are (1) authorized to do business in the State of Louisiana, and (2) have a Best's rating of at least B+ and a financial size of Class VI or better. Certificates of insurance must be marked "Premium Paid." Performance and payment bonds, where applicable, shall be submitted to Client before execution of this Agreement. Certificates confirming renewals of insurance shall be submitted prior to the expiration date of coverage for the duration of the Agreement Term.

Comprehensive General Liability Insurance policies must be maintained in force for the duration of the Agreement Term. The certificates of insurance shall have endorsed thereon: "No cancellation or termination of or change in this policy shall be effective until after 30-days' notice sent by certified mail to City Park, Fiscal Department." Policy renewal certificates shall be received no later than 14 days prior to expiration. This applies to each type of insurance and their respective policy expiration dates.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

none

**§ 17.2**

**Waiver of Subrogation**

The Contractor waive all rights of subrogation against City Park Conservancy, New Orleans City Park Improvement Association, Friends of City Park, State of Louisiana, PEPCO, City of New Orleans, Architect, and Architect's consultants, and their officers, trustees, agents, volunteers, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from any Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

**§ 17.3.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4** The Owner's representative:

William Murphy  
Director of Buildings & Infrastructure  
Cell: 504-421-2306

**§ 19.5** The Contractor's representative:

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

\$0.00

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first

recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*  
 \_\_\_\_\_  
*(Printed name and title)*

