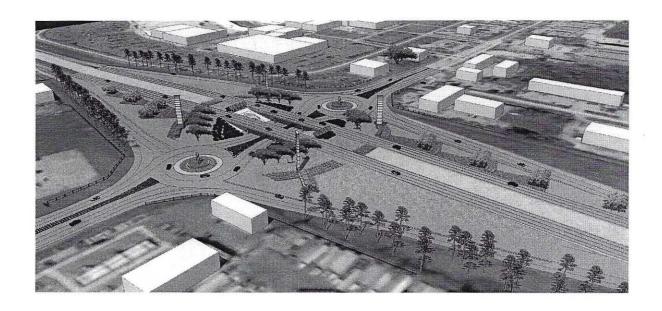
Gateway to Hammond, Phase I Planning and Construction



SPECIFICATIONS

AND

CONTRACT DOCUMENTS

for The City of Hammond, Louisiana

PETE PANEPINTO, Mayor

Prepared by:

Dufreche-Perkins & Associates, LLC CONSULTING LANDSCAPE ARCHITECTS

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ADVERTISEMENT FOR BIDS

GATEWAY TO HAMMOND, PHASE I

CITY OF HAMMOND, LOUISIANA

Sealed Bids for Gateway to Hammond, Phase I shall be addressed to the City of Hammond and delivered to the office of the Council Clerk, Hammond City Council Chambers, 312 E Charles St, Hammond LA 70401, no later than **10:00 a.m. Friday, February 10, 2017**.

All Bids must be submitted in duplicate. Any Bid received after the specified time and date shall not be considered. Bids shall be publicly opened and read aloud at 10:00 a.m., Friday, February 10, 2017, at Hammond City Council Chambers, 312 E Charles St, Hammond LA 70401.

Complete Bid Documents for this project, including Specifications and Contract Documents and Drawings, are available electronically on the City's website (www.hammond.org). Hardcopies may be viewed without charge and without deposit at Dufreche Perkins and Associates, 208 N Cate St, Hammond LA 70401. Bidders are responsible for their own reproduction costs. Questions about the Bid Documents shall be directed to the Designer, Dufreche Perkins and Associates, 208 N Cate St, Hammond LA 70401, Attention: Adam Perkins (225-294-5257, adam@dufreche-perkins.com).

A voluntary Pre-bid Conference is scheduled for **10:00 a.m. Friday, January 27, 2017**, at Hammond City Council Chambers, 312 E Charles St, Hammond LA 70401. Following this conference, bidders may view the work site with the Designer if necessary.

Bidders must possess a General Contracting license in accordance with Louisiana Revised Statute 37:2150-2163.

DBE/MBE/WBE and Section 3 businesses are encouraged to submit bids.

Any person with disabilities requiring special accommodations must contact City of Hammond Director of Administration Lacy Landrum (985-277-5653, Landrum_L@hammond.org) no later than seven (7) days prior to Bid Opening.

Bidders may withdraw their Bids within forty-eight (48) hours after Bid Opening, excluding any weekend and legal holidays, under certain limited circumstances in accordance with Louisiana Revised Statute 38:2214(C). Otherwise, no Bid may be withdrawn for a period of thirty (30) days after Bid Opening.

All Bids must be accompanied by a Bid Security in an amount equal to five percent (5%) of the sum of the Base Bid and all Additional Bid Items (ABI), and this Bid Security must be in the form of a certified check, cashier's check, or bond form as prescribed by Louisiana Revised Statute 38:2218.A and according to the Bid Documents.

The successful Bidder shall also be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount, including any Additional Bid Items (ABI), according to the Bid Documents.

The City reserves the right to accept or reject any and all Bids for just cause in accordance with Louisiana Public Bid Law, Louisiana Revised Statute 38:2211, et seq., which does not permit waiving any provision of Louisiana Revised Statute 38:2212, concerning advertisement and letting, or waving any provision included in the Bid Documents. The City shall incur no obligation to the Contractor until a Contract between the City and Contractor is fully executed.

To appear: Friday, January 13, 2017

Friday, January 20, 2017 Friday, January 27, 2017

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) One Hundred Twenty consecutive calendar days, subject to such extensions as may be granted, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

The Contract Award process must be completed within 45 calendar days after Bid Opening, Contract Execution must be completed within 60 calendar days. Notice to Proceed must be issued 30 calendar days after contract execution.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of One Hundred Fifty Dollars (\$150.00) 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".

A "Schedule of Inclement Days" must be furnished to the Landscape Architect, on a monthly basis, for weather delays to be reviewed/approved for contract extensions.

ARTICLE 1

DEFINITIONS

- 1.1 All definitions set forth in the General Conditions of the Contract for Construction, AlA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.2 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.3 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 1.4 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 deleted for sums stated in alternate bids.
- 1.5 An alternate bid (or alternate) is an amount stated in the bid to be added to 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.
- 1.6 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the proposed Contract Documents.
- 1.7 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.8 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

BIDDER'S REPRESENTATION

- 3.1 Each Bidder by making his bid represents that:
- 3.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
- 3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
- 3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 3.1.4 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
- 3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BIDDING DOCUMENTS

4.1 Copies

- 4.1.2 Complete sets of Bidding Documents shall 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.
- 4.1.3 The Owner or 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 or grant for any other use.
- 4.2 Interpretation or Correction of Bidding Documents
- 4.2.1 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.
- 4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.
- 4.2.3 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, and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

- 4.3.1 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 proposed substitution. No substitutions shall be allowed after bidding.
- 4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the date for receipt

of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, 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. It shall be the responsibility of the proposer to include in his proposal all changes required of the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

- 4.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.
- 4.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The City of Hammond shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.
- 4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.
- 4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

ARTICLE 5

POST-BID INFORMATION

7.1 Submissions

- 7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.
- 7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.
- 7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
- 7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
- 7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

ARTICLE 6

PERFORMANCE AND PAYMENT BOND

- 8.1 Bond Required
- 8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Owner.
- 8.2 Time of Delivery and Form of Bond
- 8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.
- 8.2.2 Bond shall furnished to the Owner on an appropriate form.
- 8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 7

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 9.1 Form to be Used
- 9.1.1 Form of the Contract to be used shall be a standard AIA format.

9.2 Award

- 9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.
- 9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

ARTICLE 8

BIDDER INSURANCE COVERAGES

10.1 **The Sample AIA Contract provided is a sample only**. Bidders are to be aware that the City of Hammond requires statutory coverages and coverage amounts (e.g. for Workmen's Compensation) and \$1 million in Contractor's and Subcontractor's Liability (e.g. Employer's liability, Comprehensive General Liability, Property Damage Liability, Vehicular Liability, Umbrella Liability) coverages.. The City also requires full amount Builder's Risk coverage (with the City named as the Loss Payee. Bidders must ensure that appropriate insurance coverages and coverage amounts area supplied with their bids.

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the in the year

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

day of

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

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

(Name, location and detailed description)

The Architect:

(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

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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 unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

	ntractor shall achieve Substa) days from the date of com	antial Completion of the entire Work not later than
(Insert numb	er of calendar days. Alterna	ttively, a calendar date may be used when coordinated with the date of quirements for earlier Substantial Completion of certain portions of the Work.)
Portio	on of the Work	Substantial Completion Date
(Insert provis		Time as provided in the Contract Documents. damages relating to failure to achieve Substantial Completion on time or for the Work.)
§ 3.1 The Ow Contract. The	CONTRACT SUM ner shall pay the Contractor c Contract Sum shall be one opropriate box.)	the Contract Sum in current funds for the Contractor's performance of the of the following:
	Stipulated Sum, in accorda	ance 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 Section 3.4 below	Contractor's Fee with a Guaranteed Maximum Price, in accordance with
(Based on the	e selection above, complete	Section 3.2, 3.3 or 3.4 below.)
§ 3.2 The Stip (\$	oulated Sum shall be), subject to ac	dditions and deductions as provided in the Contract Documents.
Owner to acc	nd are hereby accepted by the nbers or other identification ept other alternates subsequ	the following alternates, if any, which are described in the Contract ne Owner: a of accepted alternates. If the bidding or proposal documents permit the went to the execution of this Agreement, attach a schedule of such other and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and

deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on Documents and are hereby accepted by the Owner:	n the following alternates, if any, which are described in the Contract
§ 3.4.3.3 Unit Prices, if any: (Identify and state the unit price, and state the quant	ntity limitations, if any, to which the unit price will be applicable.)
ltem	Units and Limitations Price per Unit (\$0.00)
§ 3.4.3.4 Allowances included in the Guaranteed Max (Identify and state the amounts of any allowances, as	ximum Price, if any: nd state whether they include labor, materials, or both.)
Item	Allowance
§ 3.4.3.5 Assumptions, if any, on which the Guarant	reed Maximum Price is based:
ARTICLE 4 PAYMENTS § 4.1 Progress Payments § 4.1.1 Based upon Applications for Payment submit issued by the Architect, the Owner shall make progressive provided below and elsewhere in the Contract Docu-	Itted to the Architect by the Contractor and Certificates for Payment ress payments on account of the Contract Sum to the Contractor as iments.
§ 4.1.2 The period covered by each Application for month, or as follows:	Payment shall be one calendar month ending on the last day of the
§ 4.1.3 Provided that an Application for Payment is day of a month, the Owner shall make payment of t day of the Architect after the date fixed above, payment shall () days after the Architect receives the Ap (Federal, state or local laws may require payment to	he certified amount to the Contractor not later than the month. If an Application for Payment is received by the be made by the Owner not later than plication for Payment.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 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. (Insert rate of interest agreed upon, if any.)

§ 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.

§ 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, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 21.4 of this Agreement	
Litigation in a court of competent jurisdiction	
Other: (Specify)	

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 A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

Document	Title	Date	Pages
			ALC: N
		100 2 100 2	19 TO
5.1.3 The Specifications: ither list the Specifications in	here or refer to an exhibit a	attached to this Agreement.)	
Section	Title	Date	Pages
			1
6.1.4 The Drawings:			
lither list the Drawings here	or refer to an exhibit attack	hed to this Agreement.)	
Number	Title	Date	
		All All	
		A A	
6.1.5 The Addenda, if any:			
Number	Date	Page	es
	AT TOWN		
68	A WO		
View Control of the C			
rtions of Addenda relating t	o bidding requirements are	not part of the Contract Documen	its unless the bidd

- .1
- Exhibit A, Determination of the Cost of the Work, if applicable.

 AIA Document E201TM—2007, Digital Data Protocol Exhibit, if completed, or the following: .2
- .3 Other documents: (List here any additional documents that are intended to form part of the Contract Documents.)

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, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment 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 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

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

§ 8.1.2 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.

§ 8.1.3 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

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 8.1.1, 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.

§ 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. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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.

§ 9.10 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 or 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 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 Access to Work

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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 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 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.

§ 10.3 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 report to the Owner (1) known deviations from the Contract

Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

- § 10.4 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.
- § 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.
- § 10.6 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.
- § 10.7 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.
- § 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 10.9 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.

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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.
- § 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.

§ 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.

§ 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 the 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 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, 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 by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Applications for Payment

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

- § 15.1.2 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 (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.
- § 15.1.3 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.
- § 15.1.4 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.

§ 15.2 Certificates for Payment

§ 15.2.1 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 in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

- § 15.2.2 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.
- § 15.2.3 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 15.2.2 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 15.2.1. 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 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.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 Progress Payments

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, 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 similar manner.

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

§ 15.3.3 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.

§ 15.4 Substantial Completion

§ 15.4.1 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.

§ 15.4.2 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.

§ 15.4.3 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.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 15.5 Final Completion and Final Payment

§ 15.5.1 Upon receipt of the Contractor's written 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 terms and conditions of 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 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 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.

§ 15.5.3 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material 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 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 or the Contractor's Subcontractors or Subsubcontractors; 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, except for damage or loss 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

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing. 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 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 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 indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall

contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants 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) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 Property Insurance

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and subsubcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 Performance Bond and Payment Bond

§ 17.4.1 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 bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 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.2.7.3 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 15.4.3, 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 written 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, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement 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 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.2.1 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' written 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 above reasons 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' written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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 21.8 and Sections 15.5.3 and 15.5.4, 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 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.

§ 21.3 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 the 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.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the 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.

- § 21.5 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).
- § 21.6 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.
- § 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 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 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

OWNER (Signature) (Printed name and title)	CONTRACTOR (Signature)
OWNER (Signature)	CONTRACTOR (Signature)
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This Agreement entered into as of the day an	d vear first written above.
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STATE OF LOUISIANA PARISH OF Tangipahoa
PROJECT NO. 50-MB9-15-02 NAME LOCATION Hammond, Louisiana
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 has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:
PART I.
Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.
(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
PART II.
Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.
That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.
For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.
That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.
AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF , 2017.

NOTARY

WITNESS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA Gateway to Hammond, Phase I PARISH OF TANGIPAHOA HAMMOND, LA

TAKISH OF TA	ANGIFAHOA	HAMMOND, LA		
		AFFIDAVIT		
Before	me, the undersigned a	uthority, duly commissioned	and qualified within an	d for the State
and Parish afo	oresaid, personally car	me and appeared		representing
	who, l	being by me first duly sworn	deposed and said that h	e has read this
affidavit and do	oes hereby agree under	oath to comply with all provis	sions herein as follows:	
Section amend		Chapter 10 of Title 38 of	the Louisiana Revised	d Statutes, as
1)	either directly or inc payment, other than connection with the	d no person, corporation, firm directly, to secure the public persons regularly employed construction, alteration or of the public contract were in	c contract under which d by the affiant whose demolition of the public	h he received se services in ic building or
2)	person, corporation, to other than the payme the affiant whose serv	Contract price received by affirm, association, or other organ of their normal compensatices in connection with the coproject were in the regular co	ganization for soliciting ion to persons regularly onstruction, alteration or	g the Contract, y employed by r demolition of
THUS DONE	AND SIGNED BEFO	DRE ME, THE UNDERSIG	NED Notary Public ar	nd subscribing
witnesses on th	is day of	, 2017, at	,	, LA
W	TTNESS	_	By:	

NOTARY PUBLIC

	Gateway to Hammond, Phase I	, Planning and	
	Construction Name of Project		
	·		02 10 17
	City of Hammond Name of Grantee/Owner		02-10-17 Date of Bid
			2 444 42 214
	ATTESTATION LA. R.S. 38:2227 (PAST CRIM	CLAUSE REQUIREI	
As	a Bidder on the above-entitled Public W	orks Project, does hereby	attest that:
A.	No sole proprietor or individual partn or member who has a minimum of a named below has been convicted of, any of the following state crimes or eq	a ten percent (10%) own or has entered a plea of	ership in the bidding entity
	(a) Public bribery (R.S. 14:118)(b) Corrupt influencing (R.S. 14:120)	(c) Extortion (R.S (d) Money launde	
B.	Within the past five years from the pro- incorporator, director, manager, office percent (10%) ownership in the biddi entered a plea of guilty or nolo conten- federal crimes, during the solicitation the provisions of Chapter 10 of Title 3	er, organizer, or member ving entity named below hadere to any of the following or execution of a contract	who has a minimum of a ten as been convicted of, or has ng state crimes or equivalent t or bid awarded pursuant to
	(a) Theft (R.S. 14:67)	(f) Bank fraud (l	R.S. 14:71.1)
	(b) Identity Theft (R.S. 14:67.16)	(g) Forgery (R.S	
	(c) Theft of a business record (R.S.14:67.20)	(h) Contractors; payments (R	misapplication of .S. 14:202)
	(d) False accounting (R.S. 14:70) (e) Issuing worthless checks (R.S. 14:71)		in office (R.S. 14:134)
NA	ME OF BIDDER	NAME OF AUTHORIZE	D SIGNATORY OF BIDDER
DA	TE	TITLE OF AUTHORIZE	O SIGNATORY OF BIDDER
DΑ	I E	IIILE OF AUTHORIZE	SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED **SIGNATORY OF BIDDER**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:	BID FOR:			
(Owner to provide name and address of owner)	(Owner to provide name of project and other identifying information)			
Documents, b) has not received, relied on, or banddenda, c) has personally inspected and is family appliances and facilities as required to perform	represents that she/he; a) has carefully examined and understands the Bidding ased his bid on any verbal instructions contrary to the Bidding Documents or any iliar with the project site, and hereby proposes to provide all labor, materials, tools, rm, in a workmanlike manner, all work and services for the construction and accordance with the Bidding Documents prepared by: and dated:			
	Bidder acknowledges receipt of the following ADDENDA: (Enter the number the			
Designer has assigned to each of the addenda that the	Bidder is acknowledging)			
TOTAL BASE BID: For all work required Bid" * but not alternates) the sum of:	d by the Bidding Documents (including any and all unit prices designated "Base			
designated as alternates in the unit price descript				
	nate and state whether add or deduct) for the lump sum of:			
Alternate No. 2 (Owner to provide description of alternate	nate and state whether add or deduct) for the lump sum of:			
Alternate No. 3 (Owner to provide description of altern	nate and state whether add or deduct) for the lump sum of:			
NAME OF BIDDER:				
ADDRESS OF BIDDER:				
LOUISIANA CONTRACTOR'S LICENSE	NUMBER:			
NAME OF AUTHORIZED SIGNATORY O	OF BIDDER:			
TITLE OF AUTHORIZED SIGNATORY O	F BIDDER:			
SIGNATURE OF AUTHORIZED SIGNATO DATE:	ORY OF BIDDER **:			

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

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

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

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

TO:			BID FOR:	
(Owner to p	provide name and addi	ress of owner)	(Owner	to provide name of project and other identifying information)
UNIT PRICES:	This form shall be	used for any and all worl	required by the Bidding Documents and described	as unit prices. Amounts shall be stated in figures and only in fi
DESCRIPTION:	☐ Base Bid or ☐	☐ Alt.#		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	☐ Base Bid or ☐	☐ Alt.#		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	☐ Base Bid or ☐] Alt #		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION		3 A1. //		
DESCRIPTION: REF. NO.	☐ Base Bid or ☐ QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
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REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	☐ Base Bid or ☐] Alt #		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
101.110.	207111717	CT.TT OF THE TOOKE.	OTHE THOSE	Civi Titled Bill Lindon (Quality times out Title)

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID BOND

FOR

		Date:	
KNOW ALL MEN BY THESE P	PRESENTS:		
unto the	f this bid, including all alternates ade, we bind ourselves, our heirs	, as Principa, as Surety, are held and firmly bout a sum of form (Obligee), in the full and just sum of form (Obligee), in the full and just sum of form (Obligee), and initiations, successors and assistances.	<u>five</u> ent
Service list of approved bonding c it obligates itself in this instrument the latest printing of the A. M. Be amount may not exceed ten percen	companies as approved for an ant or that it is a Louisiana domicil est's Key Rating Guide. If sure at of policyholders' surplus as sho	Department of the Treasury Financial Manager mount equal to or greater that the amount for we led insurance company with at least an A - ratio try qualifies by virtue of its Best's listing, the I sown in the latest A. M. Best's Key Rating Guidenss in the State of Louisiana and that this Bot	which ing ir Bond le.
signed by surety's agent or attorney	y-in-fact. This Bid Bond is accontributed the support of the such that t	mpanied by appropriate power of attorney. that, whereas said Principal is herewith submi	
time as may be specified, enter	into the Contract in writing an aditions of the Contract with sur	o the Principal and the Principal shall, within ad give a good and sufficient bond to secure rety acceptable to the Obligee, then this obligible.	e the
PRINCIPAL (BIDDER)		SURETY	
BY: AUTHORIZED OFFICER-OWN	BY:BY:	NT OR ATTORNEY-IN-FACT(SEAL)	

NOTICE TO PROCEED

TO:	DATE:	
	PROJECT: Gateway to Hammond, Phase I	
You are hereby notified to commence work on	, 20, in accor-	
dance with the Agreement dated	, and you are to complete the work	
within 120 consecutive calendar days of the date of is	ssuance above. The date of completion of all work is	
therefore, 20		
	(Cimpatura)	
	(Signature)	
	(Printed Name and Title)	
ACCEPTANCE OF NOTICE		
Receipt of the above Notice to		
Proceed is hereby acknowledged		
by:		
(Signature)		
this the day of, 20		
(Printed Name and Title)		

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased construction.
 - 4. Coordination with occupants.
 - 5. Specification conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Gateway to Hammond Phase I
 - 1. Project Location: Hammond, Louisiana 70401 areas around and adjacent to the DOTD Roundabouts adjacent to the I-12 Main Hammond Interstate Exit
- B. Owner: City of Hammond
- C. Landscape Architect: Dufreche-Perkins and Associates; 208 North Cate Street, Hammond, LA 70401; Phone: 985.294.5257, Fax: 985.345.5297.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Landscaping, Irrigation, and limited masonry will be installed in areas around and adjacent to the DOTD Roundabouts adjacent to the I-12 Main Hammond Interstate Exit.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in single phase.
 - 1. All work shall commence within 30 days after the Notice to Proceed and be substantially complete and ready for occupancy 120 days after the Notice to Proceed.

SUMMARY 01 10 00 - 1

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Rights-of-Way: Coordinate all work outside of construction limits with those entities controlling the right-of-way and connections.
 - 2. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 3. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 4. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 5. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than three days in advance of proposed disruptive operations.
- C. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
 - 1. Maintain list of approved screened personnel with Owner's Representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using CSI/CSC's "MasterFormat 2004 Edition" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

SUMMARY 01 10 00 - 2

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 2. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- 3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- C. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of all Sections in the Specifications.

END OF SECTION 01 10 00

SUMMARY 01 10 00 - 3

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, as a Field Directive.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Change Proposal Requests issued by Architect are for information only and are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 14 days, when not otherwise specified after receipt of proposal request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include a statement as to how it effects the Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect for consideration and official acceptance by the architect. Prior to offering any detail listed below obtain authority to develop the information below from the architect. Comply with paragraph C-2 below prior to developing back-up information.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include a statement as to how it effects the Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Tracking of Change Requests: The Architect shall maintain and the contractor shall track the official Change Proposal Request (CPR) Log (also referred to as Request for Change (RFC)). The General Contractor is allowed to monitor and maintain their own system; however, the official contract system shall be maintained by the Architect.
 - 1. Contractor-Initiated Proposals: Assignment of a Contractor-initiated proposal as a Change Proposal Request shall be by the Architect, after evaluation and upon determination that the claim is valid.
- D. Change Proposal Quotations shall include only the values of labor and materials that are directly affected by the requested change. It shall not include the cost of labor and materials that are on-going during the course of the work for subcontractors, suppliers, and the general contractor. In addition, the requirements set forth in other sections of the contract documents and not allowing the cost of off-site subcontractors, suppliers and general contractor's expenses shall apply. The contractor shall follow the following when executing a Change Proposal Quotation:
 - 1. If the work is concurrent with the ongoing construction of the project, and the work is, in the opinion of the architect, concurrent with the ongoing work in process, supervision and support personnel, including the Project Superintendent and all personnel on site shall not be included in the cost of the change.
 - 2. If extensions of time are requested in the change and the work is, in the opinion of the architect, concurrent with the ongoing work in process, extensions of time will not be granted.
 - If extensions of time are requested because additional manpower is needed to execute
 the work and the work is, in the opinion of the architect, concurrent with the ongoing work
 in process, the lack of manpower will not be acceptable as a basis for an extension of
 time.
 - 4. In all cases, the request for any supervision expenses can only be considered when an extension of time is granted that extends work beyond the substantial completion date set at the time the request is submitted and if the work is, in the opinion of the architect, nonconcurrent with the ongoing work in process

1.5 RESPONSE TO CHANGE PROPOSAL REQUEST

A. The Contractor is obligated to respond to the time frames as noted on the issued Change Proposal Request Form or advise the Architect in writing of the date on which the proposal submission will be submitted. Failure to do so obligates the Contractor to respond within the

time frame indicated on the Change Proposal Request Form, but in no case shall the time frame exceed 14 days. Should the timeframe for receipt of the change proposal quotation exceed 14 days or the timeframe listed on the Change Proposal request Form if less than 14 days:

- 1. The Contractor shall not have grounds for a claim for a request for an extension of time.
- 2. The Contractor shall not have grounds for a claim for additional cost due to delay of the project.
- 3. The Contractor shall not have grounds for a claim for additional cost or extension of time for the development of conditions manifesting as a result of failure of the Contractor to meet the timeframes stipulated.
- B. The contractor is obligated to respond to the change request in sufficient itemized form to be properly evaluated by the Architect and the Owner. At a minimum the following shall be included in the breakdown using the forms required by the owner or as indicated within these specifications:
 - 1. Itemized labor with unit cost for each category of labor used.
 - Wages shall itemize direct cost and delineate a labor burden markup for applicable payroll taxes, worker compensation insurance, unemployment compensation, and social security taxes. As a means to be specific the following is to be included in the Labor Burden calculations:
 - a. FICA
 - b. Medicaid
 - c. Employer FICA and Medicaid Match
 - d. Worker's Compensation
 - e. FUTA
 - f. SUTA

All other components of labor burden not listed above are considered overhead and shall be included in overhead and profit multiplier that is allowed as per the General Conditions of the Contract for Construction. No other markups for labor burden will be considered.

- 3. Cost of materials, and supplies including the identification of each item and its cost.
- 4. Identify each piece of machinery and equipment and its individual cost. Only include the cost of the machinery for the time period in which it is being actively used.
- 5. Cost for estimating the change, schedule revisions, and management efforts associated with implementation of the change into the project shall not be included as line items, as they are tasks considered overhead in this contract.
- C. Failure of the Contractor to provide information to properly evaluate the cost associated with the proposed change:
 - 1. The Contractor shall not have grounds for a claim for a request for an extension of time.
 - 2. The Contractor shall not have grounds for a claim for additional cost due to delay of the project.
 - 3. The Contractor shall not have grounds for a claim for additional cost or extension of time for the development of conditions manifesting as a result of failure of the Contractor to meet the timeframes stipulated.

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Change Proposal Quotation, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain <u>detailed</u> records on a time and material basis of work required by the Construction Change Directive.
 - After completion of change, submit an itemized account and supporting data necessary
 to substantiate cost and time adjustments to the Contract. At a minimum, the contractor
 shall meet the requirements noted in Paragraph 1.5B of this section plus all itemized
 timesheets for labor and receipts for material.
 - 2. Owner reserves the right to monitor all construction change directives by whatever means necessary to document the work taking place. The contractor and all subcontractors, sub-subcontractors and suppliers shall fully cooperate with the owner and the owner's assigned representatives in these endeavors.

1.8 CONTRACTOR'S REQUESTS FOR INFORMATION (RFI)

- A. The contractor shall maintain a log of all Requests for Information and shall issue them on a form acceptable to the architect. The log shall be available to the owner and architect at all times. Assignment of an RFI as a Change Proposal Quotation shall be done by the Architect, after evaluation and upon determination that the claim is valid.
- B. Refer to Division 01 Section "Project Management and Coordination" for RFI requirements.

1.9 ARCHITECT'S REQUEST FOR INFORMATION (ARFI)

- A. The contractor shall maintain a separate log of all Requests for Information from the Architect. The log shall be available to the owner and architect at all times. Assignment of an ARFI as a Change Proposal Quotation shall be done by the Architect, after evaluation and upon determination that the claim is valid.
- B. Refer to Division 01 Section "Project Management and Coordination" for ARFI requirements.

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

1.1 **RELATED DOCUMENTS**

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

1.2 **SUMMARY**

This Section specifies administrative and procedural requirements necessary to prepare and A. process Applications for Payment.

1.3 **SCHEDULE OF VALUES**

- Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's A. construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - Application for Payment forms with continuation sheets.
 - Submittal schedule. b.
 - Items required to be indicated as separate activities in Contractor's construction C. schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) days after the Pre-Construction Conference.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - Identification: Include the following Project identification on the schedule of values: 1.
 - a. Project name and location.
 - b. Name of Architect.
 - C. Architect's project number.
 - d. Owner's project number.
 - Contractor's name and address. e.
 - f. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts, where appropriate.
 - Break out all values as follows: 3.
 - a. Delivered cost of product with taxes paid.
 - b. Total installation cost with overhead and profit.
 - For each line item which has an installed value over \$20,000, breakdown cost to C. list products and operations under each item.
- Round amounts to nearest whole dollar; total shall equal the Contract Sum. PAYMENT PROCEDURES

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- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- 9. Breakdown each line item between labor and material.
- 10. Schedule Updating: Include Change Orders as a new line item within the schedule of values. Change Orders which include multiple line items shall be shown as such on the schedule of values.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - The Owner reserves the right to request additional cost information breakdowns in any
 format necessary as may be required for their needs in getting the project completed.
 This request shall be submitted to the Architect for processing to the Contractor. The
 Contractor shall submit the requested information to the Owner, through the Architect,
 within fourteen days of the request by the Architect.
 - 2. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders executed before last day of construction period covered by application.
 - 3. Submit a draft application to the architect for review prior to submitting the actual monthly application. Submit in sufficient time to allow field review by the architect and the architect's consultants. Time draft submission to coincide with scheduled weekly meetings at the site.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments [if required].
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

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- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Approved Schedule of Values.
 - 3. Approved Contractor construction schedule.
 - 4. Submittal schedule (preliminary if not final).
 - 5. List of Contractor's staff assignments.
 - 6. Copies of building permits.
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Performance and Payment Bonds.
 - 9. Data needed to acquire Owner's insurance.
 - 10. Certificates of insurance and insurance policies.
- H. Payment of Stored Materials: The contractor shall not apply for any stored materials not delivered to the site. The following requirements shall be followed when applying for materials stored on site, but not in place:
 - 1. Include the stored materials value in the "Stored Materials" column of the Application for Payment.
 - 2. Attach invoice of stored material to Application for Payment.
 - 3. Stored material payment application shall be only for the invoiced value, without subcontractor/general contractor overhead and profit.
 - 4. The attached invoice shall include the following:
 - a. Quantity of each different material included in application.
 - b. Unit price of each different material in application.
 - c. Extended cost of each different material in application.
 - d. Signature of authorized party representing the supplier.
 - 5. Failure to follow the information contained herein shall result in immediate rejection of the whole Application for Payment.
 - 6. Do not apply for stored materials that are out of sequence with construction operations. The Architect's decision on this matter is final.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

PAYMENT PROCEDURES 01 29 00 - 3

- 1. Evidence of completion of Project closeout requirements.
- 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
- 3. Updated final statement, accounting for final changes to the Contract Sum.
- 4. Clear Lien Certificate from Clerk of Court of jurisdiction where project is located.
- 5. AIA Document G707-1994, "Consent of Surety to Final Payment."
- 6. Evidence that claims have been settled.
- 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

PAYMENT PROCEDURES 01 29 00 - 4

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 **DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

REFERENCES 01 42 00 - 1

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

END OF SECTION 014200

REFERENCES 01 42 00 - 2

SECTION 040523 - MASONRY

PART 1 - GENERAL

SCHEDULE 1 - SECTION INCLUDES

PRODUCT DATA SHEET 1 - Masonry accessories including the following:

- 1.1 Open mesh to collect and suspend mortar droppings in commercial masonry cavity walls, with insect barrier.
- 1.2 Open mesh to collect and suspend mortar droppings in commercial masonry cavity walls with no insect barrier.
- 1.3 Weep holes for masonry walls.
- 1.4 Flashing system for single-wythe concrete masonry walls designed with no visible drip edge.
- 1.5 Flashing and drainage system for masonry cavity walls.

SCHEDULE 2 - SUBMITTALS

PRODUCT DATA SHEET 1 - Submit under provisions of Section 01 30 00 - Administrative Requirements.

PRODUCT DATA SHEET 2 - Product Data: Manufacturer's data sheets on each product to be used, including:

- 1.1 Preparation instructions and recommendations.
- 1.2 Storage, handling requirements and recommendations.

PRODUCT DATA SHEET 3 - Verification Samples: two samples representing actual product, color, and configuration.

SCHEDULE 3 - QUALITY ASSURANCE

PRODUCT DATA SHEET 1 - Installer Qualifications: Minimum 2 years experience with similar masonry installations.

SCHEDULE 4 - DELIVERY, STORAGE, AND HANDLING

PRODUCT DATA SHEET 1 - Store products in manufacturer's unopened packaging until ready for installation.

PRODUCT DATA SHEET 2 - Protect products from exposure to direct sunlight.

PART 2 - PRODUCTS

SCHEDULE 1 - MATERIALS

PRODUCT DATA SHEET 1 - Open mesh to collect and suspend mortar droppings in commercial masonry cavity walls

- 2.1 Description: 90 percent open weave mesh in trapezoidal configuration connected by continuous bottom strip 3 inches high.
- 2.2 Size: 0.4 inches thick by 10 inches high, partial recycled nylon material. Materials shall touch both the outer wythe and the inner wall of masonry cavity.
- 2.3 Size: 1 inch thick by 10 inches high, partial recycled nylon material.

2.4 Partial recycled polyester material.

PRODUCT DATA SHEET 2 - Open mesh to collect and suspend mortar droppings in commercial masonry cavity walls:

- 2.1 Description: 90 percent open weave mesh in trapezoidal configuration connected by continuous bottom strip 3 inches high, no insect barrier.
- 2.2 Size: 0.4 inches thick by 10 inches high, partial recycled polyester material.
- 2.3 Size: 1 inch thick by 10 inches high, partial recycled polyester material.
- 2.4 Size: 2 inches thick by 10 inches high, partial recycled polyester material.

PRODUCT DATA SHEET 3 - Weep Vents For Masonry Walls:

- 2.1 Description: 90 percent open weave mesh, UV-resistant recycled polyester; rectangular shape.
- 2.2 Standard Size: 1/2 inches thick by 3-1/2 inches high by 2-5/8 inches long.
- 2.3 Special Size: 1/2 inch thick x 2 inches high x 2 inches long.
- 2.4 Special Size: 1/2 inch thick x 3-1/2 inches high x 3-1/2 inches long.
- 2.5 Special Size: 1/2 inch thick x 3-1/2 inches high x 7-5/8 inches long.
- 2.6 Special Size: 1/2 inch thick x 4 inches high x 2-1/2 inches long.
- 2.7 Special Size: 1/2 inch thick x 4 inches high x 4 inches long.
- 2.8 Color: Match mortar color with selection from manufacturer's standard colors.

PRODUCT DATA SHEET 4 - Weep Vents For Masonry Walls: UV stable polypropylene copolymer, rectangular in shape.

- 2.1 Description: Cells with cross sections of approximately 5/64 (0.080) inches by 1/8 (0.0120 inches) by the full length of the vent formed by a multilayered structure of thin polypropylene sheets.
- 2.2 Standard Size: 3/8 inches thick by 2-1/2 inches high by 3-3/8 inches long.
- 2.3 Jumbo Size: 3/8 inches thick by 3-1/2 inches high by 3-3/8 inches long.
- 2.4 Color: Match mortar color with selection from manufacturer's standard colors.

PRODUCT DATA SHEET 5 - Flashing system for single-wythe concrete masonry walls with no visible drip edge: High-density polypropylene composition molded into a flashing pan with 5/16 inch high perimeter flanges, integral weep spout and insect guard.

2.1 Mortar Collection Mesh and Weep Tabs: Drainage/Weep System; recycled polyester material, 3/8 inch thick, 10 inches high, 60 inches long. Woven mortar collection mesh and integrated mesh weep tabs designed to allow moisture to migrate to the exterior of the building; mesh factory-adhered to the flashing membrane.

PART 3 - EXECUTION

SCHEDULE 1 - EXAMINATION

PRODUCT DATA SHEET 1 - Do not begin installation until substrates have been properly prepared.

PRODUCT DATA SHEET 2 - If substrate preparation is the responsibility of another installer, notify owner's agent and architect of unsatisfactory preparation before proceeding.

SCHEDULE 2 - INSTALLATION

PRODUCT DATA SHEET 1 - Open mesh to collect and suspend mortar droppings in commercial masonry cavity walls: in strict accordance with manufacturer's instructions and as follows:

- 3.1 Verify installation of flashing and completion of first two courses of masonry.
- 3.2 Remove mortar droppings and debris from flashing and weep vents.

PRODUCT DATA SHEET 2 - Open mesh to collect and suspend mortar droppings in commercial

masonry cavity walls: Install in strict accordance with manufacturer's instructions and as follows:

PRODUCT DATA SHEET 3 -

- 3.1 Verify installation of flashing and completion of first two courses of masonry.
- 3.2 Remove mortar droppings and debris from flashing and weep vents.

PRODUCT DATA SHEET 4 - Weep vents for masonry walls: Install as follows:

3.1 Clean flashing and weep holes free of mortar droppings and debris.

SCHEDULE 3 - PROTECTION

Protect installed products from damage until completion of project. Repair or replace damaged products before covering with construction.

END OF SECTION 040523

SECTION 328400 - AUTOMATIC IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Work described in this section includes the installation, materials, equipment and instructions necessary for a complete, operable, automatic sprinkler irrigation system, both at time of installation and at maturity of the plant materials.
- B. The extent of the sprinkler irrigation system shall include, but is not limited to:
 - 1. Plumbing connection to potable water source and water meter.
 - 2. Installation of sleeves and piping.
 - 3. Excavation and backfilling of trenches.
 - 4. Electrical service to and from system controller.
 - 5. Supplying and installing all required system equipment and related materials.
 - 6. Programming and adjustment of automatic system controller.
 - 7. System testing and detailed adjustment of all system components.

1.2 SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for possible revisions, and resubmittals, and for placing orders and securing deliveries.
- B. The sprinkler system shall be installed to the greatest extent possible to promote water, soil and energy conservation.
- C. Product Manual: Submit technical specification sheets and or performance data for all proposed system components. Submit the address and telephone number of the subcontractor installing the system and the local representative for the equipment.

1.3 QUALITY ASSURANCE

- A. To the greatest extent possible, provide system components produced by a single manufacturer. Provide secondary materials as recommended by the primary system manufacturer.
- B. Provide installation by a licensed sprinkler contractor with a minimum of two (2) consecutive years experience in this area of work and having installed other jobs of similar size and scope. Evidence of the contractor's qualifications shall be presented before the award of contract.
- C. Conform to all codes, statutes, laws and regulations governing the protection of public safety.

1.4 PROJECT CONDITIONS

A. Determine the locations of all utilities, subsurface drainage and underground construction so that proper precaution may be taken not to disturb or damage

- during all operations. The Irrigation Contractor to repair immediately, at his expense, any damage to utilities or other construction resulting from the work covered by the contract.
- Coordinate work schedules with others to avoid interference with the work of other trades.
- C. Store materials delivered to site, prior to actual usage, in a secure place not to interfere with other trades or construction and protect from vandalism, damage by weather or other elements.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Materials shall be new and without flaws or defects, and of quality and performance as specified. Excess materials at completion are property of the Irrigation Contractor, to be removed from the site.
- B. The sprinkler system design and installation shall be based on using the equipment of Rain Bird Corporation, Hunter Industries, Toro, or approved equal.
- C. Substitutions shall be made only with the written approval of the Landscape Architect. Substitutions will not be considered prior to opening of bids.

2.2 PIPE AND FITTINGS

- A. Mainline Piping Belowground shall be polyvinyl chloride (PVC) pipe; meeting ASTM D2241, Class 200 for solvent weld and threaded connections.
- C. Lateral Piping Belowground shall be polyvinyl chloride (PVC) pipe; meeting ASTM D2241, Class 200 for solvent weld and threaded connections. The minimum pipe size shall be 3/4" in diameter.
- D. Polyvinyl chloride (PVC) fittings; meeting ASTM D2466, Sch40 for solvent weld connections; Sch40 for threaded connections. Fittings shall be of domestic manufacture.
- E. PVC solvent cement shall comply with ASTM D2564, regular-bodied for pipe 2" and smaller, and medium-bodied for pipe 2 1/2" and larger.
- F. Use Teflon tape or an appropriate sealant for all threaded connections.

2.3 CONTROL WIRES AND CONNECTORS

- A. Use Hunter IDWIRE-1 2-Conductor, Solid-Core, Twisted, Color-Coded, Direct Burial PE Jacket, 14awg Communication Wire.
- B. Wire Connectors shall be 3M DBY Waterproof Connectors or approved equal.

2.4 VALVES

- A. The remote control valves shall be a normally closed, solenoid actuated, globe / angle type valve. It shall have a manual flow control stem for accurate regulation and/or shutoff of outlet flow.
- B. The quick coupling valves shall be a one piece type, constructed of heavy cast brass. The self-closing cover shall be made of a durable, highly visible, rubber. The valve shall be opened and closed by a brass key of the same manufacturer having a 3/4" brass hose swivel permanently attached. Provide two (2) keys.
- C. Manual gate valves for use as a cut off, isolation or manual drain valves on lines up to 3" in diameter shall be as manufactured by Nibco, Inc., Elkhart, IN or approved equal.

2.6 VALVE BOXES

- A. Provide valve boxes for all remote control valves and manual gate valves. The manufacturer shall be Rain Bird Corporation, Pentek or approved equal.
- B. When used with a single valve use a 10" round box with green cover.

 When used with multiple valves use the rectangular box with 20 inch by 14 inch green cover.

2.7 SPRINKLER HEADS

- A. Provide 4" pop-up spray heads in small turf areas or in clusters of trees where rotary heads are not feasible. The sprinkler shall have a pressure activated wiper seal that will clean debris from the pop-up stem as it retracts. Use matched precipitation rate nozzles that can be mixed with various arcs and radii on the same circuit.
- B. Provide 12" pop-up spray heads in all shrub and groundcover beds. The sprinkler shall have a pressure activated wiper seal that will clean debris from the pop-up stem as it retracts. Use matched precipitation rate nozzles that can be mixed with various arcs and radii on the same circuit.
- C. Provide 4" pop-up rotary sprinklers in all large turf areas. The full or part circle sprinkler shall be a single stream, gear driven rotor with a rotating nozzle turret that is independent of the riser stem. The sprinkler shall have a pressure activated wiper seal that will clean debris from the pop-up stem as it retracts. Matched precipitation shall be obtained by the changing of nozzles.

PART 3 - EXECUTION

3.1 GENERAL

- A. Verify that the work of this section is installed in accordance with all pertinent codes and regulations and manufacturer's current recommendations.
- B. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this work may properly commence. Coordinate the installation of the sprinkler system with the turf installation.
- C. When sprinkler system work is to be installed close to or will interfere with the work of other trades, the Irrigation Contractor shall assist in working out space

conditions to permit all work to be installed satisfactorily. If a Contractor installs his work before coordination with other trades, he shall make necessary changes in his work to correct the condition without additional compensation.

D. Flag the location of all sprinklers in accordance with the approved design and submittals. In the event of a discrepancy, immediately notify the Landscape Architect and university representative. Do not proceed until such discrepancies have been resolved.

3.2 WATER METER

- A. Water supply tie-in point for contractor-provided metering and backflow protection to be verified with City of Hammond. VERIFY THE WATER PRESSURE IS ADEQUATE FOR EFFICIENT OPERATION OF SPRINKLER SYSTEM AS DESIGNED AND INSTALLED. Coordinate exact location of Point-of-Connection with Owner.
- B. Immediately after Contract award, conduct tests at the Point-of-Connection and note as such on the written results provided to the Landscape Architect of the following:
 - Static Water Pressure
 - 2. Dynamic Water Pressure
 - 3. Gallons per minute
- C. The Irrigation Contractor shall be responsible that all materials, operations, installed conditions and personnel shall be in strict accordance with all applicable codes, ordinances and restrictions.

3.3 BACKFLOW PREVENTER

A. Water supply tie-in point for contractor-provided backflow protection to be verified with City of Hammond. Verify compliance with all requirements and codes of the local governing authority regarding backflow prevention.

3.4 SLEEVING / BORING

- A. Sleeving shall be polyvinyl chloride (PVC) Sch40 pipe and fittings, buried at a 18 inch depth minimum and 24 inch depth maximum.
- B. Upon completion of site filling and compaction operations, and prior to the construction of foundations, roadways, walks or other pavements or obstructions, install sleeves in sufficient sizes to accommodate future irrigation piping and/or control wiring. Ends of sleeves shall extend 12 inches past the edges of all paving and curbs. Clearly mark for future use by the Irrigation Contractor.
- C. INSTALL ALL SLEEVES WHETHER OR NOT IRRIGATION STAYS IN PROJECT.
- D. Where required, all boring shall be performed per DOTD Guidelines.

3.5 TRENCHING AND BACKFILLING

A. Excavate trenches to a depth of minimum pipe coverage plus six inches. Remove all lumber, rubbish and large rocks from the trenches. Provide a uniform bearing for the entire length of each pipe line to prevent uneven settlement. Make the width of the trench a minimum of 1 1/2 times the diameter

of the piping.

- B. Upon completion of pipe installation and system testing, backfill the trenches with clean soil. Backfilling shall be done in six inch layers and tamped down after each layer is put back to prevent excessive settling.
- C. If settling occurs within the warranted period, the Irrigation Contractor shall be responsible for bringing the trenches up to finish grade and repairing plant damage without additional compensation.

3.6 PIPE INSTALLATION

- A. Never lay PVC pipe when there is water in the trench. Never lay PVC pipe when the temperature is 32 degrees Fahrenheit or below.
- B. Install the mainline at a bury depth of 18 inches and the lateral lines at a bury depth of 12 inches below finished grade. Maintain a 4 inch clearance between pipes that cross at an intersection and a 2 inch clearance between pipes that are buried in the same trench.
- C. Remove all foreign matter or dirt from the inside of the pipe before joining. Cap or plug all lines after installation and prior to testing to minimize infiltration of foreign matter or dirt.
- D. Snake pipe from side to side of trench bottom to allow for expansion and contraction. Install main lines and lateral lines in common trenches wherever possible.

3.7 PIPE AND FITTING CONNECTIONS

- A. Make all solvent connections meeting ASTM D2855, Standard Practice for making solvent cemented joints with PVC pipe and fittings.
- B. Use only the solvent supplied and recommended by the manufacturer to make solvent cemented joints. Thoroughly clean pipe and fittings of dirt, dust and moisture before applying solvent.
- C. Allow all joints to set a minimum of 24 hours prior to pressurization of system.

3.8 WIRE INSTALLATION

- A. Verify that the work of this section is installed in strict accordance with the latest edition of the National Electric Code and local electrical codes.
- B. Provide electrical connection to system as designated on the Drawings and as specified herein.
- C. Do not run control and power supply wiring in same conduit.
- D. Splices shall be made with one of following:
 - 1. Watertight below ground electrical junction boxes.
 - 2. Water-tight connectors, such as utilized for valves, and located within valve box for ease of locating.
 - 3. The location of electrical splices shall be shown on the As-Built drawings.

E. Install communication and control wires, 12 inches below finish grade, in the same trenches as the main and lateral lines. The wires shall be installed in a neat and orderly fashion and bundled together and taped every 10 feet. Snake wires in trench to allow for expansion and contraction and provide slack loops at every splice, change of direction, at the valves, where the wire enters the conduit for the automatic controller and at least every 100 feet in runs more than 100 feet in length. Expansion loops shall be created by wrapping 3 feet of wire around a 1/2 inch diameter pipe to form a coil.

Provide 12 inch coils at each wire splice, not including valves, and at each change of wire direction.

Provide 24 inch coils at each control valve and where each valve enters conduit for automatic controller.

3.9 VALVE INSTALLATION

- A. The remote control valves shall be installed in accordance with manufacturer's instructions. Valves shall be installed in approved valve boxes. Boxes shall be installed to a height that will not cause them to interfere with maintenance machinery and which is sufficient to prevent soil or mulch from washing into the box. Provide a 6 inch layer of washed gravel in the bottom of the valve box.
- B. The quick coupling valves shall be installed on PVC threaded swing joints on the irrigation mainline. Provide a 1"x1"x3' piece of angle iron next to the quick coupling valve and anchor with two (2) stainless steel hose clamps.
- C. Install in the low points of the mainline, manual gate valves as needed for draining. Install 24" off of the mainline in 10" valve boxes.

3.10 FLUSHING AND PRESSURE TESTING

- A. Prior to backfilling and installation of sprinkler heads, open all control valves and use full line pressure to completely flush lines of foreign matter and dirt.
- B. With zone valves closed, pressure test mainlines by supplying and maintaining full static pressure continuously for one full hour. Observe for evidence of leakage by monitoring flow meter and by visual inspection of the exposed lines. Repair all leaks and retest until no water flow is observed.

3.11 SPRINKLER HEAD INSTALLATION

- A. Sprinkler heads to be spaced so as not to throw water on the buildings, walks or driveways. Install the sprinkler heads so they are flush with finished grade and not a hazard to pedestrians and/or maintenance machinery. Set sprinkler heads to plumb within 1/16" and a minimum of 4 inches and a maximum of 6 inches from walls, walks and curbs.
- B. Provide connection to the PVC lateral lines, for spray heads and small rotors, with barbed fittings and swing pipe. Do not use more than 18 inches of swing pipe for each sprinkler head.

3.12 SEASONAL WINTERIZATION FOR COLDER CLIMATES

The following measures for winterization are considered suggestions only and do not guarantee that freeze damage will not occur. Follow these and other local practices for winterizing the sprink-ler system.

A. "Air Blow-out Method":

- 1. Shut off the water supply to the system.
- 2. Connect an air compressor to the quick coupling valve downstream of the isolation valve and activate the furthest zone of sprinklers before opening the valve on the compressor.
- 3. Gradually introduce air into the system to 50 psi.
- 4. Do not leave the air compressor unattended.
- 5. Do not stand over system components while the system is under air pressure.
- 6. Cycle the automatic controller through the stations with a minimum time set for each zone; repeat the cycle several times.
- 7. When all water has been "blown out" shut the compressor off and disconnect.

B. To reactivate the system:

- 1. Activate the furthest zone of sprinklers.
 - 2. Gradually open the main isolation gate valve.
 - 3. Insure that the gate valve is completely open during normal operation.
 - 4. Cycle the automatic controller through the stations. Inspect each zone for damage caused during the shut-down and repair those damages found.

3.13 OPERATION AND BALANCING

- A. Upon completion of the irrigation system the entire system shall be tested for proper operation. Observe that all zones function properly and in sequence.
- B. The Contractor shall balance and adjust the various components of the system so that the overall operation is most efficient. This work shall include adjustment to all sprinkler heads and individual station adjustments on the controller.
- C. When the Irrigation Contractor is satisfied that the entire system is operating properly, that it is balanced and adjusted so that all work and clean up is completed, he shall issue a written notice of completion to the Landscape Architect to request inspection for initial acceptance of irrigation system

3.14 INSPECTION AND ACCEPTANCE

A. The Architect and owner's representative shall inspect the total work for acceptance upon written request from the Irrigation Contractor. The request shall be received at least seven (7) days before the anticipated date of inspection. During the inspection, a list of items which need completion or correction will be compiled by the Architect. The Irrigation Contractor shall have two (2) weeks to complete and/or correct all items listed. Under unusual circumstances a longer time period may be granted to the Contractor. If such work is not completed within the specified time the Irrigation Contractor may be considered to have defaulted on the contract, and the owner may use the contract retainage and/or pursue other Contractors to finish the work.

B. Upon completion and/or correction of all items on the list, the Architect shall certify in writing to the Owner as to the total acceptance of the work.

3.15 RECORD DRAWINGS AND OWNER ORIENTATION

- A. Upon acceptance of the system, prepare two copies of as-built drawings, product manuals, specifications and operating and maintenance instructions which fully and accurately describe the irrigation system and its components. Bind all information in a hard-cover, labeled binder and furnish two (2) complete copies to the Landscape Architect.
- B. Upon acceptance of the system, the Irrigation Contractor shall orient the User to the operation and adjustments of the controller according to local seasonal requirements. The Irrigation Contractor shall also familiarize the User with sprinkler and valve adjustments. An Owner representative is, in general, to be totally familiarized with the overall operation, adjustment, maintenance and intent of the irrigation system, including the measures that should be taken to provide winterization for the system. Such instructions should be in written form and presented to the party responsible for the care and maintenance of the irrigation system and its components.
- C. Upon acceptance of the system, the Irrigation Contractor shall furnish a certificate of warranty registration and a written guarantee of all new work and materials, excluding vandalism, occupancy of the project, owner neglect and acts of God, for a one-year period from the date of final acceptance of the project by the Landscape Architect.

END OF SECTION 328400

SECTION 329300 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of landscape development work is shown on drawings and in schedules.
- B. Subgrade Elevations: Excavation, filling and grading required to establish elevations shown on drawings.

1.3 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work. The Landscape Architect reserves the right to review the qualifications of the prospective landscape contractor(s) to ascertain the previous experience demonstrated for a project of the scope specified. A contractor submitting a landscape bid on this project shall include in his bid package the following information in order for his bid to be considered a responsible one:
 - Active license in good standing under the Louisiana Contractor's Licensing Law, R.S. 37:2150-2163, Classification II and Licensure as a Louisiana Landscape Contractor with the Louisiana Department of Agriculture and Forestry and the Louisiana Horticulture Commission.
 - 2. Successful and satisfactory completion of a project of similar scope, budget, and difficulty within the past three (3) years
 - 3. Attendance at the pre-construction meeting for this project.
 - 4. Inclusion of an approved sub-contractor for installation and managing the establishment of the required native-habitat restoration seeds and plantings.

1.4 SOURCE QUALITY CONTROL

- A. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- B. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with a proposal for use of equivalent material.
- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable. Contractor responsible for gathering representative soil samples from the project site and the soil analysis to determine the existing soil composition. These results shall be forwarded to the Landscape Architect. The contractor will be responsible for the application of soil amendments based upon the soil analysis to provide adequate soil nutrients capable of supporting the growth and health of the plantings

- D. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
- E. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- F. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.
- G. Inspection: Landscape Architect retains right to inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. The contractor shall remove rejected trees or shrubs immediately from project site.

1.5 SUBMITTALS

- A. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendors certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Planting Schedule: Submit proposed planting schedule to the Landscape Architect and Owner, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Place sod within 24 hours of delivery to the site.
- C. Trees and Shrubs: Provide container grown trees and shrubs. Do not prune prior to delivery unless otherwise approved by the Landscape Architect. Do not drop, bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop container stock during delivery.
- D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. Trees shall be watered after 8 hours and again every 24 hours until planted. Water again at time of installation.
- E. Do not remove container grown stock from containers until planting time.

1.7 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- B. Utilities: Determine location and depth of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
- D. Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- E. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY

- A. Warranty trees, shrubs and ground covers through specified maintenance period, and until final acceptance. Warranty period shall be a one year period after planting, established from the date of substantial completion.
- B. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Landscape Architect, it is advisable to extend warranty period for a full growing season.
- C. Another inspection will be conducted at end of extended warranty period, if any, to determine acceptance or rejection. Replacements will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil for landscape work is not available at the project site.
- B. Provide 2" of additional top soil, provide new topsoil which is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth. Topsoil shall be inspected by the Landscape Architect and Owner's Representative upon delivery. No topsoil will be required in "Wildflower" areas.
- C. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4"; do not obtain from bogs or marshes.

2.2 **SOIL AMENDMENTS**

- A. Lime: Natural dolomitic limestone containing not less than 85% of total carbonates with a minimum of 30% magnesium carbonates, ground so that not less than 90% passes a 10mesh sieve and not less than 50% passes a 100-mesh sieve.
- B. Aluminum Sulfate: Commercial grade.
- C. Peat Humus: FS Q-P-166 decomposed peat with no identifiable fibers and with ph range suitable for intended use.
- D. Bonemeal: Commercial, raw, finely ground; 4% nitrogen and 20% phosphoric acid.
- Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
- F. Sand: Clean, washed sand, free of toxic materials.
- G. Perlite: Conforming to National Bureau of Standards PS 23.
- H. Vermiculite: Horticultural grade, free of toxic substances.
- Sawdust: Rotted sawdust, free of chips, stones, sticks, soil or toxic substances and with 7.5 lbs. nitrogen uniformly mixed into each cubic yard of sawdust.
- Manure: Well rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.
- Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants and consisting of one of the following:
- Fine Ground Pine Bark (No cypress bark mulch allowed on this project)
- M. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
- N. For trees and shrubs, provide 3 year time-release fertilizer packets with not less than 16% total nitrogen 8% available phosphoric acid and 8% soluble potash. Provide at the manufacturers recommended rates(1 packet per caliper inch of tree and 1 packet per shrub)
- O. Manufacturers:
 - 1. Nutri-pak or equal
- P. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 100 sq. ft. of lawn area and not less than 4% phosphoric acid and 2% potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50% of nitrogen to be organic form.
- Q. Pre Emergent Herbicides: Provide manufacturer's recommended applications and rates of granular pre-emergent herbicides to all plantings prior to mulching.

Accepted products: **Eptam**

Preen

Amaze

2.3 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous and Evergreen Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.
- C. Provide container grown (cont.) deciduous trees.
- D. All trees shall be container grown stock.
- E. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.
- F. Container grown deciduous shrubs will be required.
- G. Coniferous and Broadleaved Evergreens: Provide container grown evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad up-right, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
- H. Provide container grown (cont.) evergreens.
- I. Container grown evergreens will be subject to specified limitations for container grown stock.

2.4 GROUND COVER

A. Provide plants established and well-rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 GRASS MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analyst of North America. Provide seed mixture composed of grass species proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. See Plant List for specified seed mixture requirements.
- B. Sod: Provide strongly rooted sod, not less than 2 years old and free of weeds and undesirable native grasses and machine cut to pad thickness of 3/4" (+1/4"), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable not dormant).
- C. Provide sod of uniform sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own height when suspended vertically with a firm grasp on the upper 10% of pad will be

rejected.

- D. Provide sod composed principally of the following:
- E. Bermuda Grass, Cynodon dactylon, Class A (Superior Quality), Shall be free from bahia grass, torpedo grass, and florida betony. Shall not contain more than five plants per 100 sq. ft. of any other grasses, broadleaf weeds, or sedges. Submit Sod Classification Form to Landscape Architect upon delivery of each load of sod as required by the Louisiana Department of Agriculture and Forestry.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS

A. Hardwood Mulch:

Shredded Hardwood Mulch, composted for a minimum of six months Max. Diameter of 2"
Applied in 3" min. layer
Hardwood mulch beds to be kept clear of existing tree's root crowns by 24" min.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect acceptance before start of planting work. Make minor adjustments as may be requested.
- B. Preparation of Planting Soil:
 - 1. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
 - 2. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 - 3. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
- C. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
 - Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
 - 2. Dig beds not less than 8" deep and mix with specified soil amendments and fertilizers. All beds are to be raised beds with a minimum of 6" in height unless otherwise directed by the Landscape Architect.
- D. Excavation for Trees and Shrubs:
 - 1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation

- slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
- 2. For container grown trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill: Allow for 3" setting layer of planting soil mixture.
- Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- 4. Fill excavations for trees and shrubs with water and allow to percolate out before planting.
- E. Eradication of existing weeds and grasses in the "Wildflower" areas:
 - Glyphosate and graminicide Application
 Native wildflower area shall be prepared for seeding by a minimum of three herbicide applications. A glyphosate / graminicide solution shall be applied at intervals no shorter than 3 weeks. Effort shall be made by the contractor to minimize soil disruption (including wheel-ruts) in the wildflower-seed area, no mechanical removal or the root zone shall be permitted.

3.2 PLANTING

- A. Planting Trees and Shrubs:
 - Set container grown (cont.) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished land-scape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3-full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
 - 2 Dish top of backfill to allow for mulching.
 - 3. Mulch pits, trenches and planted areas. Provide not less than following thickness of mulch and work into top of backfill and finish level with adjacent finish grades.
 - 4. Provide 4" thickness of mulch. No Cypress Bark mulch allowed.
 - 5. Apply anti-dessicant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage.
 - 6. If deciduous trees or shrubs are moved in full-leaf, spray with anti-dessicant at nursery before moving and again 2 weeks after planting.
 - 7. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
 - Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.

- 9. Guy and stake trees immediately after planting, as indicated.
- B. Planting Ground Cover:
 - 1. Space ground cover plants at 8" on center to attain full coverage of groundcover areas.
 - Dig holes large enough to allow for spreading of roots and backfill with planting soil.
 Work soil around roots to eliminate air pockets and leave a slight saucer indentation
 around plants to hold water. Water thoroughly after planting, taking care not to cover
 crowns of plants with wet soils.
 - 3. Mulch areas between ground cover plants; place not less than 3" thick.

3.3 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain and warranty all trees, shrubs, ground covers, and lawns for no less than the following period:
 - Maintain and Warranty period for trees, shrubs and ground covers shall be (1) one year after substantial completion of planting.
 - 2. Maintain and Warranty period for lawns shall be (60)sixty days after substantial completion of planting
- C. Maintain plantings of trees ,shrubs and ground covers for a one year period after substantial completion of planting.
- D. Maintain and warranty all trees, shrubs, and other plants by pruning, cultivating, fertilizing, mulching and weeding as required for healthy growth. Restore planting saucers and add additional mulch. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease. Remove all tree staking and guy wires upon expiration of the (1) one year maintenance period. The lawn areas shall be maintained to be healthy and disease free. Upon the completion of the (1) one year maintenance and warranty period, the Contractor, Owner, User, and Landscape Architect shall schedule a warranty and maintenance inspection to review the work and develop a punch list of items to be completed or corrected. The Contractor will have seven (7) days to correct the work for another inspection by the Landscape Architect, Owner, and User.
- E. <u>SPECIAL</u> "WILDFLOWER / SAVANNA MAINTENANCE: Contractor is to maintain undesirable weed growth in these areas through chemical treatment. Treatment should be done as weeds emerge and are noticeable. Frequency shall be as required, but at least once a month. The eradication period shall begin upon execution of the work and extend until the site is ready for seeding (November, or as otherwise specified by the L.A). Upon the execution of the seeding, the maintenance responsibility shall be that of the native planting contractor until project acceptance.

3.4 CLEANUP AND PROTECTION

A. During landscape work, keep pavements clean and work area in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.5 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, the Landscape Architect and University Representative will, upon request, make an inspection to determine acceptability.
- B. Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect, provided work offered for inspection is complete.
- C. Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from the project site.

Savanna / Wildflower / Prairie flower Establishment

Definition:

Prairies are usually defined as areas dominated by herbaceous perennials, in particular grass species and few woody plants, especially trees. Both woody plants and herbaceous perennials live for more than two years but the above ground stems of woody plants do not die back to the ground during the Winter so the above ground growth of stems for woody plants is cumulative. The above ground stems of herbaceous perennials die back to the ground yearly so new above ground stem growth begins fresh every Spring. The underground growth of herbaceous perennials is cumulative as this material accumulates from year to year. Many areas that were cleared for agriculture and now abandoned often are allowed to develop into prairies or meadows.

Remember that herbaceous perennials grow above ground stems yearly, die back to the ground during the Winter, and re-grow the following Spring. So many people are familiar with trees and forests and treat herbaceous perennials and prairies in a similar manner. A common mistake is to think that when the above ground stems die the entire plant is dead. But, perennials survive underground and will re-sprout next Spring if you don't till the area or remove the sod.

Site Preparation:

All woody plants (excluding existing trees over 1" caliper) should be removed from the site and this can be accomplished mechanically or with chemicals. Herbaceous plants, especially the invasive species, should be removed. The better the site preparation, the sooner you will have a prairie. Do not be concerned about annual weed seeds, some seeds will germinate the first year but very few will germinate the second and third, etc. years as long as you don't re-disturb the soil.

Sources of Seeds and Transplants:

The seeds and/or transplants should be obtained from local sources. There are two reasons for this: (1) local plants are adapted to the local environmental conditions and (2) efforts should be made to preserve the local genetic strains and possibly prevent their extinction.

Seeding or Transplanting:

The best time for seeding of prairie plants is late Fall to early Winter, as would happen in nature. The plants in a prairie are staggered in flowering and seed production; there are some flowering in the Spring, some in the Summer, and many in the Fall. The seeds mature at different times but most reach the soil surface in the Fall of the year.

Transplanting works best in January and February, but can be done at other seasons if watering can be used to supplement rainfall. When using transplants, dig a hole as close to the size of the ball of roots and soil of the potted plant as is practical. Remove plant from pot and disturb the soil of the root mass; some even recommend removing soil so that you have a bare root plant. Place the plant in the hole and replace the soil around the root mass. Pack the soil down around the top of the plant.

Maintenance of the Prairie:

The best and only time to mow would be during the dormant season. Since the herbaceous perennials are underground, the mower can be set at the lowest level possible. The mowing simulates the action of a natural fire, by removing the dead growth from the previous year and most importantly, cutting back the woody plants. Repeated mowing should keep the woody plants under control but some woody species may require chemical or mechanical control.

Annuals will be common the first year but will decrease in numbers dramatically the second year and will steadily decrease in succeeding years. If the area is tilled or disturbed, annuals will reappear. To hasten the development of the prairie, you may use chemical or physically remove unwanted woody and especially herbaceous species. The native prairie species will eventually force out the other nonnative and non prairie species.

<u>Herbaceous Species for Savanna area Habitat Restoration (installation must provide 80% of the following list):</u>

Grasses

Agrostis elliotiana elliots bentgrass Andropogon gerardii Big Bluestem Andropogon glomeratus Bushy Bluestem Andropogon ternarius Split Beard Bluestem Aristida Iongispicata Aristida purpurescens Three Awn Grass Ctenium aromatic Toothache Grass Dicanthelium scabrusculum Eragrostis bahiensis Eragrostis spectabilis Purple Love Grass Eragrostis refracta Coastal Love Grass Eragrostis elliotti Elliot Lovegrass Muhlenbergia capillaris Coastal Muhly Grass Panicum anceps Beaked Switchgrass Panicum virgatum Switchgrass Paspalum floridanum Florida Paspalum Paspalum plicatulum Brownseed Paspalum Schizachyrium scoparium Little Bluestem Schizachirium tenerum Thin leaf Bluestem Sorgastrum nutans Indian Grass Sporobolus junceus Prairie Dropseed Tridens ambiguous Tridens flavus Purple Top Grass Tridens srtictus Long-spike Tridens Tripsicum dactyliodes Eastern Gamma

Composites

Aster dumosus

Aster paludosus V. hemispherica Showy Aster

Aster patens Clasping Leaf Aster

Aster puniceous Roughstem Aster

Bigelowia Yawless Goldenrod

Bidens aristosa Beaded Beggar's Ticks

Cacalia ovata Indian Plantain

Chrysopsis mariana Maryland Golden Aster

Chrysopsis graminifolia Silk Grass

Coreopsis tripteris Tall Tickseed

Corepsis pubescens

Coreopsis lanceolata

Coreopsis tinctoria

Echinacea pallida Pale Cone Flower

Eupatorium rotundifolia Round Leaf Boneset

Eupatorium hyssopifloia

Eupatorium perfoliatum

Euthamia leptocephala Flat-topped Glodenrod

Euthamia tenuifolia Narrow-Leafed Flat-topped Goldenrod

Gaillardia aestivalis Yellow Indian Blanket

Helianthus angustifolius Narrow Leaf Sunflower

Helianthus mollis Ashy Sunflower

Helinium vernal vernal sneezeweed

Liatris spicata Blazing Star

Liatris squarrosa Button Blazing Star

Liatris squarrulosa

Liatris acidota

Rudbeckia grandiflora

Rudbeckia nitida V. texana

Rudbeckia amplexicaulis

Silphium gracile

Silphium laciniata

Solidago nitida Flattopped Goldenrod

Solidago odora Sweet Goldenrod

Solidago rugosa Roughleaf Goldenrod

Solidago sempervirens Seaside Goldenrod

Solidago ludoviciana Louisiana Goldenrod

Solidago nitida

Solidago ulmifolia Elm Leaf Goldenrod

Vernonia gigantea Giant Ironweed

Vernonia texana Texas Ironweed

Other Forbs

Agalinus Purpurea

Baptisia alba Wild White Indigo

Baptisia sphaerocarpa Yellow Wild Indigo

Baptisia bracteata

Chamaecrista fasciculata Annual Cassia

Chasmanthium ornithorhynchum

Croton monanthogynus Dove weed

Erygeron strigosus Fleabane

Eryngium yuccafolia Button Snakeroot

Erythrinia herbacea Coral Bean

Euphorbia corolata

Hibiscus mosheutos
Hypericum tetrapetalum four petal St John's wort
Lespedeza capitata Round Head Lespedeza
Lespedeza virginica Slender Lespedeza
Manfreda virginica Rattlesnake Master
Monarda fistulosa Wild Bergamot
Monarda lindhiemeri Lindhiemer's Beebalm

Monarda junctata Spotted Horsemint

Passiflora incarnata Passion Flower

Penstemon digitalis Smooth Beardtongue

Penstemon laxiflorus

Gaura lindhiemerii

Prunella vulgaris Heal All

Pychnanthemum albescens Whiteleaf Mountain Mint Pychnanthemum tennuifolium Thin Leaf Mt. Mint

Pychnanthemum muticum Lowland Mt. Mint

Salvia azurea Blue Sage

Verbena halei Texas Vervain

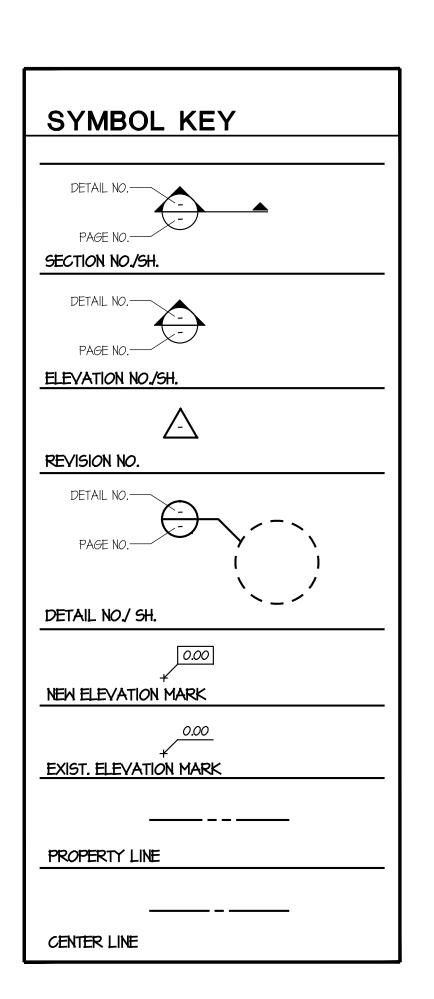
Marginal Aquatics

Pontederia cordata Pickerel Weed Iris Iouisiana Louisiana Iris Sagittaria Duck potato American crinum Rose Mallow

END OF SECTION 329300

Gateway to Hammond, Phase I, Planning and Construction

STATE PROJECT No. 50-MB9-15-02





BID ALTERNATES:

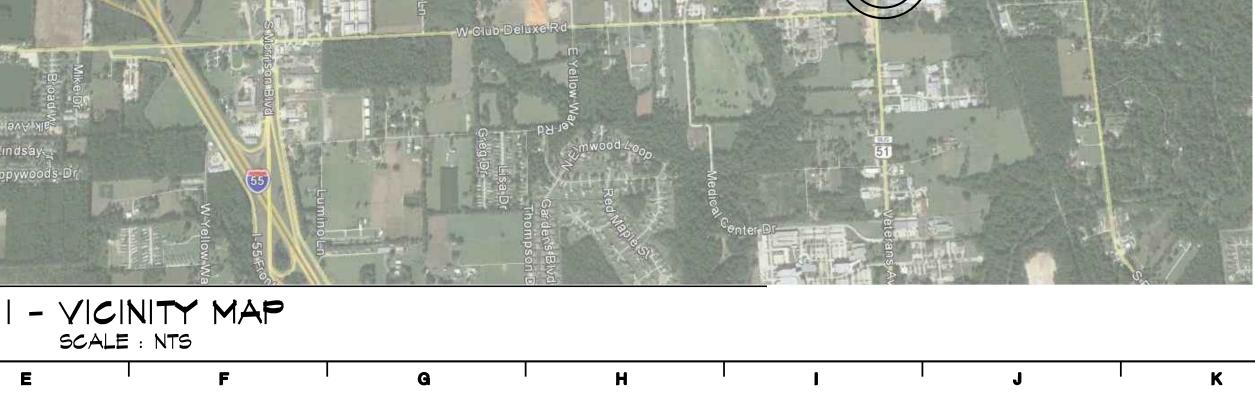
INSTALLATION OF ORNAMENTAL METAL FENCING AND OF THE INTERCHANGE RAMPS.



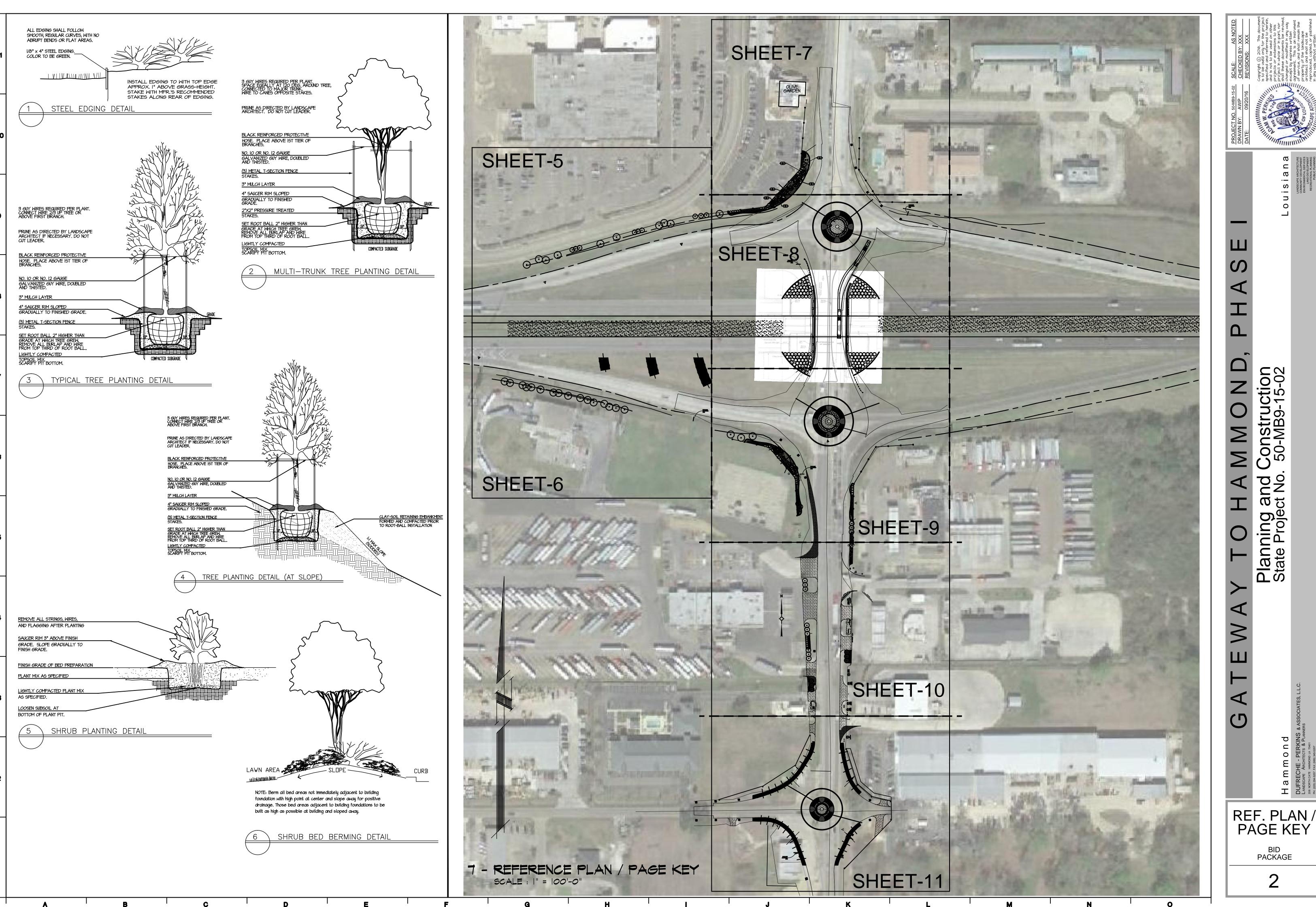
INDEX TO DRAWINGS

- 1. COVER SHEET / DEMO PLAN / BIDDER NOTES
- 2. REFERENCE PLAN
- 3. ROUNDABOUT (60' DIA / AT CLUB DELUXE ROAD) ELEV. VIEW
- 3.1 ROUNDABOUT (80' DIA / AT OVERPASS) ELEVATION VIEW
- 4. PAINTING DIAGRAMS (EXISTING OVERPASS STRUCTURE)
- 4.1 FENCING DEMO. / NEW FENCING PLANS / DETAILS 4.2 PLANT MATERIALS LIST / WILDFLOWER DIAGRAM AND SPECS
- 5. WESTBOUND ENTRY RAMP AREA LANDSCAPE / REFERENCE PLAN
- 6. EASTBOUND EXIT RAMP AREA LANDSCAPE / REFERENCE PLAN
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- 8. ROUNDABOUT AREA (N OF OVERPASS) LANDSCAPE / REFERENCE PLAN
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- 10. US-51 (NORTH OF CLUB DELUXE RD.) LANDSCAPE / REFERENCE PLAN 11. SOUTHERN ROUNDABOUT - LANDSCAPE / REFERENCE PLAN
- IR-1.1 WESTBOUND ENTRY RAMP AREA IRR. PLAN
 - EASTBOUND EXIT RAMP AREA IRR. PLAN
- HWY-51 (NORTH END OF PROJECT) IRR. PLAN
- ROUNDABOUT AREA (N OF OVERPASS) IRR. PLAN
- ROUNDABOUT AREA (S OF OVERPASS) IRR. PLAN
- US-51 (NORTH OF CLUB DELUXE RD.) IRR. PLAN
- IR-1.7 SOUTHERN ROUNDABOUT IRR. PLAN





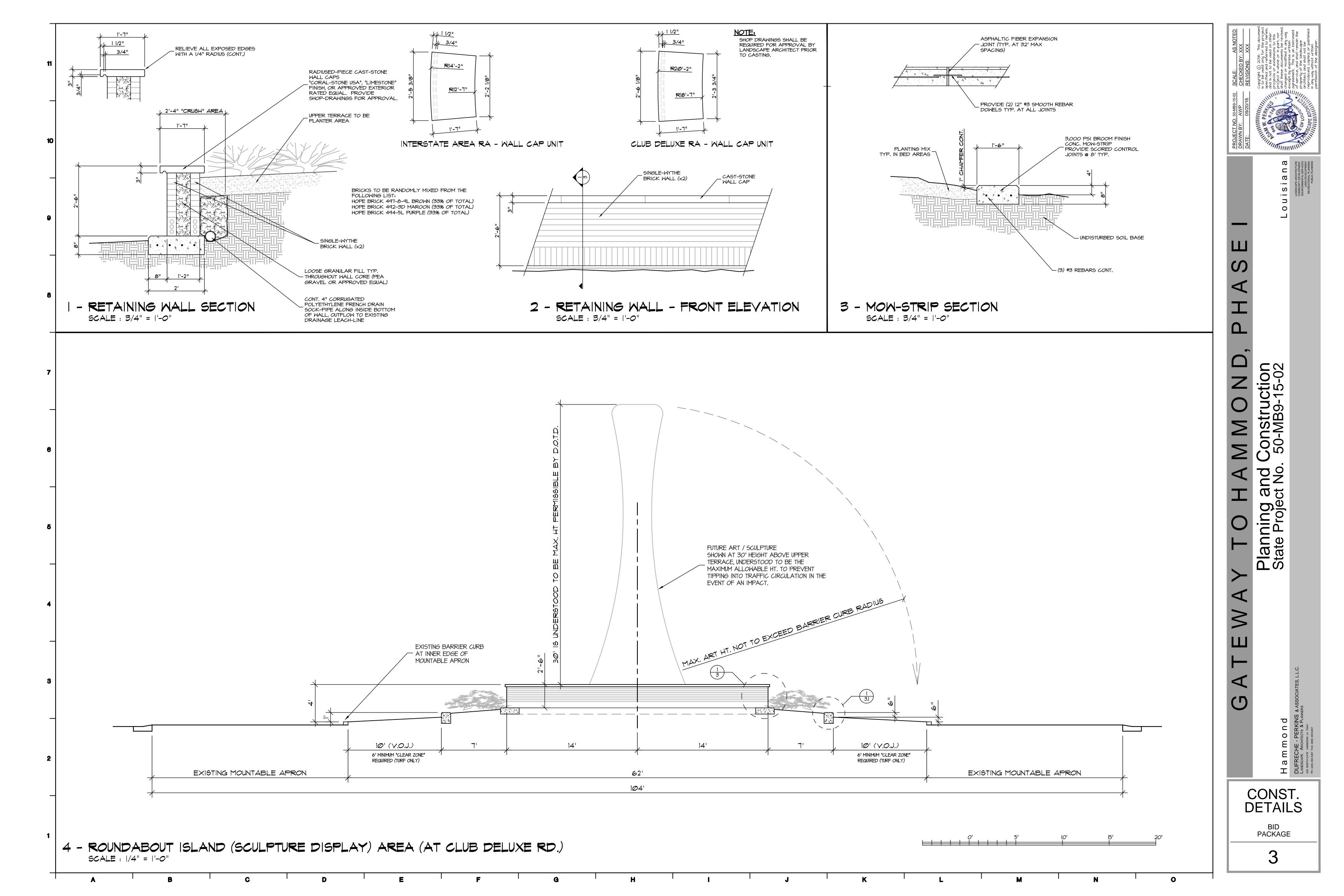
COVER /

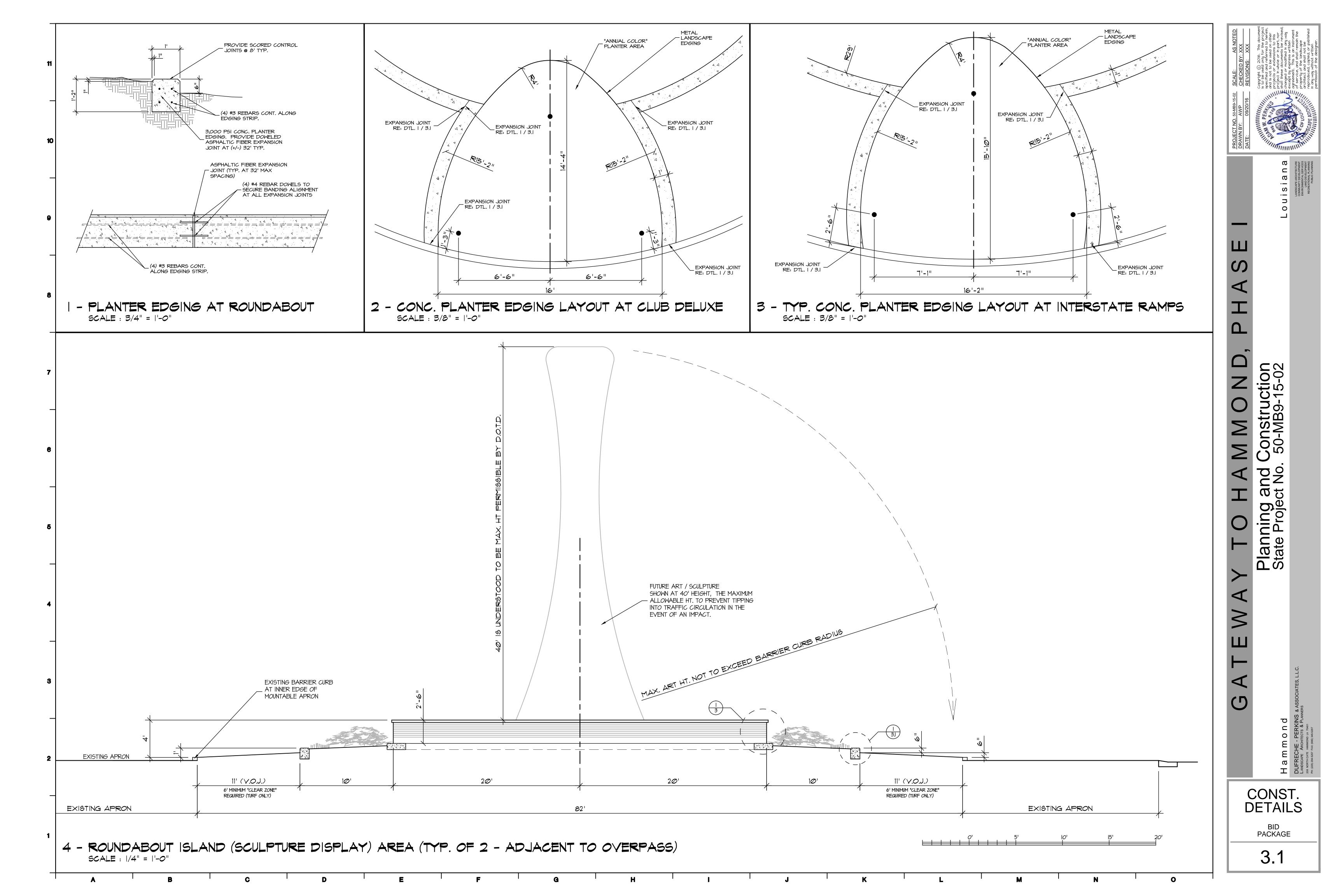


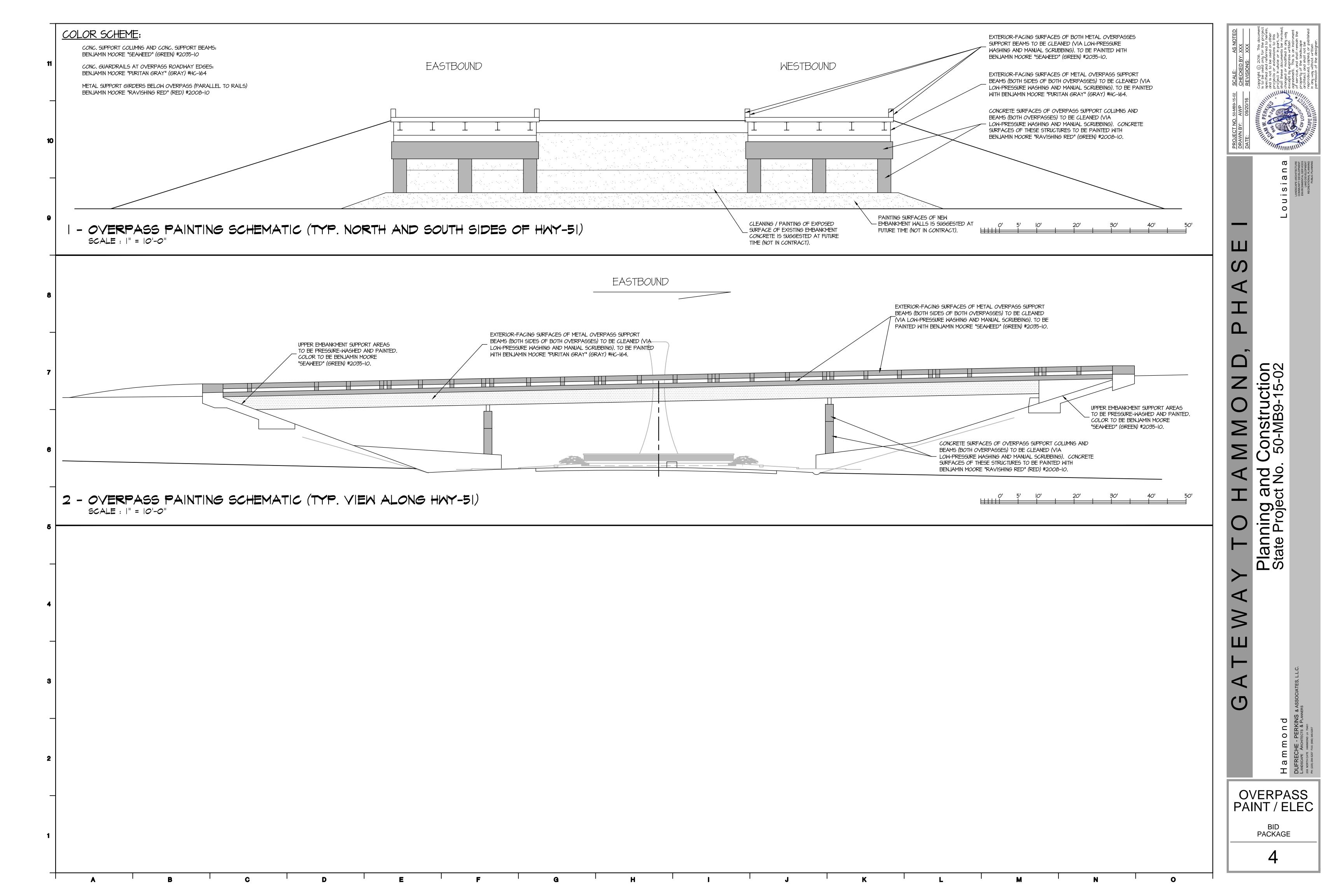
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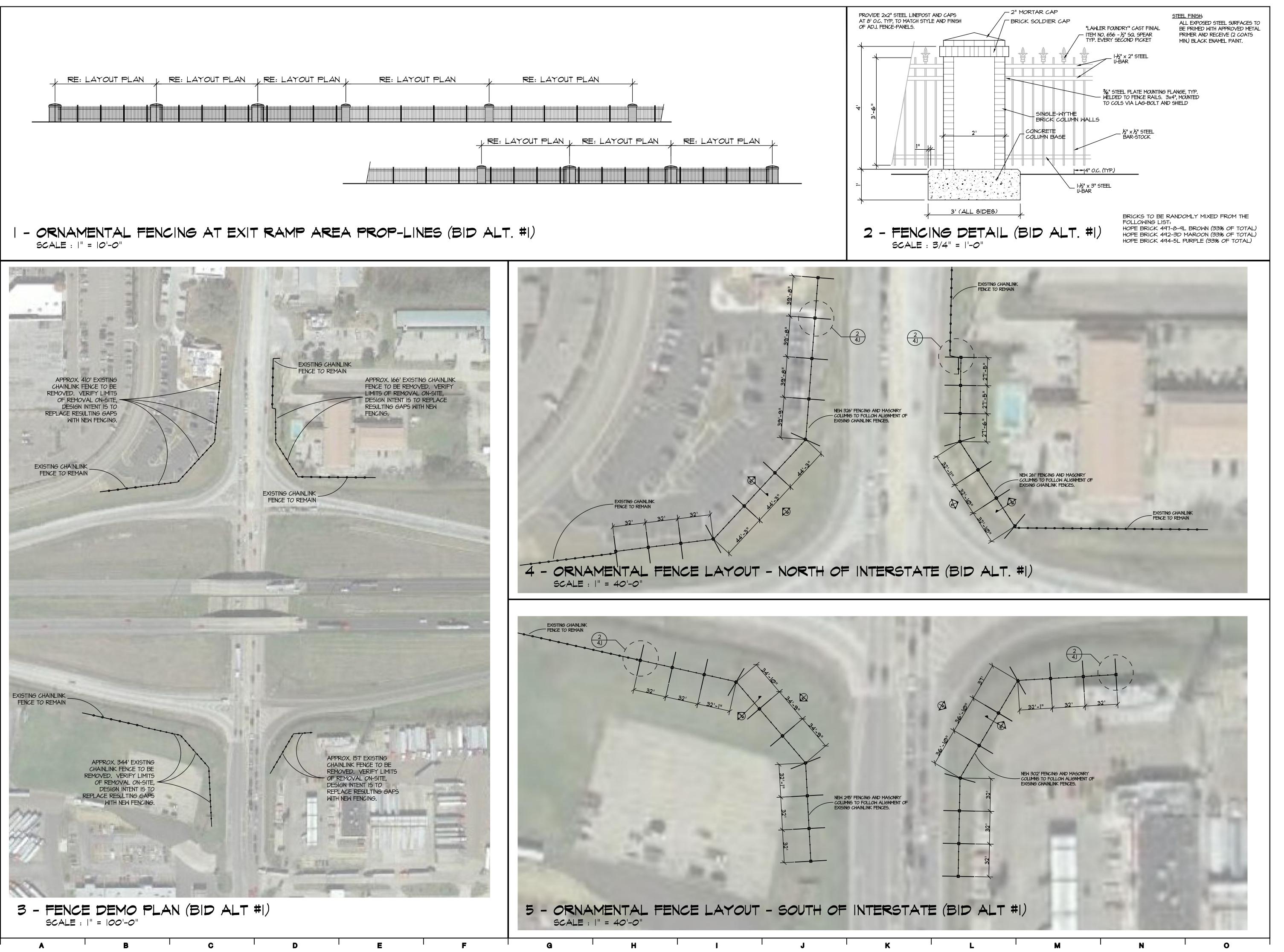
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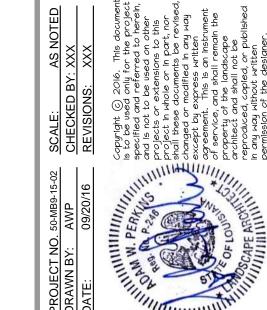
BID PACKAGE











LOUISIA TA

WAY TOHAMMOND, PHA Planning and Construction State Project No. 50-MB9-15-02

> Hammond DUFRECHE - PERKINS & ASSOCIA' LANDSCAPE ARCHITECTS & PLANNERS 208 NORTH CATE HAMMOND LA 70401

FENCING / OVERPASS

4.1

	GRASSES:
	Agrostis elliotiana – elliots bentgrass
44	Andropogon gerardii - Big Bluestem
11	Andropogon glomeratus - Bushy Bluestem
	Andropogon ternarius - Split Beard Bluestem
	Aristida longispicata
\dashv	Aristida purpurescens - Three Awn Grass
	Ctenium aromatic - Toothache Grass
	Dicanthelium scabrusculum
10	Eragrostis bahiensis
	Eragrostis spectabilis - Purple Love Grass
	Eragrostis refracta - Coastal Love Grass
	Eragrostis elliotti – Elliot Lovegrass
	Muhlenbergia capillaris - Coastal Muhly Grass
	Panicum anceps - Beaked Switchgrass
	Panicum virgatum - Switchgrass
9	Paspalum floridanum – Florida Paspalum
	Paspalum plicatulum - Brownseed Paspalum
	Schizachyrium scoparium - Little Bluestem
	Schizachirium tenerum - Thin leaf Bluestem
٦	Sorgastrum nutans - Indian Grass
	Sporobolus junceus - Prairie Dropseed
	Tridens ambiguous
8	Tridens flavus - Purple Top Grass
	Tridens srtictus - Long-spike Tridens

"WILDFLOWER" MIX SHALL INCLUDE APPROX. 80% OF PLANTS LISTED ABOVE (AS APPROVED BY L.A. AT TIME OF INSTALLATION). LOCAL GENETIC STOCK WILL BE REQUIRED.

Tripsicum dactyliodes - Eastern Gamma

COMPOSITES: Aster dumosus

Aster paludosus V. hemispherica - Showy Aster Aster patens - Clasping Leaf Aster Aster puniceous - Roughstem Aster

Bigelowia - Yawless Goldenrod Bidens aristosa - Beaded Beggar's Ticks Cacalia ovata - Indian Plantain

Chrysopsis mariana - Maryland Golden Aster Chrysopsis graminifolia - Silk Grass

Coreopsis tripteris - Tall Tickseed Corepsis pubescens Coreopsis lanceolata Coreopsis tinctoria

Echinacea pallida - Pale Cone Flower Eupatorium rotundifolia - Round Leaf Boneset

Eupatorium hyssopifloia Eupatorium perfoliatum Euthamia leptocephala - Flat-topped Glodenrod Euthamia tenuifolia - Narrow-Leafed Flat-topped Goldenrod

Gaillardia aestivalis - Yellow Indian Blanket Helianthus angustifolius - Narrow Leaf Sunflower Helianthus mollis Ashy Sunflower

Liatris spicata - Blazing Star Liatris squarrosa - Button Blazing Star Liatris squarrulosa

Helinium vernal vernal sneezeweed

Liatris acidota Rudbeckia grandiflora Rudbeckia nitida V. texana Rudbeckia amplexicaulis Silphium gracile

Silphium laciniata

OTHER FORBS:

Agalinus Purpurea

Baptisia alba - Wild White Indigo Baptisia sphaerocarpa – Yellow Wild Indigo

Baptisia bracteata

Chamaecrista fasciculata - Annual Cassia

Chasmanthium ornithorhynchum Croton monanthogynus - Dove weed

Erygeron strigosus - Fleabane Eryngium yuccafolia - Button Snakeroot Erythrinia herbacea - Coral Bean

Euphorbia corolata Gaura lindhiemerii

> Hibiscus mosheutos Hypericum tetrapetalum - Four petal St John's wort Lespedeza capitata - Round Head Lespedeza

Lespedeza virginica - Slender Lespedeza Manfreda virginica - Rattlesnake Master Monarda fistulosa - Wild Bergamot Monarda lindhiemeri - Lindhiemer's Beebalm

Monarda punctata - Spotted Horsemint Passiflora incarnata - Passion Flower Penstemon digitalis - Smooth Beardtongue

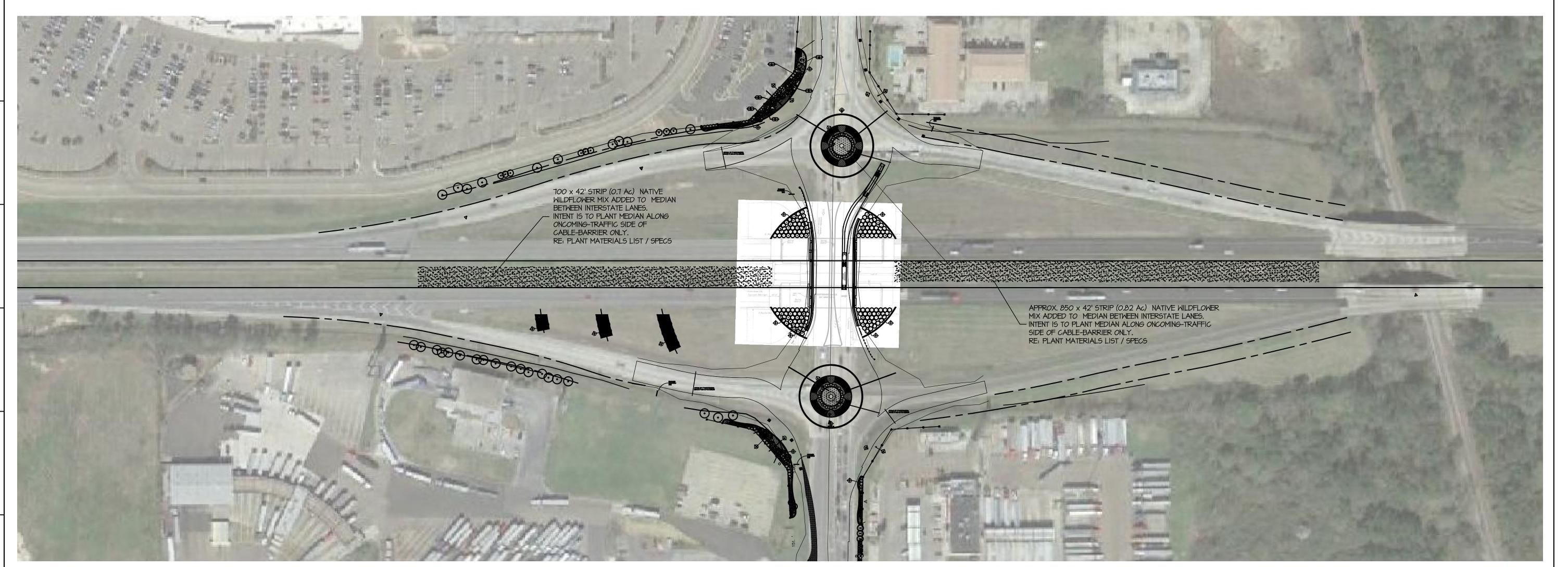
Penstemon laxiflorus

Prunella vulgaris – Heal All Pychnanthemum albescens - Whiteleaf Mountain Mint Pychnanthemum tennuifolium - Thin Leaf Mt. Mint

Pychnanthemum muticum - Lowland Mt. Mint Salvia azurea - Blue Sage Verbena halei - Texas Vervain

WILDFLOWER SEED - SPECIES LIST

			PLANT MATERIALS LIST				<u>NOTE:</u> ALL MULCH SHALL BE PINE-BARK TYPE. NO CYPRESS OR SIMILAR HARDWOOD MULCH IS TO BE USED ON THIS SITE.
QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT	REMARKS
TREES				•			
32	Tl	LAGERSTROEMIA INDICA "NATCHEZ"	CRAPE MYRTLE "NATCHEZ"	1-1/4" / CANE	B \$ B	14-16'	MULTI-TRUNKED (3-5 CANES), FULL, DENSE, VIGOROUS
8	T2	PINUS ELLIOTI	SLASH PINE	2-1/2" CAL	30 GAL	10-12'	FULL, DENSE, VIGOROUS
12	T3	PINUS TAEDA	LOBLOLLY PINE	2-1/2" CAL	30 GAL	10-12'	FULL, DENSE, VIGOROUS
31	T4	ILEX x ATTENUATA "SAVANNAH"	SAVANNAH HOLLY	2-1/2" CAL	30 GAL	10-12'	FULL, DENSE, VIGOROUS
3	T5	PINUS PALUSTRIS	LONGLEAF PINE	_	AS AVAIL.	6-8'	FULL, DENSE, VIGOROUS
10	T6	LAGERSTROEMIA INDICA "TONTO"	CRAPE MYRTLE "TONTO"	1-1/4" / CANE	B \$ B	14-16'	MULTI-TRUNKED (3-5 CANES), FULL, DENSE, VIGOROUS
SHRUBS							
14	SI	BERBERIS THUNBERGII "ATROPURPUREA"	PURPLE-LEAF BARBERRY	_	3 GAL	_	FULL, DENSE, VIGOROUS
148	52	CORTADERIA SELLOIANA	PAMPAS GRASS	_	IO GAL	_	FULL, DENSE, VIGOROUS
267	53	JUNIPERUS PROCUMBENS	PROCUMBENS JUNIPER	_	5 <i>G</i> AL	_	FULL, DENSE, VIGOROUS
33	54	LIGUSTRUM JAPONICUM	WAX LEAF LIGUSTRUM	-	B¢B	_	FULL, DENSE, VIGOROUS
356	S5	MISCANTHUS SINENSIS "GRACILLIMUS"	FOUNTAIN GRASS	_	3 <i>G</i> AL	_	FULL, DENSE, VIGOROUS
not used	56	NERIUM OLEANDER	OLEANDER	_	5 GAL	_	FULL, DENSE, VIGOROUS
not used	57	PRUNUS CAROLINIANA	CHERRY LAUREL	-	B \$ B	-	FULL, DENSE, VIGOROUS
636	58	RAPHIOLEPIS INDICA "SNOW"	INDIAN HAWTHORNE "SNOW"	-	3 <i>G</i> AL	-	FULL, DENSE, VIGOROUS
67	59	VIBURNUM SUSPENSUM	VIBURNUM SUSPENSUM	_	3 <i>G</i> AL	-	FULL, DENSE, VIGOROUS
130	SIO	ILEX VOMITORIA "NANA"	DWARF YAUPON	_	3 <i>G</i> AL	-	FULL, DENSE, VIGOROUS
751	SII	HEMEROCALIS FULVA "LNDSCP SUPRM"	DAYLILY "LNDSCP SUPREME"	_	I GAL	-	FULL, DENSE, CLUMPING
3,046	SI2	JUNIPERUS CONFERTA	SHORE JUNIPER	_	I GAL	-	FULL, DENSE, SPREADING
not used	S 3	ILEX CORNUTA "DWARF BURFORD"	DWARF BURFORD HOLLY	_	3 <i>G</i> AL	-	FULL, DENSE, VIGOROUS
78	SI4	MISCANTHUS SINENSIS "GRACILLIMUS"	FOUNTAIN GRASS	_	3 GAL	_	FULL, DENSE, CLUMPING
II	SI5	RHODOD. INDICUM "GEORGE TABOR"	AZALEA "GEORGE TABOR"	_	3 GAL	_	FULL, DENSE, VIGOROUS
18	SI6	RHODOD. INDICUM "WAKEBISU"	AZALEA "WAKEBISU"	-	3 GAL	_	FULL, DENSE, VIGOROUS
-	SI7	-	-	_			
GROUND C	OVER	5					
_	GCI	-	-	_	_	_	_
ANNUALS ,		INNIALS					
2,700 SF	ANN	ANNUAL COLOR AS SPECIFIED BY L.A. AT TIME OF INSTALLATION -			_	_	_
1.52 Ac	WF-I	WILDFLOWER SEED TO BE INSTALLED OVER CHEMICALLY ERADICATED EXISTING TURFGRASS AND WEEDS. LOCAL GENETIC STOCK (LOCALLY COLLECTED FROM ESTABLISHED COLONIES) TO BE USED. (SEE SPECS AND PARTIAL LIST THIS PAGE)					
TURF GRA	.SS						
693 SY	TGI	SOD	BERMUDAGRASS SOD	5.Y.	SOD	_	CLASS "A" CERTIFIED SOD



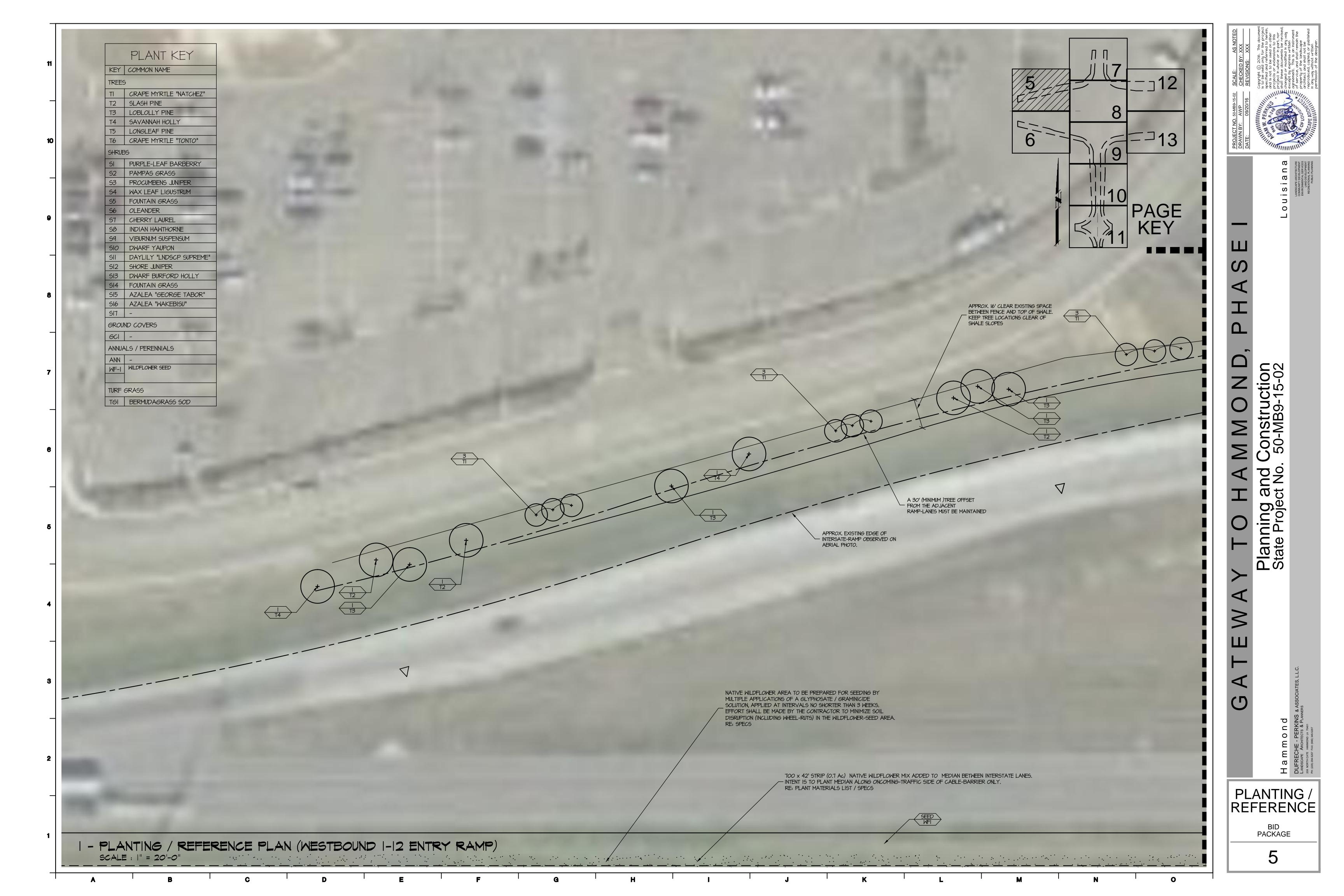
- WILDFLOWER INSTALLATION LAYOUT SCALE: |" = 100'-0"

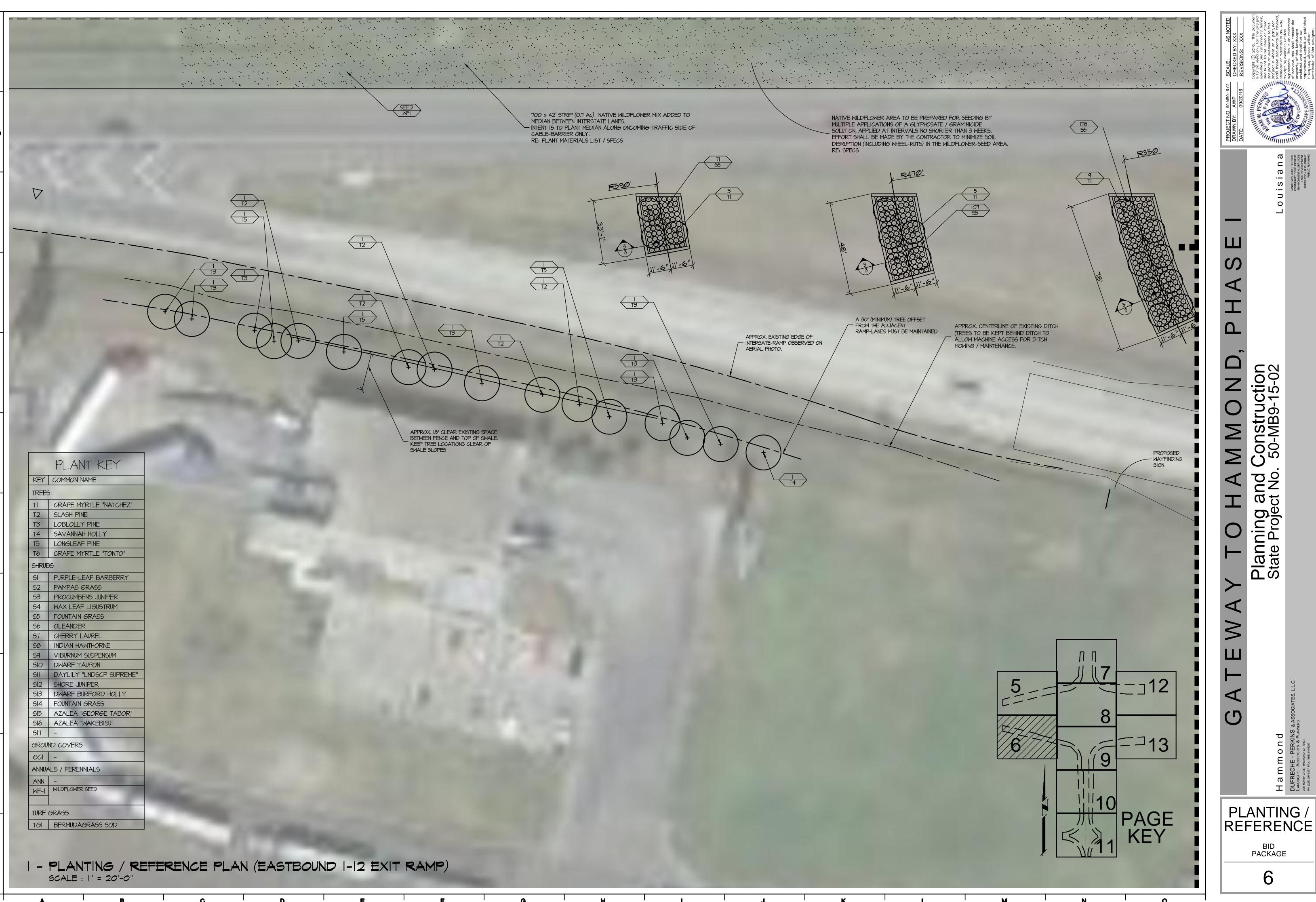
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PLANT LIST / SEEDING

PACKAGE

4.2





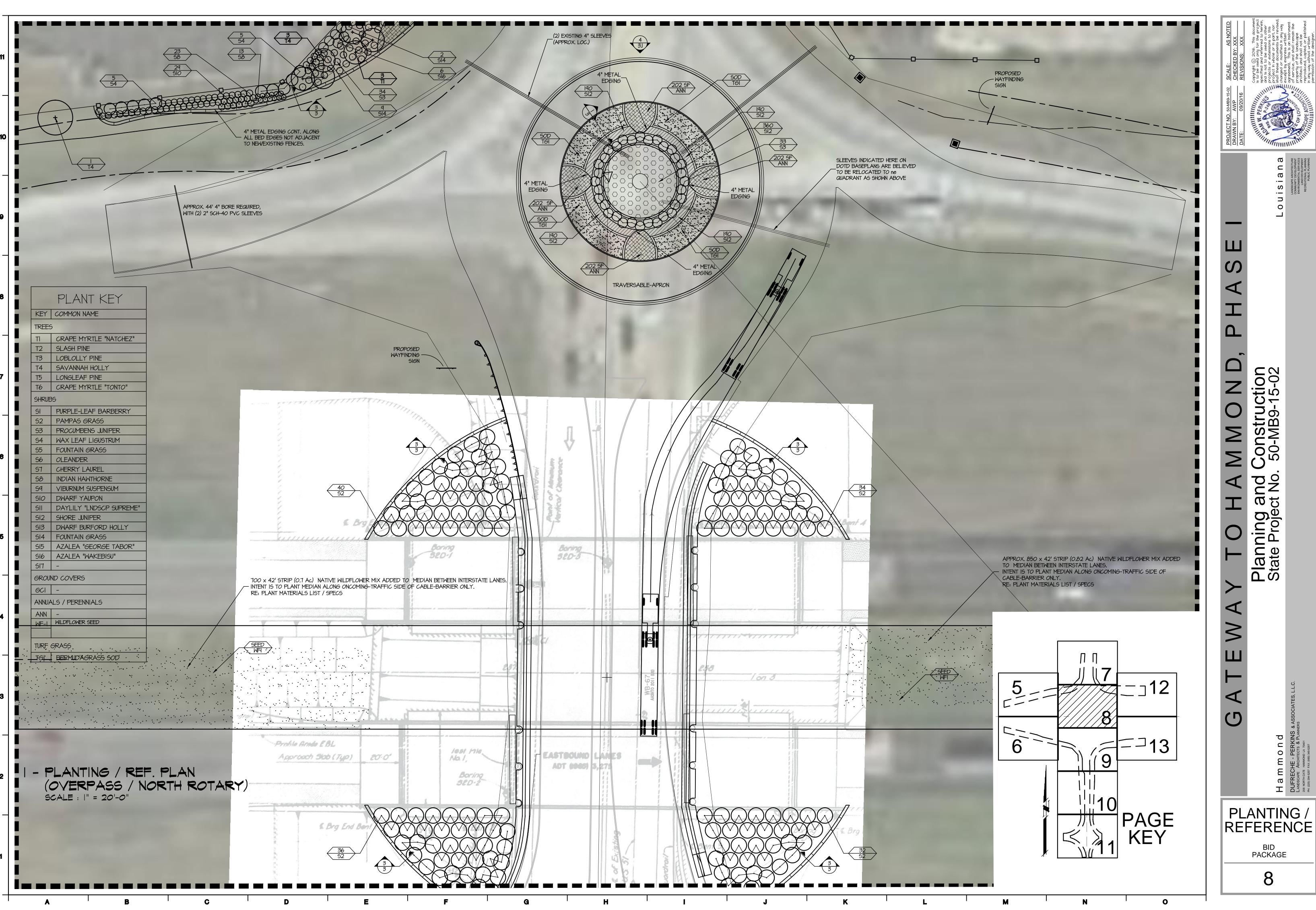
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PLANTING /

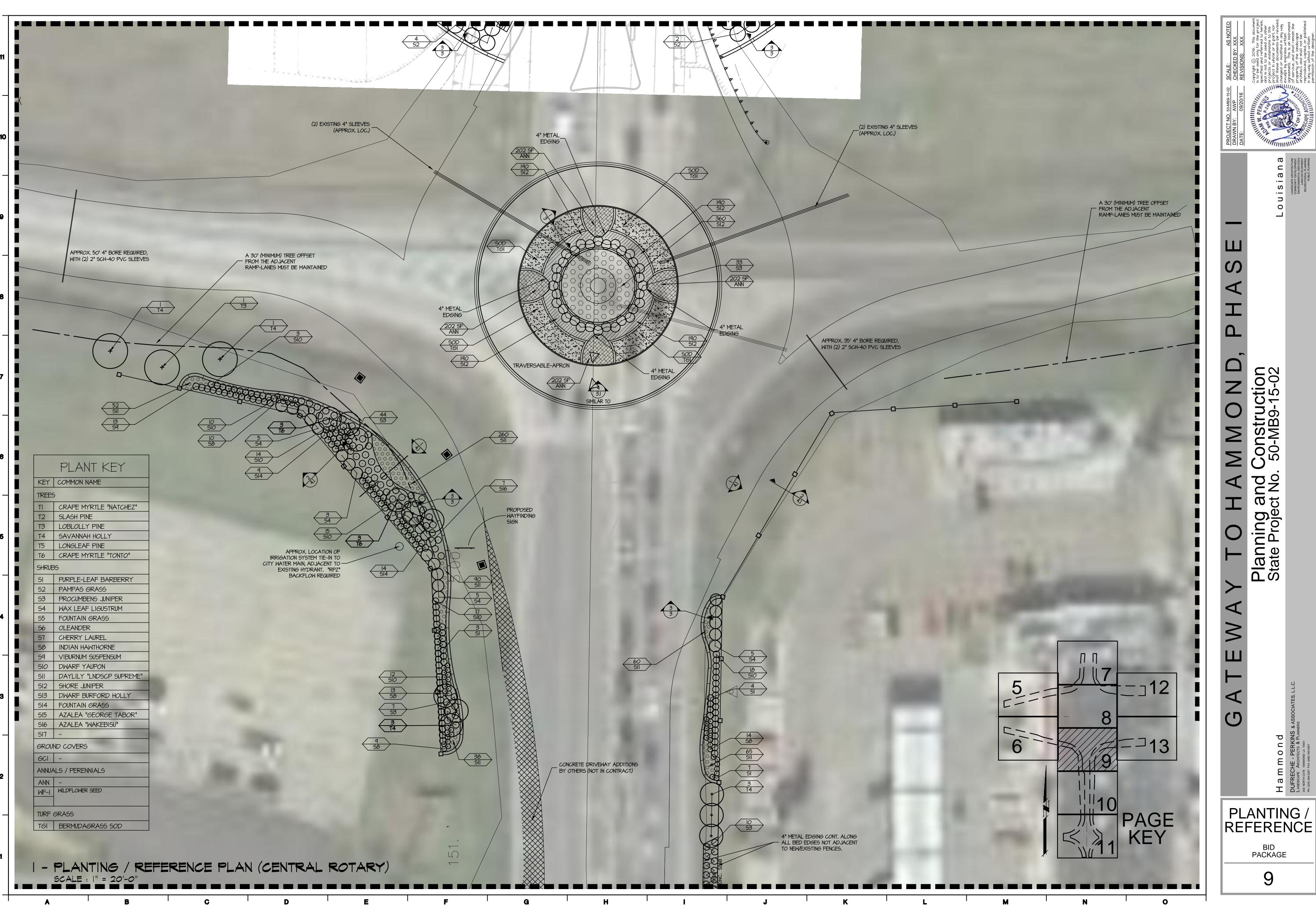


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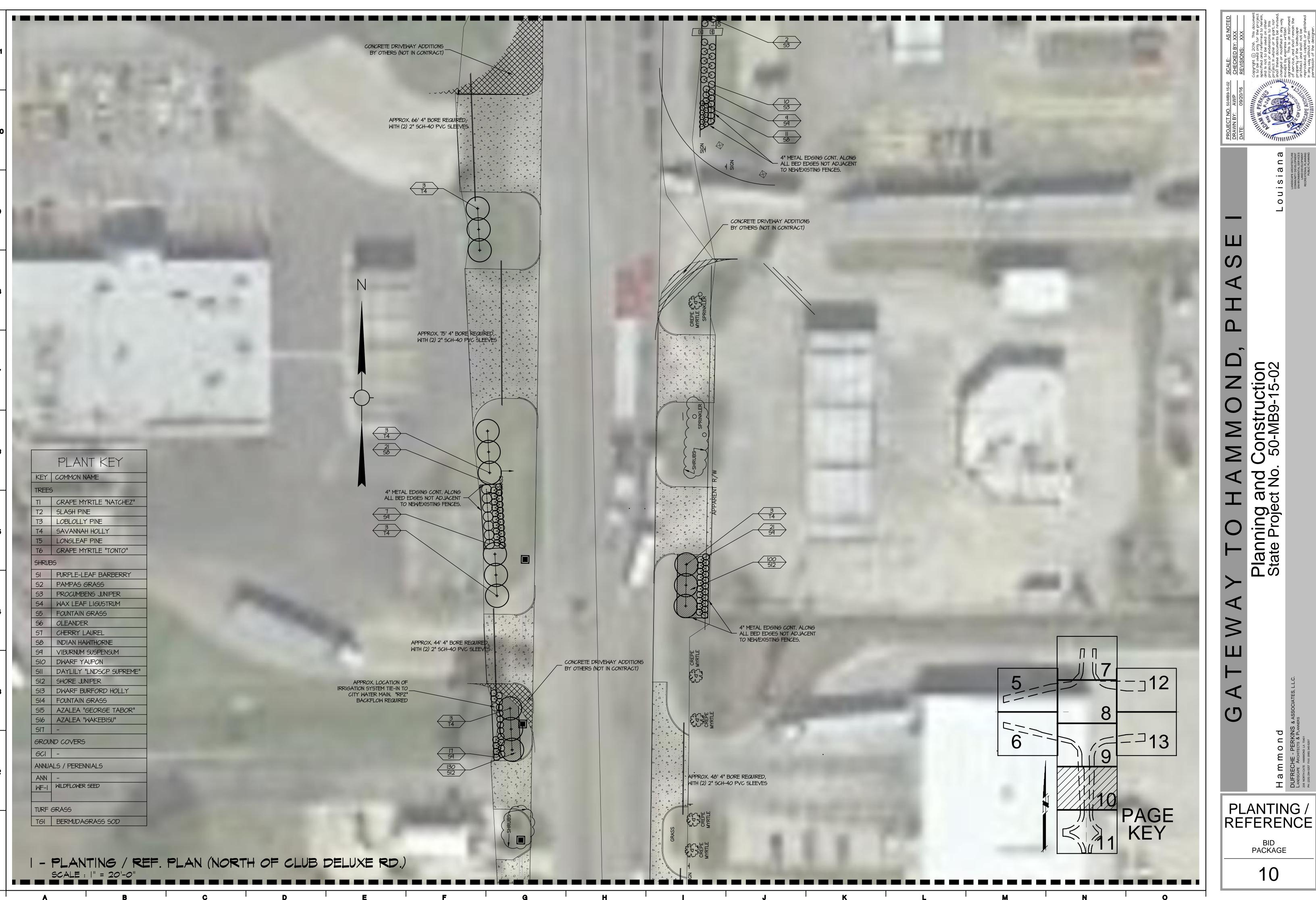
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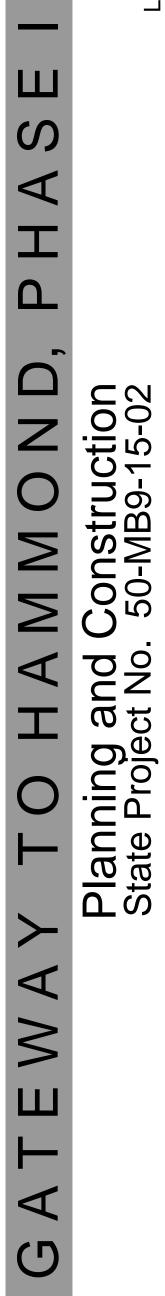


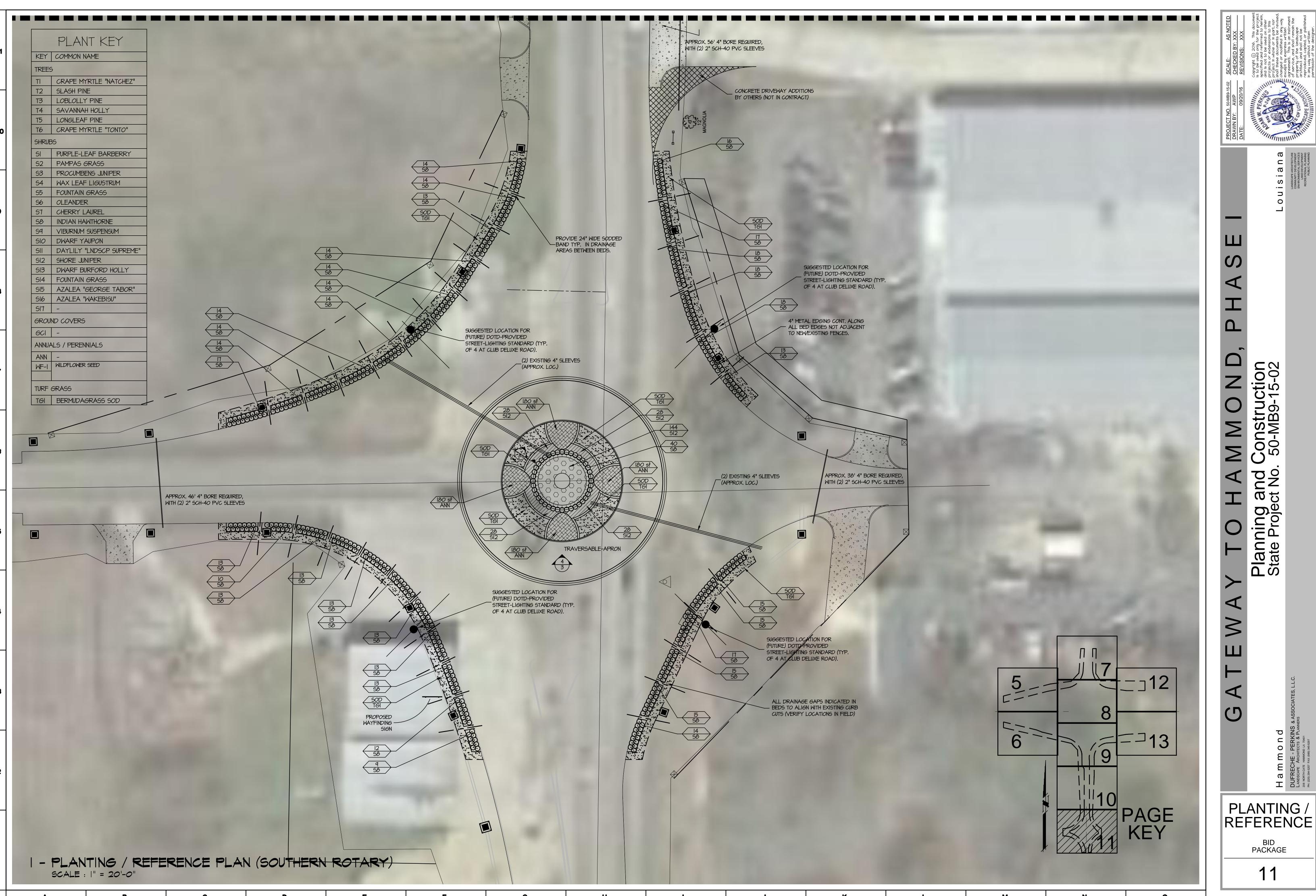
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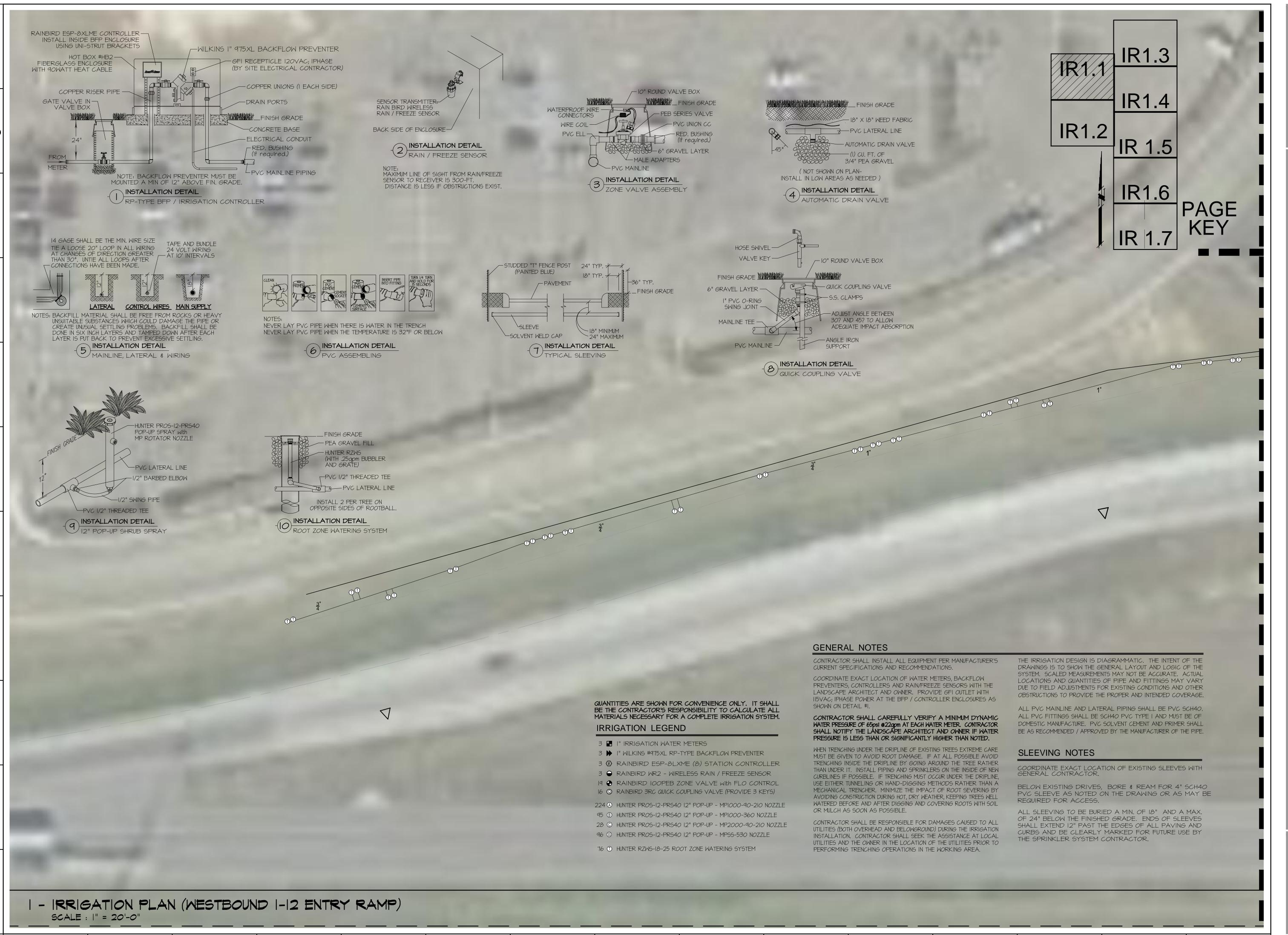
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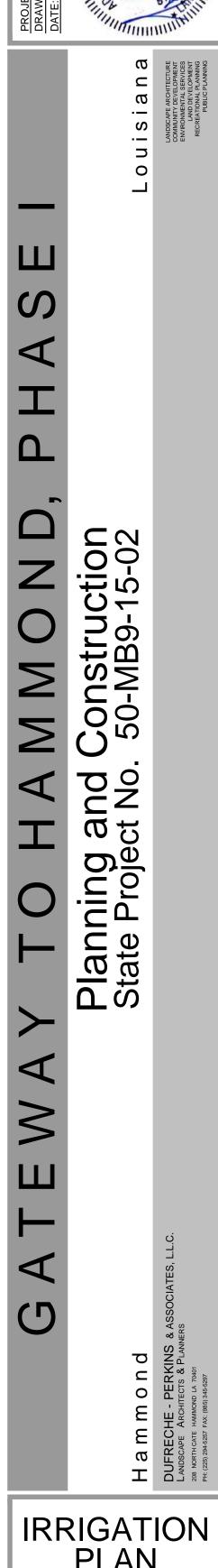
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IRRIGATION PLAN

PACKAGE

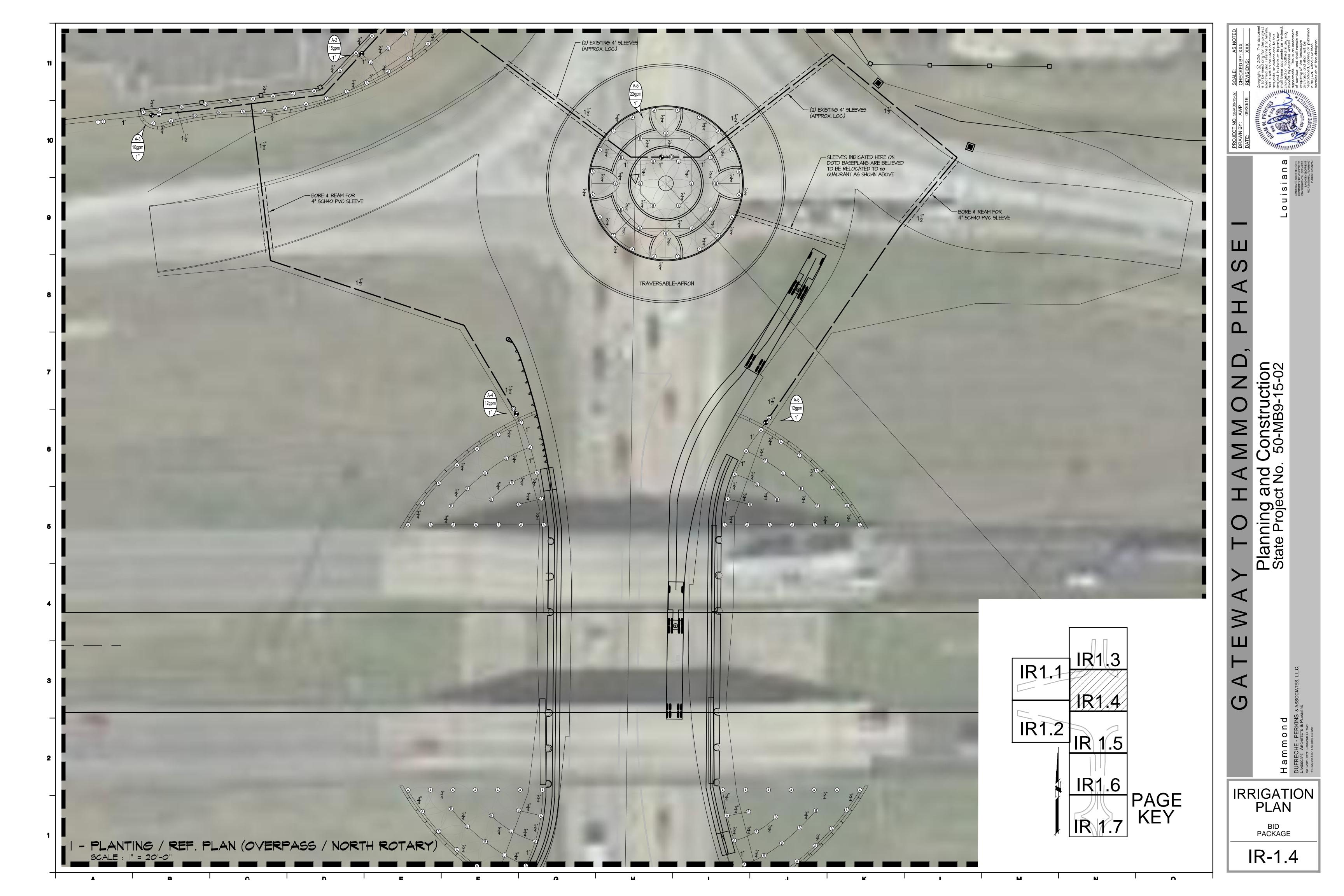
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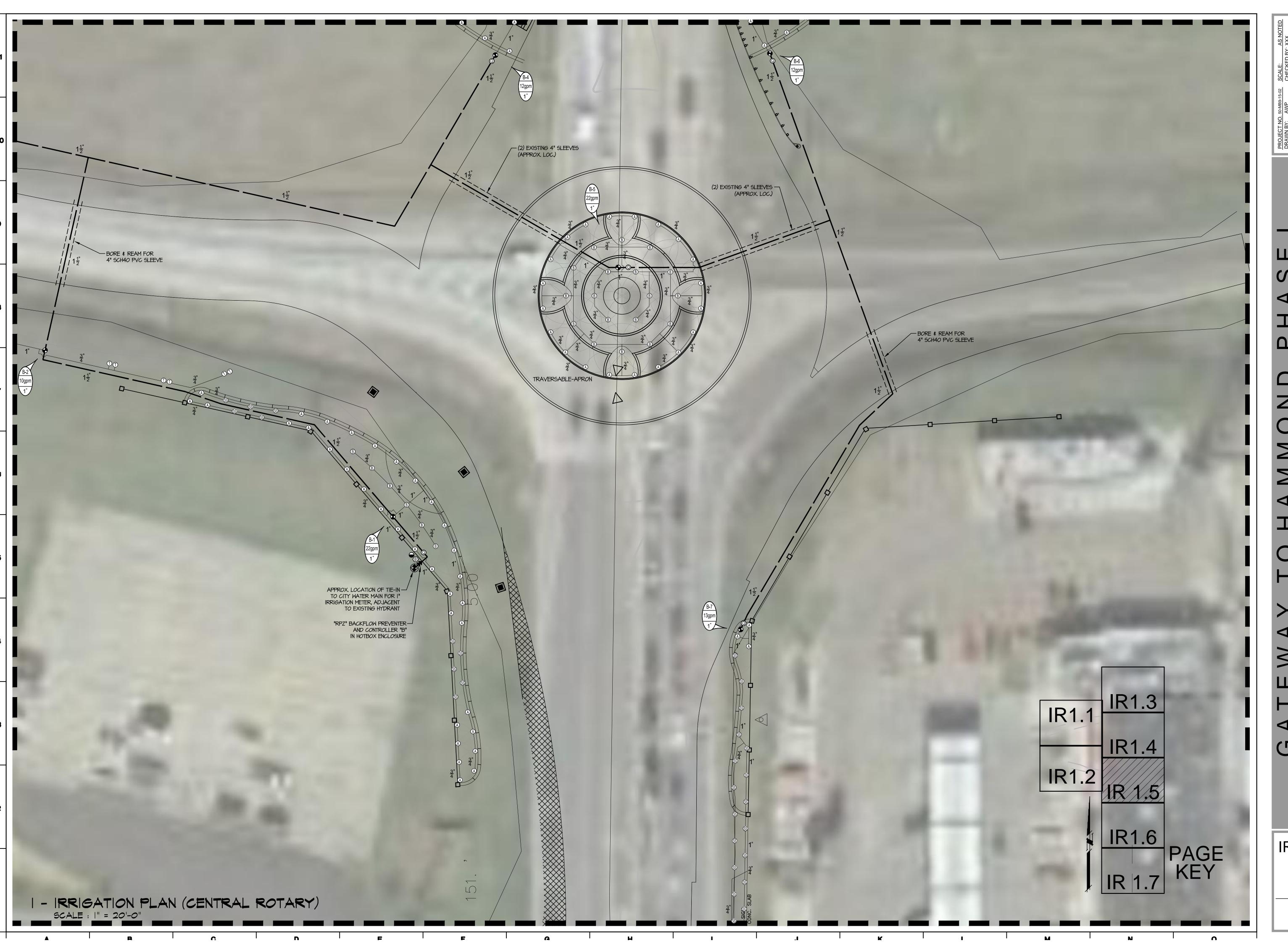






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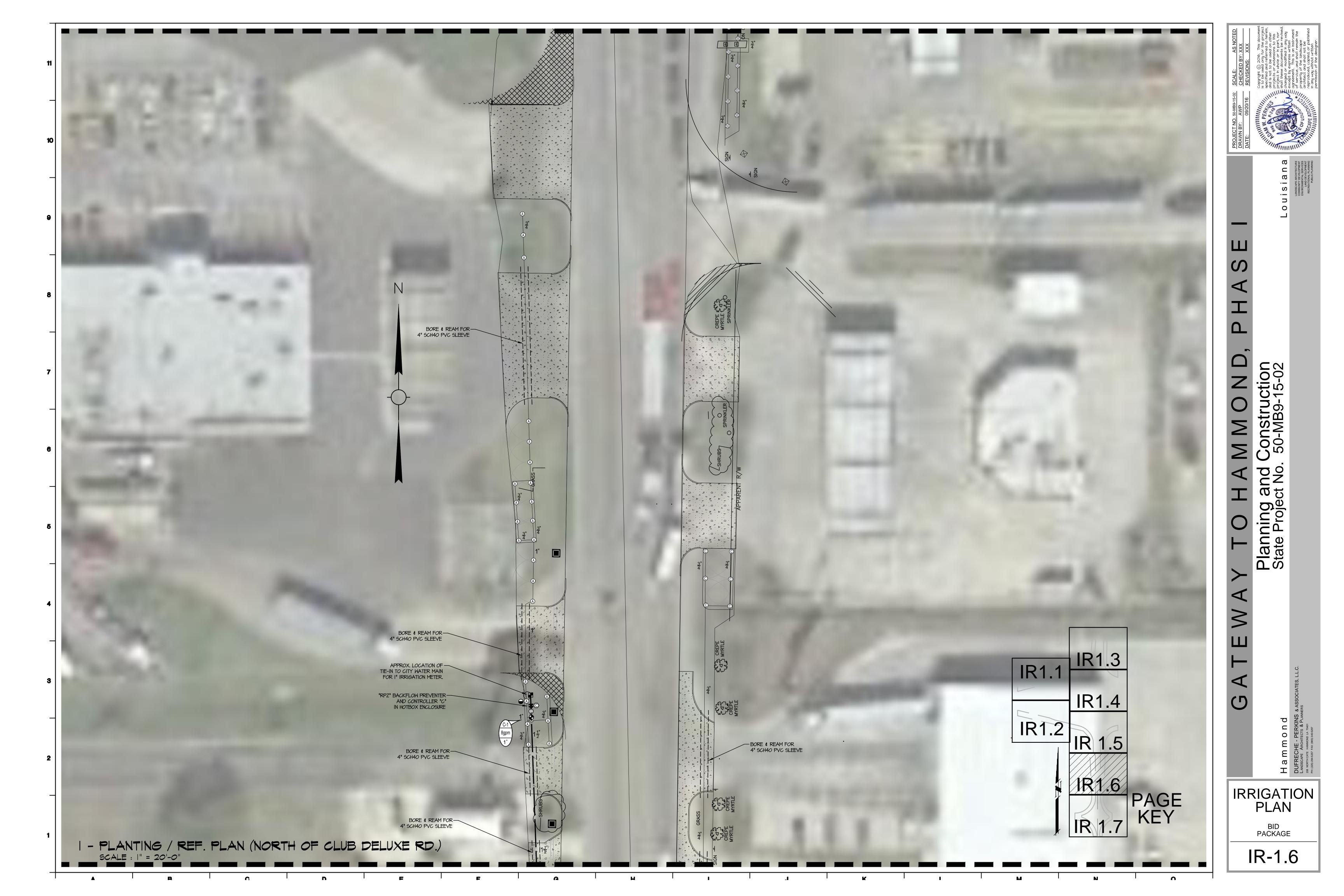


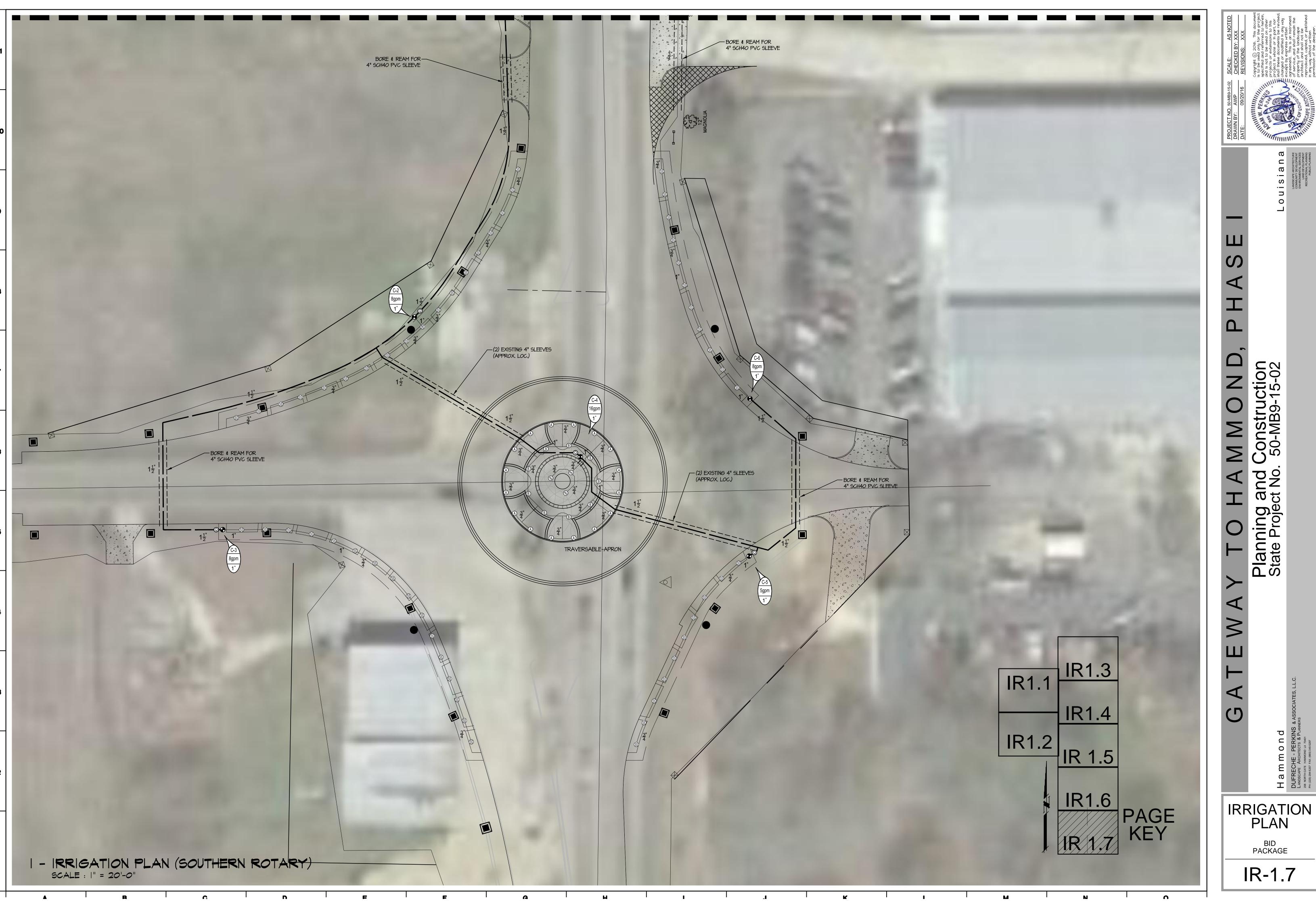




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