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## INTRODUCTORY INFORMATION

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Phone: 985-649-5832  
Fax: 985-641-5950  
Dammonengineering.com



DOCUMENT 00010  
PROJECT DIRECTORY

OWNER: CITY OF SLIDELL  
2055 Second Street  
Slidell, Louisiana 70458  
Tel: (985) 646-4270  
Owner's Representative: Donna O'Dell

ARCHITECT: DAMMON ENGINEERING, INC.  
*an Architectural and Engineering firm*  
554 Old Spanish Trail  
Slidell, Louisiana 70458  
Tel: (985) 649-5832  
Fax: (985) 641-5950  
Architect in Charge: Robert L. Wiltse

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DOCUMENT 00020

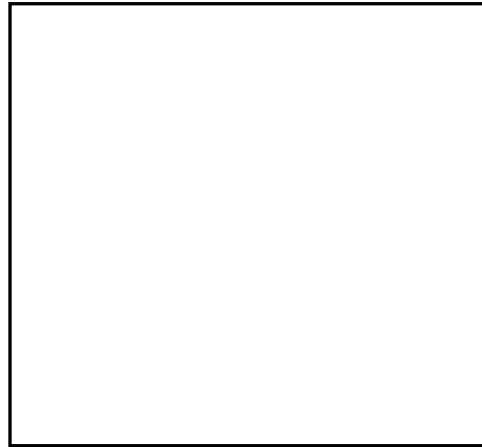
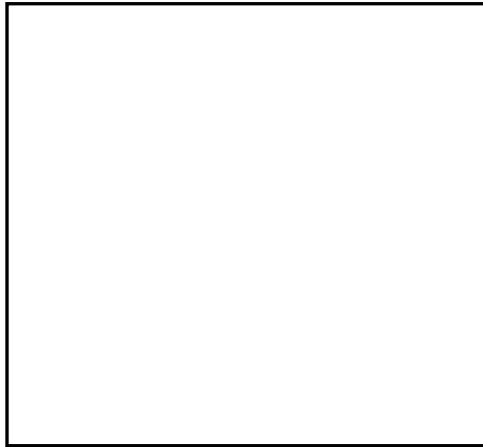
PROFESSIONAL SEALS

PROJECT NAME: CITY OF SLIDELL  
CDBG PHASE U – 5000-23 SIDEWALK & DRAINAGE  
IMPROVEMENTS PROJECT  
DISTRICT A / LINCOLN PARK  
SLIDELL, LA 70458

DATE: OCTOBER 16, 2012

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ARCHITECTURAL SPECIFICATIONS: The following Specification Sections were prepared by me or under my direct personal supervision:



Dammon Engineering, Inc.

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END OF DOCUMENT

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# QUOTING REQUIREMENTS

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Phone: 985-649-5832  
Fax: 985-641-5950  
Dammonengineering.com



DOCUMENT 00120

INSTRUCTIONS TO QUOTERS

- A. Instructions to Quoters: The Instructions to Quoters to be used for this Contract for Construction shall be A.I.A. Documents A701, Instructions to Bidders – 1997 Edition and are bound in this Project Manual following this page.
- B. Supplementary Instructions to Quoters: The Instructions to Quoters for this Contract for Construction are modified, amended and supplemented directly into the A.I.A. document.

END OF DOCUMENT

# DRAFT AIA® Document A701™ - 1997

## Instructions to Bidders

for the following PROJECT:

(Name and location or address):

«CITY OF SLIDELL  
CBDG PHASE U – 5000-23 SIDEWALK & DRAINAGE  
IMPROVEMENTS PROJECT  
DIVISION A/LINCOLN PARK»  
«SLIDELL, LOUISIANA »

THE OWNER:

(Name, legal status and address):

«City of Slidell »« »  
«2055 Second Street  
Slidell, Louisiana 70458 »

THE ARCHITECT:

(Name, legal status and address):

«Dammon Engineering, Inc. »  
«an Architect & Engineering Firm »  
«554 Old Spanish Trail  
Slidell, Louisiana 70458 »

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

Deleted: Slidell, Louisiana

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

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### § 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### § 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### § 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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# CONTRACTING REQUIREMENTS

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Phone: 985-649-5832  
Fax: 985-641-5950  
Dammonengineering.com



DOCUMENT 00520

FORM OF AGREEMENT

- A. Agreement Form: The Agreement Form to be used for this Contract for Construction shall be City of Slidell "Contract Form for CDBG Sidewalk Improvements Project Division A / Lincoln Park Area Phase II."

END OF DOCUMENT

# DRAFT AIA® Document A312™ - 1984

## Performance Bond

CONTRACTOR (Name, Legal Status and Address):

« »« »  
« »

SURETY (Name, Legal Status and Principal Place of Business):

« »« »  
« »

OWNER (Name, Legal Status and Address):

«City of Slidell»  
«2055 Second Street »  
«Slidell, Louisiana 70458 »

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description (Name and Location):

«CBDG PHASE U - 5000-23 SIDEWALK & DRAINAGE IMPROVEMENTS PROJECT DISTRICT A / LINCOLN PARK»  
«Slidell, Louisiana»

### BOND

Date (Not earlier than Construction Contract Date): « »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 13

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page)

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

« »  
« »  
« »

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

«Chuck Dammon »  
«Dammon Engineering, Inc. »  
«554 Old Spanish Trail »  
«Slidell, Louisiana 70458 »  
« »  
« »

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: « »  
Address: « »

Signature: \_\_\_\_\_  
Name and Title: « »  
Address: « »



# DRAFT AIA<sup>®</sup> Document A312<sup>™</sup> - 1984

## Payment Bond

CONTRACTOR (Name, Legal Status and Address):

« »  
« »

SURETY (Name, Legal Status and Principal Place of Business):

« »  
« »

OWNER (Name, Legal Status and Address):

«[City of Slidell](#) »  
«[2055 Second Street](#) »  
«[Slidell, Louisiana 70458](#) »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description (Name and Location):

«CBDG [PHASE U - 5000-23](#) SIDEWALK & DRAINAGE IMPROVEMENTS PROJECT [DISTRICT A / LINCOLN PARK](#) »  
«Slidell, Louisiana»

BOND

Date (Not earlier than Construction Contract Date): « »

Amount: \$ « »

Modifications to this Bond:  None  See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page)

« »

Signature:

Name and

Title:

« »

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

« »  
« »  
« »

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

«[Chuck Dammon](#) »  
«[Dammon Engineering, Inc.](#) »  
«[554 Old Spanish Trail](#) »  
«[Slidell, Louisiana 70458](#) »  
« »  
« »

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

# ***DIVISION 1***

---

## **GENERAL REQUIREMENTS**

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Phone: 985-649-5832  
Fax: 985-641-5950  
Dammonengineering.com



## SECTION 01100

### 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. This Section includes the following:

- 1. Work covered by the Contract Documents.
- 2. Type of the Contract.
- 3. Owner-furnished products
- 4. Use of premises.
- 5. Owner's occupancy requirements.
- 6. Work restrictions.
- 7. Specification formats and conventions.
- 8. Miscellaneous provisions.

- B. Related Sections include the following:

- 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

##### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Slidell – CDBG Phase U – 5000-23 Sidewalk & Drainage Improvements Project, District A / Lincoln Park

- 1. Project Location: Slidell, Louisiana

- B. Owner: City of Slidell

- 1. Owner's Representative: Tara Ingram-Hunter

- C. Architect: Dammon Engineering, Inc.

- D. Contractor: \_\_\_\_\_ has been engaged as Contractor for this Project.

E. The Work consists of the following:

1. The Work includes sidewalk improvements in the District A / Lincoln Park Area of Slidell, Louisiana.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 OWNER-FURNISHED PRODUCTS

1. Contractor will furnish products indicated on the plans.
2. Contractor is responsible for receiving, unloading, and handling all items at Project site.

1.6 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be performed during normal business working hours, early morning hours, and weekend hours, all by pre-arrangement only.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than five days in advance of proposed utility interruptions.

## 1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- 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:
  - 1. 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.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by 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 Contractor or by others when so noted.
    - 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.

## 1.10 MISCELLANEOUS PROVISIONS

- A. David-Bacon Act, as amended (40 U.S.C. 276a to a-7) – Comply with the Davis Bacon Act above, and as supplemented by Department of Labor regulations (29CFR Part 5, “Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made

by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Owner will provide a copy of the current prevailing wage determination issued by the Department of Labor and the award of the contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT

General Decision Number: LA120015 02/17/2012 LA15

Superseded General Decision Number: LA20100019

State: Louisiana

Construction Type: Highway

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St John the Baptist and St Tammany Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	02/17/2012

ENGI0406-001 10/28/2010

	Rates	Fringes
Mechanic.....	\$ 25.40	8.05

\* LABO0689-003 07/01/2011

	Rates	Fringes
LABORER: Common or General Jefferson, Orleans, St. Bernard and St. John the Baptist Counties.....	\$ 16.29	2.65

LABO0689-004 07/01/2011

	Rates	Fringes
LABORER: Common or General Plaquemines, St. Charles, and Union Counties.....	\$ 13.94	2.65

SULA2011-003 08/17/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.03	4.24
IRONWORKER, REINFORCING.....	\$ 17.49	
LABORER: Common or General St. Tammany County.....	\$ 9.51	1.14

Power equipment operators:

Asphalt Paver.....	\$ 17.20	4.97
Backhoe/Excavator/Trackhoe..	\$ 16.85	4.91
Broom/Sweeper.....	\$ 15.17	5.15
Bulldozer.....	\$ 16.40	
Crane.....	\$ 25.35	
Grader/Blade.....	\$ 15.88	
Milling Machine.....	\$ 16.63	2.14
Roller (Dirt and Grade Compaction) Jefferson, St. Bernard,		

St. Charles and St. John the Baptist.....	\$ 12.59	4.37
Orleans, Plaquemines, St. Tammany.....	\$ 14.74	4.23
Trencher.....	\$ 14.38	

Truck drivers:		
Dump Truck.....	\$ 12.93	0.18
Water Truck.....	\$ 13.79	

-----

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION



## SECTION 01250

### 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 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.

##### 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, on AIA Document G710, "Architect's Supplemental Instructions."

##### 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. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request 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.

- b. 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 an updated 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 unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  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 an updated 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. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

## 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. 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 detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT

## SECTION 01290

### PAYMENT PROCEDURES

#### 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. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.

##### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

##### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules: 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.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Submit draft of AIA Document G703 Continuation Sheets.
  3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  4. 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 several line items for principal subcontract amounts, where appropriate.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. 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.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  7. 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.

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.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 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.
  1. 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. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Payment Application Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included at end of this Section.
- E. 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 and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 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.

- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
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 final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. 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. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
  16. Initial settlement survey and damage report if required.
- 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.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- 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:

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. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. 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.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT

## SECTION 01310

### PROJECT MANAGEMENT AND COORDINATION

#### 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. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
  - 1. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

##### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

##### 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.

Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
  9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

## 1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other contractors.

## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 5 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.

- c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Use of the sites.
  - l. Work restrictions.
  - m. Owner's occupancy requirements.
  - n. Responsibility for temporary facilities and controls.
  - o. Construction waste management and recycling.
  - p. Parking availability.
  - q. Office, work, and storage areas.
  - r. Equipment deliveries and priorities.
  - s. First aid.
  - t. Security.
  - u. Progress cleaning.
  - v. Working hours.
3. Minutes: Record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) RFIs.
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: **Record** the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

#### 1.8 REQUESTS FOR INTERPRETATION (RFI's)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

5. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
6. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B.Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

7. Project name.
8. Date.
9. Name of Contractor.
10. Name of Architect.

11. RFI number, numbered sequentially.
  12. Specification Section number and title and related paragraphs, as appropriate.
  13. Drawing number and detail references, as appropriate.
  14. Field dimensions and conditions, as appropriate.
  15. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  16. Contractor's signature.
  17. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- D. Hard-Copy RFIs: AIA G716 – 2004, Request for Information (RFI).
1. Identify each page of attachments with the RFI number and sequential page number.
- E. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- F. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow **Ten** working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **10** days of receipt of the RFI response.

- G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
  
- H. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01330

### SUBMITTALS

#### 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. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 1 Section "Closeout Procedures" for submitting warranties.
  - 4. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 5. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

##### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

##### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.

- e. Name and address of subcontractor.
  - f. Name and address of supplier.
  - g. Name of manufacturer.
  - h. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  - 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- 1. Transmittal Form: Use AIA Document G810.
  - 2. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.

3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
    1. Note date and content of previous submittal.
    2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES
- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.

- f. Compliance with specified referenced standards.
    - g. Testing by recognized testing agency.
    - h. Application of testing agency labels and seals.
    - i. Notation of coordination requirements.
  4. Submit Product Data before or concurrent with Samples.
  5. Number of Copies: Submit five copies of Product Data, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Shopwork manufacturing instructions.
    - f. Templates and patterns.
    - g. Schedules.
    - h. Design calculations.
    - i. Compliance with specified standards.
    - j. Notation of coordination requirements.
    - k. Notation of dimensions established by field measurement.
    - l. Relationship to adjoining construction clearly indicated.
    - m. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **30 by 40 inches**.
  3. Number of Copies: Submit five opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit additional copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.

- b. Product name and name of manufacturer.
  - c. Sample source.
  - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two] Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- E. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- F. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- G. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- H. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- L. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- M. Construction Photographs or Videotapes: Comply with requirements specified in Division 1 Section "Photographic Documentation."
- N. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
  - 1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S/ ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF DOCUMENT

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### 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. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Pavement: Comply with Division 2 Section "Cement Concrete Pavement."
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.

## 2.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Comply with requirements specified in Division 2 Section "Tree Protection and Trimming."
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

END OF DOCUMENT

## SECTION 01700

### EXECUTION REQUIREMENTS

#### 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. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 1 Section "Closeout Procedures," recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on AIA Form G716, "Request for Information."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General:
  - 1. Establish benchmarks and control points to set lines and levels of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks:
  - 1. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 2. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
  - B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
  - D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
  - E. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. .
  - F. Hazardous Materials: Use products, and installation materials that are not considered hazardous.
- 3.6 PROGRESS CLEANING
- A. General: Clean Project site and work areas daily, including common areas. . Enforce requirements strictly. Dispose of materials lawfully.
  - B. Site: Maintain Project site free of waste materials and debris.
  - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
    1. Remove liquid spills promptly.
    2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  - D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- 3.7 PROTECTION OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration until accepted.
- 3.8 CORRECTION OF THE WORK
- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes refinishing damaged surfaces, touching up with matching materials.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF DOCUMENT

## SECTION 01732

### SELECTIVE DEMOLITION

#### 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. This Section includes the following:
  - 1. Demolition and removal of selected site elements.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of premises and Owner-occupancy requirements.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 3. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

##### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of project immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
  - 1. Comply with requirements specified in Division 1 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies if required.

### 3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 2. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
  - 1. Store items in a secure area until delivery to Owner.
- C. Removed and Reinstalled Items:
  - 1. Reinstall items as required. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.

- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF DOCUMENT

# ***DIVISION 2***

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## **SITE CONSTRUCTION**

DAMMON ENGINEERING, INC.  
554 OLD SPANISH TRAIL  
SLIDELL, LOUISIANA 70458  
Phone: 985-649-5832  
Fax: 985-641-5950  
Dammonengineering.com



## SECTION 02300

### EARTHWORK

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Preparing subgrades for slabs-on-grade, walks and pavements.
- B. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for unit-price rock excavation and authorized additional excavation provisions.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.

##### 1.3 UNIT PRICES

- A. Unit prices are included in Division 1 Section "Unit Prices."

##### 1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Coordinate with utility companies to shut off services if lines are active.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

### 3.2 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.3 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

### 3.4 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of trees.

### 3.5 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

### 3.6 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
  1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF DOCUMENT

## SECTION 02751

### CEMENT CONCRETE PAVEMENT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Walkways.
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork" for subgrade preparation, grading, and subbase course.

##### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

##### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- C. Mockups: Cast mockups of full-size sections of concrete pavement to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.
  - 1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Obtain Architect's approval of mockups before starting construction.
  - 4. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
  - 5. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
  - 1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
    - a. Contractor's superintendent.
    - b. Concrete pavement subcontractor.

## 1.6 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

### 2.1 FORMS

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

## 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type II gray. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class C.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: **1 inch** nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
  - 7. Synthetic micro polypropylene fibrous reinforcing admixtures: ASTM C1116.

## 2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately **9 oz./sq. yd.** dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
  - 1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
  - b. Burke by Edeco; BurkeFilm.
  - c. ChemMasters; Spray-Film.
  - d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
  - e. Dayton Superior Corporation; Sure Film.
  - f. Euclid Chemical Company (The); Eucobar.
  - g. Kaufman Products, Inc.; Vapor Aid.
  - h. Lambert Corporation; Lambco Skin.
  - i. L&M Construction Chemicals, Inc.; E-Con.
  - j. MBT Protection and Repair, ChemRex Inc.; Confilm.
  - k. Meadows, W. R., Inc.; Sealtight Evapre.
  - l. Metalcrete Industries; Waterhold.
  - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
  - n. Sika Corporation, Inc.; SikaFilm.
  - o. Symons Corporation; Finishing Aid.
  - p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- 1. Available Products:
    - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
    - b. Burke by Edoko; Aqua Resin Cure.
    - c. ChemMasters; Safe-Cure Clear.
    - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
    - e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
    - f. Euclid Chemical Company (The); Kurez DR VOX.
    - g. Kaufman Products, Inc.; Thinfilm 420.
    - h. Lambert Corporation; Aqua Kure-Clear.
    - i. L&M Construction Chemicals, Inc.; L&M Cure R.
    - j. Meadows, W. R., Inc.; 1100 Clear.
    - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
    - l. Symons Corporation; Resi-Chem Clear.
    - m. Tamms Industries Inc.; Horncure WB 30.
    - n. Unitex; Hydro Cure 309.
    - o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.
- 1. Available Products:
    - a. Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
    - b. Burke by Edoko; Resin Emulsion White.
    - c. ChemMasters; Safe-Cure 2000.
    - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
    - e. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).

- f. Euclid Chemical Company (The); Kurez VOX White Pigmented.
- g. Kaufman Products, Inc.; Thinfilm 450.
- h. Lambert Corporation; Aqua Kure-White.
- i. L&M Construction Chemicals, Inc.; L&M Cure R-2.
- j. Meadows, W. R., Inc.; 1200-White.
- k. Symons Corporation; Resi-Chem White.
- l. Tamms Industries, Inc.; Horncure 200-W.
- m. Unitex; Hydro White.
- n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

## 2.4 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of **1/8 to 1/4 inch** .
  - 1. AvailableProducts:
    - a. Burke by Edeco; True Etch Surface Retarder.
    - b. ChemMasters; Exposee.
    - c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
    - d. Euclid Chemical Company (The); Surface Retarder S.
    - e. Kaufman Products, Inc.; Expose.
    - f. Metalcrete Industries; Surfard.
    - g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
    - h. Scofield, L. M. Company; Lithotex.
    - i. Sika Corporation, Inc.; Rugasol-S.
    - j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.

## 2.5 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes.
  - 1. Color: As required by local authorities.

## 2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  1. Compressive Strength (28 Days): **See Plans.**
  2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
  3. Slump Limit: **5 inches**, plus or minus **1 inch**.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  1. Air Content: 5-1/2 percent plus or minus 1.5 percent for **1-1/2-inch** nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 or 0.30 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
  1. Fly Ash or Pozzolan: 25 percent.
  2. Ground Granulated Blast-Furnace Slag: 50 percent.
  3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

## 2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  1. When air temperature is between **85 deg F** and **90 deg F**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F**, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

### 3.2 PREPARATION

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

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

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

### 3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 2. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 20 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than **1/2 inch** or more than **1 inch** below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a **1/4-inch** radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a **1/4-inch** radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

### 3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Do not add water to concrete during delivery or at Project site.
- D. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- E. Consolidate concrete according to ACI 301 by hand spading, rodding, or tamping.
  1. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- F. Screed pavement surfaces with a straightedge and strike off.

- G. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
  
- H. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below **40 deg F** , uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than **50 deg F** and not more than **80 deg F** at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
  
- I. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below **90 deg F** at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.6 FLOAT FINISHING

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

### 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  - 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with **12-inch** lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least **12 inches**, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.8 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: **1/4 inch**.
  - 2. Thickness: Plus **3/8 inch**, minus **1/4 inch**.
  - 3. Surface: Gap below **10-foot-** long, unlevelled straightedge not to exceed **1/4 inch**.
  - 4. Contraction Joint Depth: Plus **1/4 inch**, no minus.
  - 5. Joint Width: Plus **1/8 inch**, no minus.

3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF DOCUMENT