

PROJECT MANUAL

FOR

Hunter's Field, Phase II Improvements at 1659 North Claiborne Avenue New Orleans, Louisiana 70116

PREPARED FOR

**The City of New Orleans
Facilities, Infrastructure, and Community Development
City Hall
1300 Perdido Street, Suite 6E15
New Orleans, Louisiana 70112**

June 1 , 2015

ARCHITECT'S PROJECT NUMBER: 14-018

VOLUME ZERO
[architectural design studio]
A LIMITED LIABILITY COMPANY
1034 JOLIET STREET
NEW ORLEANS, LA 70118

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>TITLE</u>
<u>DIVISION 0 - GENERAL REQUIREMENTS (GENERAL CONDITIONS)</u>	
00110	INSTRUCTIONS TO BIDDERS
00300	FORM OF PROPOSAL (LOUISIANA UNIFORM PUBLIC WORK BID FORM)
00480	NON-COLLUSION AFFIDAVID
00495	BIDDER ATTESTATION FORM
00500	SAMPLE AGREEMENT FORM
00600	BOND AND CERTIFICATES
00620	PAYROLL REPORTING, FOLLOWED BY DAVIS-BACON WAGE DECISION
00720	GENERAL CONDITIONS OF THE CONTRACT
00730	SPECIAL CONDITIONS FOR F.E.M.A. CONTRACTS
00740	SPECIAL CONDITIONS FOR C.B.D.G. CONTRACTS
00750	SECTION 3 PLANS FOR CONTRACTORS
00900	DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
00950	TAX CLEARANCE AUTHORIZATION FORM
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
01010	SUMMARY OF WORK
01037	WEATHER DELAYS
01140	WORK RESTRICTIONS
01310	PROJECT MANAGEMENT AND COORDINATION
01320	CONSTRUCTION PROGRESS DOCUMENTATION
01330	SUBMITTALS
01400	QUALITY CONTROL
01500	TEMPORARY FACILITIES AND CONTROLS
01568	ENVIRONMENTAL PROTECTION
01600	MATERIAL AND EQUIPMENT
01700	EXECUTION REQUIREMENTS
01770	CLOSEOUT PROCEDURES
<u>DIVISION 2 - SITE CONSTRUCTION</u>	
02060	DEMOLITION
02222	EXCAVATION
02830	CHAIN LINK FENCE
<u>DIVISION 3 - CONCRETE</u>	
03300	CAST-IN-PLACE CONCRETE
<u>DIVISION 4 - MASONRY</u>	
	NOT USED
<u>DIVISION 5 - METALS</u>	
	NOT USED
<u>DIVISION 6 - WOOD AND PLASTICS</u>	

NOT USED

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07901 JOINT SEALANTS

DIVISION 8 - DOORS AND WINDOWS

NOT USED

DIVISION 9 - FINISHES

NOT USED

DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING SYSTEMS

NOT USED

DIVISION 15 – MECHANICAL

NOT USED

DIVISION 16 – ELECTRICAL

NOT USED; SEE THE DRAWINGS FOR ELECTRICAL SPECIFICATIONS

SECTION 00110
INSTRUCTION TO BIDDERS

- A. PROJECT: Hunter’s Field Phase II Improvements
At 1659 N. Claiborne Avenue, New Orleans, Louisiana 70116
- B. PROPOSALS: Bidders are referred to the Purchasing Bureau’s Invitation to Bid for particular information and requirements regarding submittals of Bids.
- C. DOCUMENTS: Bid Documents may no longer be obtained from the office of the consultant for this proposal. Invitation to Bid documents may be obtained online at <http://www.purchasing.cityofno.com/bsollogin.jsp> or through the City of New Orleans webpage, www.cityofno.com, by selecting “City Purchasing Portal”.
- D. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor, and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications project Manual and the site of the Work, and from his own investigation, has satisfied himself as to the scope, accessibility, nature and location of the work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor, or Sub-subcontractor to inform themselves as to conditions affecting the Work.
- E. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual), or other contract documents, he may submit to the Purchasing Agent, not later than seven (7) working days prior to the date set for opening bids, a written request for an interpretation or clarification.
- F. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the General Conditions. The Consultant must receive requests for substitutions seven (7) working days prior to the established bid date in accordance with Acts 832 of the 1985 Regular Session and 484 of the 1995 Regular Session of the State Legislature.
- G. ADDENDA: Interpretations, clarifications, additions, deletions, and modifications to the documents during the Bidding period will be issued in the form of an addendum in accordance with Louisiana R.S. 2212(O). A copy of the addendum will be transmitted to prime bidders who have supplied their facsimile number or email address. Any addendum or addenda will become a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form.

H. CONTRACT TIME:

1. Once the Contractor is notified of the acceptance of his bid within the time specified in La. R.S. 2212 after the opening of bids, it agrees to execute a contract for the work as described in the contract documents. The Contractor also guarantees completion of this contract within the number of calendar days shown below and any approved extensions from the date of the, "Notice to Proceed".

Calendar Days ninety (90)

2. The Contractor agrees that he has incorporated into his bid the necessary work forces to accomplish the work in the Contract Time indicated above. The number of days shown below are considered in the contract time above as expected days to be lost due to inclement weather.

Expected Lost Days twenty-one (21)

- I. DAMAGES: The Contractor agrees that the Owner may retain the sum indicated below from the amount of compensation to be paid him for each day after the above mentioned completion time, Sundays and Holidays included, that the contract remains incomplete. This amount is agreed upon as the proper measure of the Stipulated or Liquidated Damages, which the Owner will sustain per day, by failure of the Contractor to complete the contract at the stipulated time, and is not to be construed, in any sense, as a penalty. The Contractor shall be deemed to be in default by its failure to complete all of the work within the time specified in the contract.

Liquidated/Stipulated Damages per Diem one hundred dollars (\$100)

- J. LICENSE: In order to be awarded a contract, the bidder must comply with Licensing laws of the State of Louisiana, La. R.S. 37:2151-2163, as amended. The bidder shall provide applicable license identification in accordance with these laws with the following classifications:

- o Building Construction, Heavy Construction, or Municipal and Public Works Construction
- o _____
- o _____

The license identifications shall be exhibited on the surface of the Sealed Bid enclosure.

- K. PREPARATION OF BIDS: Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the contract.

Bids containing any conditions, omissions, unexplained alterations, or irregularities of any kind may be rejected as informal.

SEALED ENVELOPE: Any bid submitted on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal.

The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature. If someone other than a corporate officer signs for the Bidder/Contractor, written evidence of the authority of the person signing the bid for public works shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)(5).

ONLINE BIDS: Invitation to Bid documents must be obtained online at <http://www.purchasing.cityofno.com/bsollogin.jsp> or through the City of New Orleans webpage, www.cityofno.com, by selecting "City Purchasing Portal". Addenda will be transmitted to all bidders who acknowledge download of bid documents online from the City Purchasing Portal, i.e. answer 'yes' when downloading bid documents. Written evidence of the authority of the person signing the bid according to La. R.S. 38:2212(B)(5) must be attached as well as the Bid Bond Verification Number, contractor license number, and all items completed.

- L. MODIFICATION AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, written and online bids may be modified and withdrawn. Modified bids must be on official forms. Changes or erasures to written bids to must be explained or noted over the initials of the bidder and signed by a person legally empowered to bind the bidder.
- M. M. DISQUALIFICATION: The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. SUBMISSION OF POST-BID INFORMATION: The two (2) Low Bidders shall submit within three (3) days of the bid opening the following information:
 - 1. Completed Non-Collusion Affidavit (Section 00480).
 - 2. Completed Bidder Attestation Form (Section 00495)
 - 3. Submission of completed Disadvantaged Business Enterprise (DBE) information including Form DBE-1 (Disadvantaged Business Enterprise Responsiveness), Form DBE-2 (Evidence of Best Efforts), and Form DBE-3 (DBE Participation Summary Sheet with DBE letters). (Section 00900).

4. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 5. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or may be requested by the owner. The listing shall also include the dollar value of each subcontract item. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
 6. Other information may be requested of apparent low bidder at time of written notification of post-bid information.
- O. ATTENTION TO BIDDERS: Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal Government and State of Louisiana and bonding and insurance requirements.
- P. AWARD: The Owner reserves the right to accept or reject any and all bids without compensation to bidders and for other causes as defined in R.S. 38:2214(B). The Consultant in making his recommendation will consider the following elements:
1. Whether the bidder is a contractor with experience in the type of work involved.
 2. Whether the bidder has the adequate plant, equipment and personnel to perform the work properly and expeditiously.
 3. Whether the bidder has a suitable financial status and reputation for meeting obligations incidental to work of the kind specified.
 4. Whether the bid price is reasonable and equitable in relation to the Owner's needs and the extent of the work involved. The successful bidder will be required to enter into a contract with the Owner within sixty (60) days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

END OF SECTION 00110

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: CITY OF NEW ORLEANS
1300 PERDIDO STREET
ROOM 4W07
NEW ORLEANS, LA 70112
(Owner to provide name and address of owner)

BID FOR: _____

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

WDG | Architects Engineers and dated: **NOVEMBER 11, 2013**

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

(Non-FEMA Eligible, Non-Code Driven) Interior Ceramic Wall Tile over SCMU Wall to

8'-0" A.F.F. in lieu of Interior Moisture Resistant Coated Walls, as per Interior

Elevations; Provide 6" SCMU Toilet/Urinal Partitions with Ceramic Tile in lieu of Painted Metal Toilet Partitions

_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

**SECTION 00480
NON-COLLUSION AFFIDAVIT**

STATE OF _____ PARISH OF _____

_____, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

the Bidder that has submitted the attached Bid:

(2) Such Bid is genuine and is not a collusive or sham Bid:

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any advantage against the City of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of (Owner) (Partner) (Office) (Representative) or (Agent)

Subscribed and sworn to, this _____ day of _____, 20_____

END OF SECTION 00480

SECTION 00495

CITY OF NEW ORLEANS
Bidder Attestation
For Public Works Solicitations
Pursuant to Louisiana Revised Statute 38:2227

City Invitation to Bid No. _____ for _____

The bidding entity, _____, attests that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes or the equivalent federal crimes listed below:

- Public bribery (R.S. 14:118).
- Corrupt influencing (R.S. 14:120).
- Extortion (R.S. 14:66).
- Money laundering (R.S. 14:230).

Subject to La. R.S. 38:2227(C), a conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person of the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of entrance of the plea of guilty or nolo contendere:

- Theft (R.S. 14:67).
- Identity Theft (R.S. 14:67.16).
- Theft of business record (R.S. 14:67.20).
- False accounting (R.S. 14:70).
- Issuing worthless checks (R.S. 14:71).
- Bank fraud (R.S. 14:71.1).
- Forgery (R.S. 14:72)
- Contractors; misapplication of payments (R.S. 14:202).
- Malfeasance in office (R.S. 14:134).

Attest (Signature): _____

(Date)

Name and Title (Print): _____

Authorized Representative for Bidding Entity (Print): _____

END OF SECTION 00495

**SECTION 00500
SAMPLE AGREEMENT FORM**

CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

[CONTRACTOR NAME]

This contract (the “Contract”) is made and entered into this ____ day of _____, 201_, by and between the City of New Orleans, herein represented by Mitchell J. Landrieu, Mayor (the “City”), and [CONTRACTOR NAME] (the “Contractor”).

WITNESSETH

WHEREAS, the City desires to engage a contractor to perform [PROJECT NAME];
and

WHEREAS, for that purpose, the City issued an Invitation to Bid dated [DATE OF INVITATION TO BID], thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, the Contractor, whose office is located at [CONTRACTOR’S ADDRESS], is qualified and has the necessary expertise; and both the City and the Contractor desire to enter into this Contract;

NOW THEREFORE, the City and the Contractor, for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto [CONTRACTOR NAME] the contract for furnishing the City of New Orleans with [PROJECT NAME], Base Bid, Alternate 1, and Alternate 2, strictly according to Bid Proposal No. [BID PROPOSAL NUMBER] (the “Bid Proposal”), the Construction Documents, the Project Manual, the Specifications, and all

Addenda identified therewith maintained on file with the City of New Orleans, and the Contractor's bid thereto dated [DATE OF CONTRACTOR'S BID] (the "Contractor's Bid"), for the price of [PRICE] AND [##]/100 DOLLARS (\$_____); Purchase Order No. _____, the whole to be completed in conformity with and for the consideration and the terms and conditions herein and therein set forth. The Bid Proposal and the Plans and Specifications are incorporated herein by reference. The Contractor's Bid is attached hereto and made a part hereof.

CONVICTED FELON STATEMENT: The Contractor swears that it complies with Section 2-8(c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

NON-SOLICITATION STATEMENT: The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

AUDIT AND OTHER OVERSIGHT: It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. In signing this Contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

OWNERSHIP INTEREST DISCLOSURE: The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after (thirty) 30 days’ written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

SUBCONTRACTOR REPORTING: The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Contract’s execution and who are expected to perform work as subcontractors in connection with the Contractor’s work for the City. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days’ written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

EMPLOYEE VERIFICATION: The Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying

compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Contract to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Contract.

The Contractor binds itself to perform this Contract well and faithfully, to observe and comply with all the conditions and stipulations contained in the Bid Proposal, the Plans and Specifications, and the Contractor's Bid in every particular, and at all times to abide by and be held amenable and subject thereto, and to this Contract.

For performance hereunder according to the Bid Proposal, the Project Manual and Specifications, and the Contractor's Bid, the City binds and obligates itself to pay the Contractor the amount set forth in the Contractor's Bid.

Bond No. **[BOND NUMBER]**

And now to these presents personally came and intervened **[SURETY NAME]**, as surety (the "Surety"),

Who declared that it has read and taken full cognizance of the hereinbefore written contract between the City and the Contractor, and does hereby bind itself as surety for the faithful performance of all work called for in the Contract by the Contractor in the full sum of **[PRICE] AND [##]/100 DOLLARS** (\$_____.); and does further bind and obligate itself as surety for the payment by the Contractor of all payments to be made by the Contractor

under the Contract, in the full sum of **[PRICE] AND [##]/100 DOLLARS** (\$_____); each of the said bonds given herein to be considered separate and distinct, and no payment made by the Surety under either shall in any way reduce the obligations of the Surety under the other.

NOW THE CONDITION of this obligation is such that if the Contractor shall well and faithfully perform all and singular the obligations assumed by it in the Contract; and shall promptly pay all wages of laborers, workmen, or mechanics to be employed by it for all work done or labor performed by it, or by any sub-contractor; and shall promptly pay all furnishers of materials, supplied to itself or by any sub-contractor, or furnished to sub-contractors, and used in the construction, erection, alteration, or repair of the work called for by the Contract; and shall promptly pay for all materials or supplies furnished to the Contractor, or by any sub-contractor, or to any sub-contractor, for the use in machines used in the construction, erection, alteration, or repair of the work specified in the Contract; and shall fully secure and protect the City, its legal successors and representatives, from all loss or expense of any kind, including premises, including all costs of court and attorneys' fees, made necessary or arising from the failure, refusal, or neglect of the Contractor to comply with all of the obligations assumed by it; and shall likewise promptly deliver all the work called for by the Contract to the City, free from any and all such claims, liens, and expenses; then, this said bond shall become null and void, otherwise to remain in full force and effect.

No modifications, omissions, additions, in or to the terms of the Contract, in the Plans or Specifications, or in the manner and mode of payment, shall in any manner affect the obligations of the Surety in connection with the Contract.

The Contractor and the Surety consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive any pleas of jurisdiction on account of the

residence elsewhere of the Contractor or the Surety, under any applicable bond, as well as all pleas of discussion between the Contractor and the Surety under any applicable bond.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract effective the day and year first written above:

CITY OF NEW ORLEANS

By: MITCHELL J. LANDRIEU
MAYOR

FORM AND LEGALITY
APPROVED:
Law Department

By:

Printed Name:

[CONTRACTOR'S NAME]

By: [REPRESENTATIVE NAME]
Title: []
Tax ID No.: []

[SURETY'S NAME]

By: [SURETY'S REPRESENTATIVE]
Agent and Attorney-In-Fact

END OF SECTION 00500

SECTION 00600 BONDS AND CERTIFICATES

All Bonds shall be in the form prescribed by the Contract except as provided otherwise by applicable Laws or Regulations and shall be executed only by Sureties meeting the requirements and qualifications set forth herein. All Bonds are to be signed by a duly licensed resident agent and must be accompanied by a certified copy of such agent's authority.

If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Project or Work is located or it ceases to meet the requirements of paragraphs A. and/or B. below, the Contractor shall within twenty (20) days thereafter substitute another Bond and Surety, both of which shall comply with paragraphs A. and/or B.

A. Performance and Payment Bonds

Prior to the Owners signing the Agreement, the Contractor shall furnish and deliver performance and payment bonds each in the amount equal to one hundred percent (100%) of the Contract price, including but not limited to, obligations for actual damages and liquidated damages in accordance with the provisions in the Contract regarding delay in completion of the Work within the Contract Time as security for faithful performance and completion of the Work and payment of the Contractor's obligations under the Contract. The Contractor shall provide six (6) copies of the bonds. The Contractor shall also furnish such other Bonds as are required of the Contract.

B. Qualification of Surety – Performance and Payment Bonds

Any surety Bond written for the Owner shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A-rating in the latest edition of the A.M. Best's Key Rating Guide to write individual Bonds up to ten percent (10%) of policy holders' surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of La.-R.S. 38:2219.

C. Resident Agent Required

No surety will be accepted from a bondsman that does not have a permanent agent or representative in the State upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the State shall equal to service of notice on the president of the surety, even though approved and accepted by Owner subsequently remove its agency or representative from the State or terminate its residency or license in the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond from another company approved by Owner at no additional cost to Owner. The new Bond shall be executed upon the same terms and conditions as the original Bond.

D. Scope of the Bond and Obligation of the Surety

The Contractor's surety shall obligate itself to all terms and covenants of the Contract covering the Work to be performed hereunder. Owner reserves the right to order extra work or to make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of the bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for Owner the faithful performance of the Contract in strict accordance with the plans and specifications of the Contract. It shall protect Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Contract

institution of *concurus* proceedings, if such proceedings become necessary. Likewise, it shall equitably paid for such extra expense and services involved.

The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to Owner as guarantor jointly and *in solido* with the Contractor for fulfillment of the foregoing including, but not limited to any provisions for actual or liquidated damages.

E. Insurance

Refer to Attachment B Contract Terms and Conditions, Article 11 of General Conditions Section 00720 for the description of the required insurance certificates. Provide six (6) copies each of the insurance certificates.

END OF SECTION 00600

SECTION 00620
PAYROLL REPORTING
CAPITAL PRJOECTS PROGRAM COMPLIANCE SECTION

Article 1 – General

The City of New Orleans requires that all General Contractors and Subcontractors performing work on City construction projects over \$25,000 must submit weekly payroll reports on the wages paid their employees. Reports must now be prepared electronically through the use of an on-line program available at <http://www.LCPTracker.com>.

- 1.1. The LCP tracker system is a paperless on-line system of entering certified payrolls, as opposed to the previous method of submitting paper Prevailing Wage Rate forms, Affidavits of Prime Contractor, Subcontractor, Statements of Compliance, and Weekly Payroll Spreadsheets. Contractor and Subcontractors will now enter all payrolls and related information directly onto the on-line system. All project-specific wage rates and classifications will be indicated on-line, and the Contractor and Subcontractors will choose specific rates and jobs from a menu. If a classification is not indicated on the wage decision, the employee’s work classification must be identified by the Contractor and Subcontractors to the Labor Compliance Analyst indicated hereafter.

Article 2 – Instructions for Preparing Payroll Reporting Spreadsheets

- 2.1 Trades – The spelling of the classification or trade must be the same as it appears on the Wage Decision for this project. Classes of laborers or mechanics that are not listed should be classified in conformance with the wage determination. See articles below for apprentice, trainee, helper, foreman and superintendent.
- 2.2 Apprentices – Individuals may be employed as apprentices on a prevailing wage project provided they meet one of the following definitions:
 - A. A person is employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or State Apprenticeship Agency recognized by the Bureau, or;
 - B. A person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified to be eligible for probationary employment as an apprentice.
- 2.3 Trainees – Individuals employed as trainees must be persons registered in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs, and which have been so certified by that Administration.
- 2.4 Helper – This classification may be issued in or added to a wage determination only where (a) the duties of the helpers are clearly defined and distinct from those of the journeyman classification and from the laborer, (b) the use of such helpers is an established prevailing practice in the area, and (c) the term “helper” is not synonymous with “trainee” in an informal training program.
- 2.5 Apprentices and Trainees – Information on wage rates to be paid apprentices and trainees is not reflected in the Wage Decision. Similarly, their addition through the additional classification

procedure (conformance) is neither necessary nor appropriate. The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the Wage Decision. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the regulations and contract stipulations, or are utilized at the site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing in the classification of work they actually performed. This applies regardless of work classifications, which may be listed on the submitted payrolls, and regardless of their level of skill.

- 2.6 Foremen and Superintendents – The wage rates for bona fide supervisory employees are not regulated under the prevailing wage because their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent, and must be paid at least the appropriate wage rates specified in the wage determination

Article 3 – Submittal Requirements

- 3.1 The contractor will need a computer and an internet connection. There are Public Computers available at the City’s Public Libraries for those Contractors who may not have a computer and internet connection available.
- 3.2 Assistance is available through several sources from an on-line training manual to on-line seminars on the LCP Tracker that are offered every Tuesday at 11:00 am., and Thursday at 9:00 am. A City of New Orleans Labor Compliance Analyst is also available to help and to assist the Contractor and Subcontractors in setting up passwords in order to log-on to the system. Contact information is as follows:

Michelle Redler, Labor Compliance Analyst - meredler@nola.gov
1340 Poydras, Suite 1000 - New Orleans, LA 70112
(504) 658-4255

Taymia Muse, Labor Compliance Analyst - twmuse@nola.gov
1340 Poydras, Suite 1000 - New Orleans, LA 70112
(504) 658-4203

- 3.3 Please note that the Contractor must first register with the Labor Compliance Analyst to get set-up for a password in order to begin using the program. Bidders are advised that the Contractors and Subcontractors must submit their payroll reports through the LCP Tracker. Paper copies will not be accepted.

Article 4 – Wage Determination

- 4.1 In accordance with applicable Davis-Bacon requirements, all certified payroll submissions must be in accordance with the applicable Wage Determination, included immediately hereafter:

END IF SECTION 00620

General Decision Number: LA150045 05/15/2015 LA45

Superseded General Decision Number: LA20140045

State: Louisiana

Construction Type: Building

County: Orleans County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/23/2015
3	05/01/2015
4	05/15/2015

ASBE0053-001 09/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.35	7.74

ELEC0130-010 12/01/2014

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring).....	\$ 29.85	10.03

ELEV0016-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.74	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for

under 5 years of service as vacation pay credit.

ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35
CRANE PREMIUMS:		
50-150 Tons	\$1.75	
Over 150 Tons	\$2.25	

IRON0058-007 06/01/2014

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 20.40	8.07

PAIN1244-006 03/01/2014

	Rates	Fringes
GLAZIER.....	\$ 20.01	7.73

* PAIN1244-013 05/01/2015

	Rates	Fringes
PAINTER: Spray Only (Excludes Drywall Finishing/Taping).....	\$ 18.83	6.53

PLAS0567-001 07/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.76	6.19

PLUM0060-009 06/02/2014

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 28.13	11.16
PLUMBER (Installation of HVAC Temperature Controls; Excluding HVAC Pipe and Unit Installation).....	\$ 28.13	11.16

SHEE0214-010 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 26.71	11.93

	Rates	Fringes
BRICKLAYER.....	\$ 18.66	0.00
CARPENTER (Form Work Only).....	\$ 15.00	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 19.37	2.46
DRYWALL FINISHER/TAPER.....	\$ 16.55	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.21	4.90
LABORER: Common or General.....	\$ 13.09	0.00
LABORER: Mason Tender - Brick...\$	12.38	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.92	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 17.25	0.00
ROOFER.....	\$ 16.77	5.66
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.08	5.79
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00

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 a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 00720
GENERAL CONDITIONS OF THE CONTRACT
CITY OF NEW ORLEANS

These General conditions for use on designated City construction projects are based on the general format and responsibilities established in AIA document, A-201 and the supplementary conditions developed and issued by the City after consultation with the American Institute of Architects, local Architects, Engineers, and Contractors and represents a compilation of those requirements into one document.

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 The Contract documents are made up of the Owner-Contractor Agreement, the Conditions of the Contract, the Drawings if any, the Specifications (Project Manual), and all Addenda issued prior to and all modifications issued after the contract has been executed.
- 1.2 The term, "Project Manual" and/or, "Specifications" if used in the Contract Documents includes the Bidding Requirements, Conditions of the Contract and all divisions or parts of the specifications.
- 1.3 The Contract Documents form the entire agreement between the parties and supersedes all negotiations or agreements, either written or oral. The Contract Documents are complementary and what is called for in one is as binding as if called for by all.
- 1.4 The Contract Documents shall not be construed to create any contractual relationship between the Consultant and the Contractor. The Consultant shall be entitled to perform the obligations intended for his enforcement. The Contract Documents shall not create any contractual relationship between the Owner or Consultant and any Subcontractors.
- 1.5 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary and all materials, equipment, transportation; and services to be incorporated into the construction.
- 1.6 The term, "Provide" when used in the Contract Documents means the furnishing of all labor and materials, equipment, transportation, installation, and services required, directly or indirectly.
- 1.7 The Project is the total construction included in the performance of the requirements of the Contract Documents.
- 1.8 The Contract time is the number of calendar days included in the Contract Documents for completion of the Work specified therein.
- 1.9 A "day" is a calendar day of twenty four (24) hours measured from midnight to the next midnight. City of New Orleans contracts are based on a 7-day calendar work weeks. The contractor is expected to work on Saturdays and Sundays as required to meet his contractual obligations. The Contractor's utilization of 7-day calendar work weeks will be considered in the analysis of any requests for time extensions to the contract.
- 1.10 By entering into the Contract, the Contractor represents that he has visited the site, familiarized himself with the conditions under which the work is to be performed, and has correlated his observations with the requirements of the Contract Documents.

- 1.11 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work. The Contract Documents are complementary and what is required by one shall be as if required by all Documents
- 1.12 Extra payment will not be authorized for work that could have been determined by a careful examination of the site. This stipulation does not include underground obstructions unless information on such potential obstruction was made available to the Contractor during the Bid Period.
- 1.13 If there should be any discrepancy between information given on the Drawings, either written or drawn and information written in the Specifications, the Contractor shall notify the Consultant, who shall make a determination.
- 1.14 The various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner-Contractor Contract and any properly executed change orders thereto; the Supplemental Conditions; the General Conditions; the specifications; the instructions to bidders; the drawings. As between figures given to drawings and the scaled measurements, the figures shall govern. Detailed drawings shall be given precedence over general drawings.
- 1.15 The organization of the Specifications or the arrangement of the drawings shall not control the Contractor as to the division of the work among Subcontractors or trade.
- 1.16 Any reference to standards (such as ASTM-American Society for Testing and Materials), where the date is not specified, shall mean the latest edition of such standards published prior to the date of the Specifications, in accordance with the abbreviations referred to in the Technical Provision. Where such a reference is made, the applicable standard is hereby made a part of the Specifications, which refers to it to the same extent as if written out in the specifications in full.
- 1.17 The ownership of Construction Documents shall be in accordance with state and local laws.

ARTICLE 2 – CONSULTANT

- 2.1 The Consultant is the Architect, Engineer, or other lawfully licensed design professional engaged by the Owner to prepare the Construction Contract Documents, identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- 2.2 The Consultant and his mailing address shall be as indicated in the Advertisement for Bids and/or the Instructions to Bidders.
- 2.3 The Consultant and the Owner will provide general administration of the construction contract with the Consultant providing the administration of the Contract as related to the actual construction process and technical questions arising out of said construction. The undertaking of periodic visits and observations by the Consultant or his associates shall not be construed as supervision of actual construction.
- 2.4 The Consultant will visit the site periodically to familiarize himself with the progress and quality of the work. On the basis of his observations he will keep the Owner informed of the progress of

- the work, and shall submit weekly reports, with photographs. The Consultant will endeavor to protect the Owner against defects in the work.
- 2.5 The Consultant will not be responsible for nor control the construction means, methods, safety precautions and programs. The Consultant will not be responsible for the Contractor to carry out the work in accordance with the Contract Documents, or the Contractor's acts or omissions or the acts or omissions of his Subcontractors or employees.
 - 2.6 The Consultant shall have access to the site at all times and shall have the authority to reject work not in conformance with the Contract Documents.
 - 2.7 Based on his observations of the work, the Consultant shall evaluate the Contractor's Application for Payment and shall certify those amounts requested by the Contractor for which he is in agreement.
 - 2.8 The Consultant will render interpretations necessary for the proper execution of the work.
 - 2.9 Disputes between the Contractor and the Owner relating to the execution of the work or an interpretation of the Contract Documents shall be initially referred to the Consultant who shall render a written recommendation to the Owner.
 - 2.10 All interpretations and decisions of the Consultant shall be consistent with the intent of the Contract Documents.
 - 2.11 The Consultant will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples for conformance with the design concept.
 - 2.12 The Consultant will prepare change orders and will have authority to order minor changes, which do not alter the scope of the project, the Contract amount and/or time.
 - 2.13 The Consultant will review construction progress to determine the dates of Substantial Completion and Final Acceptance, and he will receive and forward to the Owner, for his review, written warranties and related documents required by the Contract Documents.
 - 2.14 The duties, responsibilities and limitations of the Consultant as the Owner's representative during construction, as set forth in the Contract Documents, will not be modified without written consent of the Owner and the Contractor.

ARTICLE 3 - OWNER

- 3.1 The Owner is the person or body identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- 3.2 The Owner shall, at the request of the Contractor, at the time of the execution of the Owner-Contractor Contract, furnish the Contractor reasonable evidence and purchase order number showing it has taken the necessary steps to set aside sufficient financial resources to fulfill its obligations under the Contract.
- 3.3 The Owner shall furnish, through the Consultant, all necessary surveys, physical and legal descriptions, and bench marks for the project.

- 3.4 The Owner will provide the Contractor, through the Consultant and at no charge, one (1) CD of the Contract Documents
- 3.5 The Owner shall forward all instructions concerning technical matters and the construction process through the Consultant.
- 3.6 The Owner may, if he so deems desirable, engage directly, a person on a part-time or full-time basis as Construction Manager, to view and report on the construction process. The Construction Manager will act as a liaison on behalf of the Owner as he so deems desirable between the Consultant, Contractor and the Owner. While the Construction Manager will act as a liaison, he will not be empowered to render interpretations or binding decisions for either the Owner or the Consultant. The Construction Manager shall have access to the site at all times.
- 3.7 If the Contractor fails to correct defective work or continually fails to carry out the work in accordance with the Contract Documents, the Owner, by written order, may order the Contractor to stop the work, or any portion thereof.
- 3.8 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence corrective actions. In exercising the rights and remedies under this Paragraph, the Owner shall proceed expeditiously. To the extent necessary to complete the corrective and remedial action, the Owner may exclude the Contractor from all or part of the site, take possession of all or part of the Work and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor, to which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents and employees such access to the site as may be necessary to enable the Owner to exercise its rights and remedies.
- 3.9 In the event the Owner exercises the rights and remedies specified in Paragraph 3.8, the Owner shall be entitled to an appropriate decrease in the contract price thru deductive change order. All direct, indirect and consequential costs of the Owner related to such rights and remedies shall be charged to the Contractor. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of the architects, engineers, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract time due to any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder. If funds are not available in the remaining contract balance, the Contractor shall pay the difference to the Owner.

ARTICLE 4 – CONTRACTOR

- 4.1 The Contractor is the person or body identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- 4.2 The Contractor shall study the Contract Documents and shall report to the Consultant any inconsistencies or omissions he may discover. The Contractor shall not be liable to the Owner or the Consultant for any damage resulting from such omissions in the Contract Documents.

- 4.3 The Contractor shall not perform any portion of the work without the Contract Documents and shall use only Shop Drawings and Product Data that has been reviewed by the Consultant.
- 4.4 The Contractor shall verify at the building and site all measurements relating to his work. If any discrepancy is found to exist between measurements given in the drawings and actual job or field dimensions, the Contractor shall notify the Consultant prior to proceeding with any part of the work affected by such discrepancy. The Contractor will be fully responsible for his using only drawings of the very latest dated revised sheets of record.
- 4.5 After reporting to the Consultant any error, inconsistency or omission he may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Consultants written decision.
- 4.6 In case of inconsistencies in the Specifications, or the Drawings, or between the Specifications and Drawings, the Consultant will determine which requirement will be the most consistent with the design intent.
- 4.7 The Contractor shall direct the work using his full attention and shall be entirely responsible for all construction means and methods.
- 4.8 The Contractor will be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and any other persons performing any of the work with the Contractor.
- 4.9 Unless otherwise provided in the Contract Documents, the Contractor shall provide and include in the scope of his work all labor, materials, equipment, tools, machinery, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 4.10 All materials which form a part of the work required to be executed under these Specifications must conform in all respects with the standard requirements named herein, or to other materials which have been submitted to the Consultant and have received his approval.
- 4.11 All material delivered on premises, for which the Owner has been billed, which is to form part of the work is to be considered the property of the Owner and is not to be removed without his consent, but the Contractor shall remove all surplus material from the job site.
- 4.12 Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be good quality. The Contractor shall if required furnish satisfactory evidence as to the kind and quality of materials.
- 4.13 Wherever a material, article or piece of equipment is identified on the Drawings, or in the Specifications by reference to manufacturer's or vendor's name, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any materials, article, or piece of equipment of other manufacture's or vendors which will perform adequately within the duties imposed by the general design will be considered provided the material, article, or piece of equipment so proposed is, in the opinion of the Consultant, of equal substance, appearance, and function, and that all technical data for the proposed substitution is submitted to the Consultant for approval in accordance with the requirements of this Project Manual.
- 4.14 The term, "Or Equal" or, "Or Approved Equal", shall mean, "In the opinion of the Consultant, who shall make the final decision on all equivalent materials or Products submitted by the Contractor." As provided for in Act 832 of the 1985 Legislative Session should the Contractor

desire to substitute a process, article, etc., other than those specified he must submit the proposed substitute to the Consultant prior to seven (7) calendar days of the bid date. Pursuant to Act 832 of the 1985 Legislative Session, the Consultant will make the acceptability or non-acceptability of the article known prior to three (3) calendar days, excluding Saturdays, Sundays and any other legal holidays, of the bid date by addendum.

- 4.15 The Contractor shall assume responsibility for the proper performance of materials or products submitted as "equal" to those specified. When it is necessary that electrical or mechanical rough-in and services, or other related work be changed as a result of substitutions, the Consultant must approve such alternate method of installation, and all such changes must be included with the substitution at no extra cost to Owner.
- 4.16 In all cases the burden of proof that the proposed product offered for substitution is equal or superior in construction and efficiency to that named in the Contract shall rest on the Contractor and unless the proof is satisfactory to the Consultant, the substitution will not be approved.
- 4.17 The Contractor shall secure all written warranties, guarantees, and manuals required in the Specifications and shall deliver them to the Consultant at the time of acceptance of Substantial Completion. Warranties on manufactured items shall be by the manufacturer to the Owner. The Contractor shall secure and provide the Owner with a Use and Occupancy Certificate prior to the final payment (retainage) being released by the Owner.
- 4.18 The Contractor shall guarantee, in writing all materials and workmanship for a period of one (1) year from the acceptance of that portion of the work, unless a longer period of time is indicated in a Technical Section of the specifications for a particular item or piece of equipment. Should a material supplier provide a warranty to the Contractor, which expires before the Contractor's warranty to the Owner, it is the Contractor's responsibility to obtain separate or extended warranties as needed to meet the guarantee provisions of this article.
- 4.19 The Contractor shall include verification of a building permit to the Consultant with the first partial payment request. Plumbing and electrical certificates must be secured when roughing-in is completed. The Contractor shall assume all fees for this work. Plumbing, electrical, mechanical, and other applicable inspection certificates must be presented to the Owner prior to or at the time of review for Substantial Completion.
- 4.20 On award of contract, unless otherwise specified, the Contractor shall take immediate steps to notify all Public Utilities and other interested parties of the requirements of the work, making necessary arrangements with these companies for the removal or rearrangement of any wires, poles, pipes, conduits, vaults, sewers, drains, catch basins, service lines, utilities and similar facilities, both overhead and underground, to accommodate in a proper manner the work which, to the fullest extent possible, the Consultant has indicated the scope and cost of such work in the Contract Documents. The Contractor shall pay for all replacement, removal, rerouting, relocation or alteration of existing facilities that are within the property limits and are necessary to carry out the work or to conform to the new conditions necessitated by the work. The City is not responsible for the coordination of Public Utilities.
- 4.21 The Contractor shall secure and pay for the plan review fee, the building permit and all other permits, licenses and inspections necessary for the proper execution and completion of the work.
- 4.22 It is the Contractor's responsibility to give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

- 4.23 The Contractor shall designate in writing to the Owner a competent, full time resident superintendent and/or project manager to supervise, control and direct the Work. The superintendent and/or project manager shall not be replaced without written notice to and approval by the Owner. The superintendent and/or project manager shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent and/or project manager shall be binding as if given to the Contractor. When requested by the Owner, the Contractor shall provide a management chart and a list of personnel comprising the Contractor's project staff and their areas of responsibility. All references herein to the superintendent and/or project manager shall be taken to mean the Contractor's superintendent and/or project manager staff. The superintendent and/or project manager shall, during the performance of the Work, remain on the Project site not less than eight hours per day, every day work is being performed on the project until termination of the Contract, unless a formal request is submitted and approved by the Owner or unless the job is suspended or the Work is stopped by the Owner.
- 4.24 The Contractor shall at all times provide competent and suitably qualified personnel to furnish and perform the Work in conformance with the requirements of the Contract Documents, and shall promptly remove from the site any person or organization that does not meet these requirements. The Contractor shall at all times maintain good order and strict discipline among its employee and shall require the same of its subcontractors, suppliers, or any other persons or organizations furnishing or performing the Work. The Owner may require, in writing, the Contractor to remove from the Project any such person or entity the Owner deems incompetent, careless or otherwise objectionable. Upon notification the contractor has ten (10) days to find suitable replacements in accordance with these specifications.
- 4.25 The Contractor warrants to the Owner and the Consultant that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all Work will be of free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective. If required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 4.26 The Contractor shall not be responsible for making certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Consultant and City, in writing, and any necessary changes shall be accomplished by appropriate change order.
- 4.27 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the Consultant and City, he shall assume full responsibility and shall bear all costs attributable thereto.
- 4.28 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Such persons as directed by the Owner shall supply for such items and amounts covered by these allowances, unless otherwise provided in the Contract Documents.
- a. These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

- b. the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
 - c. whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.
- 4.29 The Contractor must be fully qualified under all applicable laws for Contractors in effect at the time and at the location of the work before submitting his bid. The Contractor shall be responsible for determining that all of his Subcontractors are duly licensed in accordance with all applicable laws.
- 4.30 The Contractor shall provide competent engineering services to execute the work in accordance with the Contract requirements. He shall verify at the Project site all measurements relating to the work. All construction must be considered in relation to the actual location it shall occupy in the finished structure.
- 4.31 The Contractor will prepare and submit for Owner and Consultant's information an estimated progress schedule. The schedule will be submitted within fifteen (15) days of the, "Notice to Proceed" or at the pre-construction meeting, whichever comes first. The schedule will be submitted in a CPM format utilizing a (7) day calendar, and show the order in which the Contractor proposes to carry on the work, the date on which he will start each activity, the activity duration and the projected completion date for completing same. No work activity should have a duration more than (20) days. Along with work activities, the schedule should also contain an overall project hammock that shows the original duration, remaining duration and overall percent completion of the project. All activities except the initial Notice to Proceed (NTP) and final activital (Substantial Completion) shall have applicable predecessor and successor relationships. The schedule shall also contain milestone activities that include the NTP, complete piles/pile caps, building dry-in, complete MEP rough-in, permanent power, begin and end finish work (each), substantial completion (who's duration shall not exceed 45 days in accordance with the specifications) and project completion. The schedule should also include submittals and submittal review activities with 14-day standard review durations. These activities should tie to their respective work path and will be used to establish submittal review priorities by the Architect. Schedule reports should be submitted to the owner at biweekly meetings unless otherwise noted by the Owner. Submitted reports shall include a critical path report, two-week look ahead report and overall master schedule. The format for these reports will for each activity shall include activity ID, activity descriptions, original and remaining durations, percent complete, early start and early finish dates and total float for each activity. The Contractor will submit a digital copy of each schedule update on a CD in .pdf format and a P6 compatible format. The schedule once approved by the owner except for adjustments to the remaining durations, will not be modified by the Contractor without prior authorization by the owner. The Contractor shall update the schedule to show actual progress on a biweekly basis unless otherwise directed by the Owner. Modifications to the schedule shall be submitted in a frag-net or other CPM schedule format that highlights the modifications to the schedule and clearly shows the impact and the path of work being affected. If the Contractor fails to submit any of the information required by this Article, the Owner shall have the right to withhold payments due the Contractor until such time as the information is submitted.
- 4.32 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders, As-built Drawings, and other modifications, in good

order and marked currently to record all changes made during construction, including Shop Drawings, Product Data and Samples. The Contractor shall submit updated as-built drawings along with each monthly progress payment for review and approval by the Architect. Failure to submit updated as-built drawings may result in the withholding of monthly payments until such time as the information is submitted.

- 4.33 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- 4.34 The Contractor shall revise as necessary and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents. It shall be the Contractor's duty to have Subcontractors provide all necessary details in such numbers as indicated, for review by the Consultant, and the Contractor shall make sure that the stamp of review is on details before these are used on the job. All work not in accordance with the approved shop drawings and/or samples shall be rejected and must be removed from the site without delay.
- 4.35 By reviewing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto or will do so, and that he has checked and coordinated the information contained with such submittals with the requirements of the work and of the Contract Documents.
- 4.36 Any and all Shop Drawings used for the fabrication and/or installation of any equipment or materials in connection with this project must bear the proper review stamps of both the Consultant and the General Contractor. Failure to meet this requirement will be grounds for rejection of the work involved.
- 4.37 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Consultant's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submission and the Consultant has given written approval to the specific deviation.
- 4.38 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed and found acceptable by the Consultant.
- 4.39 The Contractor shall be entirely responsible for the work under his contract until acceptance as Substantially Complete. Until completion and acceptance of the work, he shall be responsible for the repair of damage or replacement of all or any portions of the Work that are rendered unacceptable.
- 4.40 Upon completion of the work and at the time of Substantial Completion, the Contractor shall provide revised Bid Documents and CD that record all changes made during construction, and shall deliver to the Consultant for transmittal to the Owner in the form of "record" drawings.

Final payment will not be made until the Owner receives these drawings and CD. The Consultant shall review the Contractor's "record" drawings prior to submission to Owner.

- 4.41 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- 4.42 Except where the Owner specifically grants use of existing facilities for use by the Contractor, he shall provide and maintain sanitary temporary toilets to be located where directed. Said toilets shall be enclosed, weatherproofed, and shall be kept in a sanitary condition at all times and shall meet all requirements of local regulations. At completion of the work, the temporary toilets shall be removed. Contractor shall comply with all health regulations of the State Board of Health. Contractor is to provide sufficient storage space by shed buildings for materials, which might be damaged through exposure to weather, and such sheds as needed for tools, etc. Contractor shall maintain access road and safety fences as required and shall leave site in first class condition at completion of Contract. He shall place all necessary guards and barricades at the job and, at night, he shall maintain suitable and sufficient lights until acceptance of work by Owner.
- 4.43 The Owner shall have the right to use any and all portions of the building that have reached such a stage of completion as to permit occupancy and substantial acceptance, if desirable to the needs or interest of the Owner, provided such occupancy does not hamper the Contractor or prevent his efficient completion of the Contract.
- 4.44 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.
- 4.45 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the work.
- 4.46 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up at the completion of the work, the Owner may do so as provided in these Documents and the cost thereof shall be charged to the Contractor.
- 4.47 Clean all glass; replace any cracked or broken glass, remove stains, spots, marks, and dirt from all surfaces; clean all fixtures and finished metal work; wash all concrete, tile, terrazzo, or stone floors; clean marble, and clean and wax all resilient floors. Plastic glazing shall be unscratched upon completion of cleaning.
- 4.48 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights, and shall save the Owner harmless from loss on account thereof.
- 4.49 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Representative, Consultants, Construction Manager, and their agents and

employees from and against all claims, damages, losses and expenses, including but not limited to; attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor further liable, agrees that he shall, at his own expense, defend any and all actions, suits or claims arising out of the performance of work as herein above defined and shall, at his own expense, pay all attorneys fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Owner, its agents, officials, or employees as a result of any such claim, Contractor shall, at his own expense, satisfy and discharge the judgment.

- 4.50 In any Claims against the Owner, Owner's Representative, Consultants, Construction Manager or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.51 The obligations of the Contractor shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 4.52 The Contractor shall include in his contract price, and install prior to final acceptance of the project, a bronze dedication plaque, a minimum of 24" x 36" in size, on all projects unless specifically waived in writing by the Owner. The plaque shall be prepared in accordance with the requirements established by the Consultant, and a layout drawing must be submitted to and approved by the Office of Public Relations prior to fabrication.
- 4.53 Ownership Interest Disclosure: The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and staffing that no other person holds an ownership interest in the contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

(Code Sec. 70-417.1):¹

¹ Applicable to contracts valued more than \$15,000 "to which the City is a party." Code Sec. 70-417.1, Ordinance 23986 M.C.S., June 1, 2010

4.54 Subcontractor Reporting: The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

(Code Sec. 70-417.1):²

4.55 EMPLOYEE VERIFICATION: Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

4.56 Non-Solicitation Statement: The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

4.57 Convicted Felon Statement: The Contractor swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

(Code Sec. 2-8[c]):⁴

² Applicable to contracts valued more than \$15,000 "to which the City is a party." Code Sec. 70-417.1, Ordinance 23986 M.C.S., June 1, 2010

³

⁴ Not applicable to "(1) donations to the City; (2) immovable property transactions which are conducted at public auction, not including leases of property; (3) agreements with federal o[r] state governmental entities and/or the various agencies/political subdivisions thereof; (4) legal claims resolutions; or (5) contracts to satisfy emergency needs during a declared emergency." Code Sec. 2-8 (e), as amended by Ordinance 24628 M.C.S., Oct. 26, 2011

ARTICLE 5 – SUBCONTRACTORS

- 5.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- 5.2 A Sub-Subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform any of the work. The term Sub-Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-Subcontractor or an authorized representative.
- 5.3 The Contractor within fifteen (15) days of the notice of intent to award a Contract shall furnish the Owner and the Consultant, in writing, the names of the persons, entities, material suppliers, and fabricators proposed for each principal portion of work. The Consultant will reply promptly notifying the Contractor of any proposed person or entity to whom he or the Owner has a reasonable objection after due investigation.
- 5.4 The Contractor shall not contract with any such proposed person or entity to which the Owner or the Consultant has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection after due investigation.
- 5.5 The Consultant's and Owner's approval or disapproval of any Subcontractor, person or organization will not relieve the Contractor of his responsibility for the work, nor will the approval of a particular Subcontractor or person or organization be construed as approval of any particular process or materials.
- 5.6 The Consultant or Owner will not attempt to settle differences between the Contractor and any of his Subcontractors or a person or organization with whom they have contracted.
- 5.7 By an appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contract all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Consultant. Said agreement shall preserve and protect the rights of the Owner and the Consultant under the Contract Documents with respect to the work to be performed by the Subcontractor. The Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Subcontractors. The Contractor shall make available to each proposed Subcontractor prior to the execution of the Subcontract, copies of the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-Subcontractors.

ARTICLE 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract.

- 6.2 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- 6.3 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Consultant any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects that may subsequently become apparent in such work by others.
- 6.4 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.
- 6.5 Should the Contractor wrongfully cause damage to the work or property of the Owner, or any other separate contractor, the Contractor shall promptly remedy such damage. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for any attorneys' fees and court or arbitration costs which the Owner has incurred.
- 6.6 If a dispute arises between the Contractor and any separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost to the Contractor responsible as determined to be just and fair by the Consultant.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 The contract shall be governed by the laws of the place where the project is located.
- 7.2 The Contractor shall comply with all laws of the State of Louisiana and local ordinances regulating the employment of labor upon public work, and in particular, Louisiana Revised Statute 38:2185 et. seq.
- 7.3 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.
- 7.4 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.
- 7.5 Should either party to the Contract suffer injury or damage because of any act or omission of the other party or any of his employees or agents, a claim shall be made in writing to such other party within a reasonable time after the first observance of such damage.
- 7.6 The Owner shall require the Contractor to furnish bonds covering the faithful performance of the work and payment of all obligations arising thereunder. The surety shall be bound *in solido* with

the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with the executed Contract, and six (6) copies. The bonds shall provide that the surety waives the requirements of notice of any change in the work, which does not exceed 20% of the Contract amount and of any extension of time granted to the Contractor. The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

- 7.7 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 7.8 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested, or approved, the Contractor shall give the Consultant timely notice of its readiness so he may observe such inspection, testing. The Owner shall pay the "direct cost" of all required and/or called for testing of materials to the authorized parties executing such tests. The Owner shall formally authorize all such tests; the Contractor shall be responsible for coordinating such tests.
- 7.9 The Consultant may if he determines that any of the work requires special inspection or testing, upon written authorization from the Owner, instruct the Contractor to order such special inspection or testing. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Consultants additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.
- 7.10 Claims, disputes, and other matters in question between the Contractor and the Owner shall not be settled by arbitration unless both parties agree to such proceedings. If arbitration is agreed upon, the Construction Industry Arbitration Rules of the American Arbitration Association shall be followed. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder, or in any other manner, the Consultant, his employees or Consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Consultant, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder, or in any other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 7.11 If arbitration is agreed to, notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Consultant. The demand for arbitration shall be made within a

reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

- 7.12 Unless otherwise agreed in writing, the Contractor shall carry on the work and adhere to the Contractor's Construction Schedule during all disputes or disagreements with the Owner. No Work shall be suspended, delayed or postponed pending resolution of any disputes or disagreements. The Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.
- 7.13 The Contractor will record the Contract between Owner and Contractor, and will advise Owner of date, book, and folio numbers. Contractor will be responsible for all costs incurred in the execution of the contract, including the Acceptance and Lien and Privilege Certificate. This shall include all fees and/or expenses of the Notary Public.

ARTICLE 8 – TIME

- 8.1 The Contract Time is the period of time, based on a 7-day calendar period, allotted in the Contract Documents for Substantial Completion of the work, including authorized adjustments thereto.
- 8.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established in the Agreement.
- 8.3 The Date of Substantial Completion of the work or designated portion thereof is the Date certified by the Consultant when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.
- 8.4 Time is of the essence and completion of the work must be within the time stated in the Contract, subject to such extensions as may be granted. The Contractor agrees to commence work no later than ten (10) days after the date of written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner shall suffer financial loss if the Project is not substantially complete in the time set forth in the Contract Documents. The Contractor and his Surety agree that the Owner may deduct the sum indicated in the Form of Proposal from the amount of compensation to be paid him for each day after the above mentioned completion time, Sundays, and holidays included, that the installation remains incomplete. This amount is agreed upon as the proper measure of the liquidated damages that the Owner will sustain per day, by the failure of the Contractor to complete the work at the stipulated time, and is not to be construed in any sense, as a penalty. The expiration of the time stipulated without the work having been completed shall in itself constitute a default without the necessity of any notice being given to the Contractor.
- 8.5 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Consultant or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, 110adverse weather conditions not reasonably anticipatable, or by any other cause which the Owner determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Consultant and the Owner may determine.

- 8.6 Any claim for extension of time shall be made in writing at the end of each month to the Consultant in order for them to be considered unless otherwise noted by the Owner. Claims for times extensions should include all required supporting documentation and a CPM analysis of the delay showing the schedule prior to the impact and a proposed revised schedule with activities noting the impact to the critical path and resultant extension of time to the original contract duration. The delayed path of work will be highlighted and clearly defined; otherwise it shall be waived. In case of a continuing delay only one claim is necessary. The Owner must approve all claims for extension of time.
- 8.7 Forces employed and rate of progress must be sufficient for the work as scheduled. If at any time the work lags, sufficiently increased forces and hours shall be used to maintain the schedule.
- 8.8 The completion date for this project shall be established by the number of days stipulated in the proposal and liquidated damages shall be assessed for every day beyond that date. If, however, the Contractor requests an extension of time beyond that date and the request is made in writing and if it is granted by the Owner, the date on which liquidated damages shall be assessed shall be altered accordingly.
- 8.9 The completion time shall be extended for extreme inclement weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of the number indicated in the Form of Proposal on which precipitation exceeded 0.1 inch, as recorded at the closest New Orleans Sewerage and Water Board rain gauge, or on which there are site conditions verified with and approved by the Consultant at the time of the delay, which does not permit work immediately after previous inclement weather. Changes in the Contract amount will not be authorized because of adjustment of contract time due to weather. For the purposes of the Contract, the Contractor agrees he may expect to be unable to work on the number of calendar days, due to inclement weather, indicated in the Form of Proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1 The Contract Sum is stated in the Owner-Contractor Agreement, and including authorized adjustments thereto is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract.
- 9.2 Within fifteen (15) days of the Notice to Proceed, or at the pre-construction meeting (whichever comes first) the Contractor shall submit to the Owner and the Consultant a Schedule of Values prepared on 8 ½" x 11 or 8 ½" x 14" sheets of white paper with rounded off cost figures to the nearest ten (10) dollars. The total of all items shall equal the total Contract sum. This schedule, when approved by the Owner and Consultant, shall be used only as a basis for the Contractor's Application for Payment. In general, the Contract sum shall be distributed in accordance with the types of work designated by the Divisions and Sections of the Specifications and if necessary into component parts of the Sections.
- 9.3 Monthly, the Contractor shall submit to the Consultant an itemized Application for Payment, notarized if required by the Owner, supported by such data substantiating the Contractor's right to payment as the Owner or the Consultant may require. Application for Payment shall be submitted between the first and the fifth of each month for the value of labor and materials incorporated in the work and of materials and/or equipment stored at the site as of the end of the preceding month, less retainage as follows:

- a. Projects with Contract prices up to \$500,000 - 10% of the Contract amount.
 - b. Projects with Contract prices exceeding \$500,000 - 5% of the Contract amount.
- 9.4 The contractor shall also submit DBE Utilization Reports with each application for payment in accordance with the City's Office of Supply Diversity requirements. The CNO Purchasing Division will issue an approval notice to your bid proposal with directions indicating how to obtain the online reporting documents.
- 9.5 The contractor shall submit the DBE Closeout Reports with the final invoice for the project. Documentation forms will be located in the same location of the monthly utilization reports
- 9.6 The normal retainage shall not be requested by or due the Contractor until expiration of the forty-five-day lien period and submission to the Consultant of a clear Lien and Privilege certificate.
- 9.7 Prior to the request for final (retainage) payment, the Contractor shall secure and provide the Owner with a Use and Occupancy Certificate.
- 9.8 Payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site. If approved in advance by the Owner, payments may be made for materials or equipment suitably stored in a bonded warehouse at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for materials and equipment stored off the site.
- 9.9 The Consultant will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor in writing his reasons for withholding a payment or a portion thereof.
- 9.10 The issuance of a Certificate for Payment will constitute a representation by the Consultant to the Owner, based on his observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract documents upon Substantial Completion); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Consultant shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences, or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.
- 9.11 After the Consultant has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.12 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from

payments to the Contractor on account of such Subcontractor's work. The Contractor shall by an appropriate agreement with each Subcontractor, require each Sub-Subcontractor to make payments to his Sub-subcontractors in similar manner.

- 9.13 The Consultant may, on request, and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Consultant on account of work done by such Subcontractor.
- 9.14 Neither the Owner nor the Consultant shall have any obligation to pay or to see to the payment of any moneys to a Subcontractor except as may otherwise be required by law.
- 9.15 No progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.
- 9.16 When applying for payment, the Contractor shall submit to the Consultant an original and three (3) copies of his application for payment. All four (4) copies shall be signed. All copies must be notarized, if required by the Owner, in order to receive consideration.
- 9.17 The Contractor shall submit, if requested by the Owner during the construction period, with each payment request a listing of Subcontractors who have worked during the period covered by the payment requested.
- 9.18 The Consultant may decline to certify payment, in whole or in part, to the extent necessary to protect the Owner, if in his opinion he is unable to make the representations to the Owner required elsewhere in this Article. The Consultant may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
 - a. defective work not remedied;
 - b. liens;
 - c. third party claims filed;
 - d. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - e. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
 - f. damage to the Owner or another Contractor;
 - g. persistent failure to carry out the work in accordance with the Contract Documents.
- 9.19 The Owner shall review the request for payment and shall pay all amounts certified by the Consultant with which he is in agreement in a timely manner as established by the City's "Req-to-Check" goals and standards for processing and paying City invoices. If the Owner pays less than the amount recommended by the Consultant, he shall notify the Contractor and the Consultant in writing of his actions and the reasons for the actions taken.

- 9.20 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete he shall prepare for submission to the Consultant a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Consultant on the basis of an inspection determines that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the work or designated portion thereof unless otherwise provided and agreed upon. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.21 When the project has been accepted as, "Substantially Complete" a, "punch list of incomplete items", and/or, "exceptions" and a dollar value related thereto will be prepared. Payment withheld from the Contractor will be the sum of the following items:
- a. Normal retainage for the completed portion of work.
 - b. Value of incomplete and/or "punch list" portion of work.
 - c. Value of recorded liens, third party claims filed, payroll under-payment claims as filed with the Contractor by the City.
- 9.22 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, and information, and observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance noted in said final Certificate, is due and payable.
- 9.23 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Consultant or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Consultant or Owner, the Owner may, at his option, contract to have the balance of the work completed and pay for such work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future City contracts. If the Surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the Surety.
- 9.24 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied including submission of a clear Lien and Privilege Certificate, (2) Consent of Surety, if any, to final payment, (3) a Use and Occupancy Certificate (4) satisfactory completion of all compliance requirements and acceptance by the City of all compliance documents and, (5) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor

may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- 9.25 If, after completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted.
- 9.26 The Owner shall prepare and record the Acceptance, and the Contractor shall furnish to the Consultant a clear lien Certificate from the Recorder of Mortgages forty-five (45) days after recordation of Acceptance.
- 9.27 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- a. unsettled liens,
 - b. faulty or defective work appearing after Substantial Completion,
 - c. failure of the work to comply with the requirements of the Contract Documents, or
 - d. terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

- 9.28 Should there be any defects in labor, material, or installations which were not previously discovered, and/or which have not been corrected by the time final payment is due, the Owner may, if he wishes, withhold from the final payment sufficient funds to cover the cost of making such corrections.
- 9.29 Contractor shall submit to Consultant an original and three copies of all warranties, guarantees, and maintenance manuals for distribution to the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. He shall take all reasonable precautions for the safety and shall take all reasonable steps to prevent damage, injury, or loss of the work itself and all material and equipment incorporated; other property at the site or adjacent thereto, and all employees or other persons affected by the work.

- 10.2 The Contractor shall give all notices and comply with all applicable law, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 10.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 10.4 When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.5 The Contractor shall be entirely responsible for the work under his contract until acceptance as Substantially Complete. Until completion and acceptance of the work, he shall be responsible for the replacement of broken, cracked, scarred or otherwise damaged glass as well as for the proper repair of damage to or replacement of all or any other parts or portions of the work including materials, fixtures and equipment furnished by the Contractor, his Subcontractors, or their Subcontractors.
- 10.6 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.
- 10.7 The Contractor shall comply with applicable safety and health regulations for construction published and in force as of the bid date by the Department of Labor, Bureau of Labor Standards, and any subsequent relations issued by the Department of Labor requiring compliance with the Occupational Safety and Health Act of 1970.
- 10.8 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Consultant.
- 10.9 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- 10.10 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided elsewhere in these conditions.

ARTICLE 11 – INSURANCE

- 11.1 Insurance shall be purchased and maintained in the name of the Contractor and shall contain the following limits and coverage extensions and, if necessary, purchasing an umbrella or excess liability policy:
- 11.2 WORKERS' COMPENSATION:
 - a. State Act - Louisiana Statutory Requirements; Provide Other States coverage;
 - b. Employer's Liability with Minimum acceptable limits of \$1,000,000;

- c. Waiver of Subrogation to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;
- d. Alternate Employer endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, volunteers, and employees;
- e. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

11.3 GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved form providing equivalent coverage, including Personal Injury and Advertising Injury; minimal acceptable aggregate limits as follows:
 - i. \$2,000,000 for projects valued under \$5,000,000;
 - ii. \$4,000,000 for projects valued from \$5,000,000 to \$10,000,000;
 - iii. \$5,000,000 for projects valued from \$10,000,001 to \$25,000,000;
 - iv. \$10,000,000 for projects valued over \$25,000,000.
- b. Products/Completed Operations Aggregate Limit; minimal acceptable aggregate limit to follow form the above project values acceptable;
- c. Coverage to be written on a per project aggregate basis;
- d. Additional Insured endorsement Forms #CG 20 10 and Form #CG 20 37, in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees and volunteers;
- e. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- f. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change;
- g. Care, Custody or Control of Property of Others;
- h. Coverage to be provided for explosion, collapse and underground property damage (x,c,u);
- i. Independent Contractors; and
- j. Contractual Liability

Note: The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverage for the Work in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy.

11.4 AUTO LIABILITY:

- a. Business Auto coverage shall be written on Form #CA 00 01 with minimal acceptable limit \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-Owned Autos;
- c. Additional Insured endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- e. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change;
- f. If transporting any pollutants, as defined by the policy, the policy is to include the Broad Form Transportation Pollution Form CA 99 48, or most current form available.

11.5 CONTRACTOR'S POLLUTION - If the construction project or the scope of services for this Contract involves pollutants of any kind, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of the Contractor;
- b. The insurance shall apply to bodily injury, property damage, including loss of use of damaged property that has not been physically injured, and defense, including costs and expenses incurred in the investigation, defense or settlement of claims;
- c. Minimum acceptable limits \$1,000,000; \$2,000,000 aggregate;
- d. Broad Form Named Insured endorsement;
- e. Fines, penalties and punitive damages to be included;
- f. Clean up costs to be included;
- g. Additional Insured endorsement in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- h. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- i. Sixty (60) days prior written notice of cancellation, non-renewal or adverse material change.
- j. If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of claims made coverage;

- k. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Contract is completed or terminated.

Note: If this coverage is required, then continuous Pollution Coverage shall be purchased and maintained or an extended discovery period in the name of the Contractor will be exercised for a period of three (3) years beginning from the time that the Work under this Contract is completed and accepted by the Owner and final payment made to the Contractor.

11.6 UMBRELLA LIABILITY – If applicable

- a. Following form of the underlying policies and scheduling the following underlying policies as applicable: Employer’s Liability, General Liability, Automobile Liability; and Pollution Liability;
- b. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

11.7 BUILDER’S RISK - The Contractor shall purchase and maintain Builder’s Risk insurance upon the entire Work at the site to the full insurable value thereof.

- a. The policy shall not contain a co-insurance requirement. The Contractor shall purchase the policy with Owner as the First Named Insured and maintain an “all risk” builder’s risk coverage on a replacement cost basis, including flood on the entire Work. These policies must at a minimum cover for such amount of the Work as is determined by the Engineer and/or Architect.
- b. This insurance shall include, the Contractor, Subcontractors, Sub-Subcontractors, and/or vendors deemed appropriate by the Contractor shall also be Named Insureds, and shall insure against the perils of fire, flood, and extended coverage and shall include, "all risk", insurance for physical damage including, without duplication of coverage, theft, mysterious disappearance, changes or extremes of temperature and/or humidity, operation of ordinance or law in an amount of ten percent (10%) of the project price, not to exceed \$1,000,000; mechanical breakdown or electrical injury, testing as appropriate for the type of project, earthquake and/or other earth movement, pile driving, debris removal, damage to any Work-related personal property in the open resulting from a non-excluded peril, vandalism and malicious mischief. Bidder shall include in bid, costs to determine required flood elevations.
- c. If not covered under the "all risk" insurance or otherwise provided in the Contract, the Contractor shall effect and maintain similar insurance on portions of the Work stored off the site when such portions of the Work are to be included in any applications for payment and such procedures have been approved by Owner.
- d. The property insurance shall include the fees of the Engineer and/or Architect necessary to be incurred in repairs or reconstruction of the work to be conducted under the Contract.
- e. The Builder’s Risk insurance shall be written and provided such that any portions of a building or site vacated by Owner to accommodate the Work are protected and covered by the terms of the insurance. The insurance shall not be cancelled or permitted to lapse because of such vacancy.

- f. Coverage is to provide for use and/or occupancy, without qualification, of any and all portions of the Work, or the premises where the Work is being conducted, whether the Work has been accepted by Owner or not.
- g. The Contractor shall obtain consent of the insurance company that no action will be taken with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- h. Coverage for Builder's Risk Soft Cost is to be included in the policy.

11.8 GENERAL SPECIFICATIONS AND REQUIREMENTS

ALL INSURANCE:

The Contractor shall purchase in its name and maintain at its sole cost and expense such liability and other insurance as set out in the insurance requirements of this Document. This insurance shall apply on a primary basis for all liability, demands, claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, including loss of use, or by anyone for whose acts any of them may be liable, and any insurance carried by Owner shall be excess and non-contributory. Additionally, the Contractor should be aware of, and comply with, any requirements of its own insurance policies.

If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage.

GENERAL REQUIREMENTS:

- a. Qualifications of Insurers:
 - i. All insurance required for this Contract shall be purchased and maintained by the Contractor from insurance companies that are duly licensed and lawfully authorized by the State of Louisiana to issue insurance policies for the limits and coverage so required. Such insurance companies utilized are to have a minimum rating of a "X" (ten) as of the most current edition of A.M. Best's Key Rating Guide.
 - ii. If the insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to Owner. Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.
- b. Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in

the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership, shall also be furnished.

c. Certificates of Insurance/Policies of Insurance:

- i. The Contractor shall deliver to Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance, which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that prior to the commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, the Contractor shall furnish to Owner the certificates of insurance and a copy of the additional insured endorsement(s) to the policies required in this Document. It is imperative that the certificates show all form numbers and edition dates and that all Certificates are in compliance with this Document. Where Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) forms do not provide the coverage, then, at a minimum, "sample" or "draft" policies and/or forms and endorsements shall be furnished to Owner attached to the Certificate.
 - ii. All Certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. Owner may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.
 - iii. If the ACORD Certificate of Insurance Form is used, the cancellation portion of the Certificate to be modified by deleting the words "endeavor to" which appear before the number of cancellation days and by deleting the phrase "but failure....agents or representatives." The Certificate shall also be modified by stipulating that Owner will receive thirty (30) days prior written notice of any material adverse change(s) to and/or non-renewal of the respective policy(s). All Certificates of insurance shall list all endorsements attached to the respective policies and if the listed endorsements are not ISO and/or NCCI forms then a copy of the endorsements to be attached to the respective Certificate of Insurance. Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Owner reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to Owner within ten (10) days of the written request.
 - iv. Any and all communications regarding the insurance policies shall include the Project name, Project number, proposal number and Owner's address as identified in the Contract.
- d. Objection by Owner: If Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.
- e. Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as provided herein, the Contract, at the election of the

Owner, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- f. No Waiver of Liability: Acceptance of evidence of the insurance requirements by Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under this Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any of the insurance coverage(s) maintained by Owner is/are to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
- g. No Recourse against the Owner: the insurance companies issuing the policies shall have any recourse against Owner for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
- h. Owner's Liability Insurance: In addition to the insurance required to be provided by the Contractor above, Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect Owner against claims which may arise from operations under the Contract.
- i. Continuing Completed Operations Liability Insurance: For at least three (3) years following acceptance of the Work by the Owner and final payment made to the Contractor, the Contractor shall purchase and maintain in its name Commercial General Liability Insurance and, if necessary, Umbrella and/or Excess Liability Policy, both applicable to liability arising out of the Contractor's Completed Operations, with a limit of not less than the minimal acceptable aggregate limits indicated in this Document described as Insurance Requirements. The Continuing Commercial General Liability Insurance shall be written on ISO occurrence Form #CG 00 01 or pre-approved form providing equivalent coverage) and shall, at a minimum, cover liability arising from Products/Completed Operations, minimal Products/Completed Operations Aggregate Limit that applies to the Liability Limit indicated in this Document and liability assumed under an insured contract.

ARTICLE 12 - CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, Contractor, and the Consultant, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- 12.2 The Owner, without invalidating the Contract, and thru the issuance of a Construction Change Directive, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the contract Time being adjusted

accordingly. All such changes in the work shall be finalized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

- 12.3 The cost to the Owner resulting from a change in the work shall be determined by unit prices stated in the Contract Documents or by the sum of: (a) material, supervision, and labor costs, (b) sub-contract costs, and (c) overhead and profit. The credit to the Owner resulting from a change in the work shall be the sum of: (a) material and labor costs including supervision, and (b) sub-contract cost.
- 12.3.1 Before a Change Order is prepared, the Contractor shall provide and deliver, to the Consultant utilizing the “State of Louisiana Facility Planning & Control Construction Contract Change Order Format and document in accordance with the included instructions. Spreadsheet and instructions can be obtained at: http://www.doa.louisiana.gov/fpc/I_to_D_Link_Files.htm, Item 30, Change Order Form (Excel).
- 12.4 When applicable, as provided by the Contract, the cost to the Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be submitted by the Contractor and approved by the Consultant. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.
- 12.5 Any Change Order resulting in an addition or reduction to the Contract must be presented to and approved in writing by the Owner before proceeding to execute the work. Approval may be in the form of a letter of intent issued by the Owner, Construction Change Directive or execution of the Change Order.
- 12.6 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Consultant written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property.
- 12.7 If the Contractor claims that additional cost is involved because of, but not limited to; (1) any written interpretation, (2) any order by the Owner to stop the work where the Contractor was not at fault, (3) any written order for a minor change in the work, or (4) failure of payment by the Owner, the Contractor shall make such claim within twenty days after the occurrence.
- 12.8 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Consultant written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property.
- 12.9 The Consultant will have the authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.
- 12.10 The Contract time shall only be adjusted if an event occurs that changes the duration of the critical path indicated on the Contractor’s Construction Schedule, and that event is beyond the Contractor’s control. Such events shall include, but not be limited to, acts by the Owner or others performing work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions as previously defined in this document, or acts of God.

- 12.11 All proposed or requested changes in the Contract time shall include an analysis showing the actual effect of the event on the critical path indicated in the Contractor's Construction Schedule. No request for an adjustment in the Contract time shall be valid if not submitted in accordance with the Contract Documents.
- 12.12 In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by the Contractor or anyone for whose acts the Contractor is responsible, or delays caused by events beyond the control of the Contractor, Consultant or the Owner.

ARTICLE 13 - UNCOVERING AND CORRECTION OF WORK

- 13.1 If any portion of the work should be covered contrary to the request of the Consultant or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for his observation and replaced at the Contractor's expense.
- 13.2 If any other portion of the work has been covered which the Consultant has not specifically requested to observe prior to being covered, the Consultant may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and the replacement thereof shall, by appropriate Change Order, be charged to the Owner. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contract in which event the Owner shall be responsible for the payment of such costs.
- 13.3 The Contractor shall bear all costs involved, including compensation for any Additional Services by the Consultant that were made necessary, in promptly correcting any work rejected by the Consultant as failing to conform to the Contract Documents.
- 13.4 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment, or within such longer period of time as may be prescribed by law, or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 13.5 If the Contractor does not proceed with correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay for the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days and written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Consultant's Additional Services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference will be charged to the Contractor and an appropriate change Order will be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

- 13.6 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14 - TERMINATION OF THE CONTRACT

- 14.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which an extension of time is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient at the cost of the Contractor and/or its surety. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.
- 14.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Consultant for Additional Services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner as the case may be, shall be certified by the Consultant and this obligation for payment shall survive the termination of the Contract.
- 14.3 If an agreed sum of liquidated or stipulated damages has been established, termination by the Owner under this Article will not relieve the Contractor of his obligations under the liquidated or stipulated damages provisions and the Contractor shall be liable to the Owner for per diem liquidated or stipulated damages, unless it is shown that the Owner did not have proper and sufficient grounds to terminate the contract for non-performance by the Contractor.

ARTICLE 15 - STATE LICENSING REQUIREMENTS

- 15.1 Projects over fifty Thousand Dollars (\$50,000.00) will be awarded only to General Contractors or Subcontractors who are licensed under Contractors' Licensing Law RS 37:2151-2163 State of Louisiana. Contractors shall submit to the Consultant evidence that they hold license of proper classification in full force and effect before the project is awarded.

ARTICLE 16 - MINIMUM WAGES

- 16.1 The minimum wages to be paid laborers and mechanics shall be the prevailing wages for corresponding classes of laborers and mechanics employed on projects of character similar to the Contract work. All Contractors and/or Subcontractors shall, in every respect, strictly comply with the provisions of Ordinance No. Calendar No. 15,065 dated September 1, 1988. Every Contract based upon the Specifications shall meet the requirements of Section 2-42 Ordinance 828 M.C.S.

and all shall contain the stipulations referred to in Article 22. Federal wage rates are included in the Project Manual or will be issued by addendum on all projects with an estimated contract value in excess of Twenty-Five Thousand Dollars (\$25,000) or Two Thousand Dollars (\$2,000) in the case of federally funded projects.

ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY

17.1 In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

ARTICLE 18 – SURETY

- 18.1 As set forth in La. R.S. 38:2219, any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide.
- 18.2 No surety or insurance company shall write a bond which is in Excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of ten percent of policyholder's surplus as shown by A.M. Best.
- 18.3 The surety bond submitted must be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
- 18.4 The surety bond must be countersigned by a Louisiana licensed agent authorized to represent the surety or insurance company writing the bond and that agent's power of attorney must be attached to the bond submitted.

ARTICLE 19 - NOTARIAL FEE

08/06

19.1 The Contractor is to sign before and pay the fee of the City Notary for his Contract. Forty-five (45) days after the City Notary has filed the acceptance of the Contract, the Contractor is entitled to payment of his final retainage subject to presentation of a Clear Lien Certificate from the Recorder of Mortgages. The cost incurred in recording the Lien Certificate shall be paid for by the Contractor. Indicated below is the fee schedule, which applies to the notarial work for this project:

Under \$1,000.00	\$	150.00
Between \$1,000.00 and \$49,999.99	\$	275.00
Between \$50,000.00 and \$499,999.99	\$	700.00
Between \$500,000.00 and \$999,999.99	\$	1,500.00
Between \$1,000,000.00 and \$5,000,000.00 or over	\$	3,000.00

In addition to the above fees, also to be collected are the actual costs of recording said act and photocopying at the rate of 50 cents per page. All affidavits of acceptance or substantial completion are \$60.00 plus actual recordation costs.

ARTICLE 20 - BROKERAGE FEE

20.1 The Contractor warrants that he has not employed any person to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of New Orleans the right to terminate the Contract, or, at the discretion of the City of New Orleans, to deduct from the Contract price or consideration, the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or commissions secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. No elected official or employee of the City of New Orleans shall be permitted to share any part of this Contract or any benefit that may arise therefrom, and any Contract made by the City of New Orleans in which he shall be personally interested shall be void, and no payments shall be made thereon by the City of New Orleans or any officers thereof, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

ARTICLE 21 - LEAD BASE PAINT

21.1 Paints containing lead shall not be used in connection with this project.

ARTICLE 22 - SECTION 2-42 ORDINANCE 828 M.C.S.

AN ORDINANCE to amend and re-ordain Section 2-42 of Ordinance 828 M.C.S. known as the Code of the City of New Orleans, relating to provisions to be contained in the advertised specifications submitted to prospective bidders for contracts in excess of Twenty-Five Thousand and NO/100 (\$25,000.00) Dollars, for construction, alteration or repair, including painting and decorating, of public buildings or public works of the City of New Orleans, providing for the payment of minimum wages to laborers and mechanics employed on such projects.

- a. The Contractor and each of his Subcontractors shall pay all mechanics and laborers employed directly upon the site of work, unconditionally and not less than once a week, without subsequent deduction of rebate on any account except deductions required by law or authorized by the employee, wages at rates of pay not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist

between the Contractor and Subcontractor or Sub-Subcontractor and such laborers and mechanics.

- b. The scale of wages to be paid shall be posted by the Contractor and each Subcontractor in a prominent and easily accessible place at the site of the Work.
- c. After notification of the award of Contract the principal Contractor shall submit to the Director of Finance of the City a list of all Subcontractors employing mechanics and laborers for the performance of work directly upon the site of the project.
- d. Each Contractor shall submit to the Director of Finance of the City, simultaneously with each request for payment of Contract funds pursuant to the terms of his Contract with the City, or at least one time each week, whichever is the shorter period, but not later than seven work days following completion of the work week reported upon in a payroll, a certified copy of each weekly payroll, including the payroll of each Subcontractor, on work covered by this section, containing the name, job classification, social security number, number of hours worked each day (regular and overtime), rate of pay including overtime rate, fringe benefit payments, all payroll deductions other than those required by federal, state or local statutes, and the total amount earned during said period by each employee on such covered work.
- e. If the Contractor or any of his Subcontractors employing mechanics or laborers directly upon the site of the work fails to pay the wages provided for in the Specification, the Director of Finance may, after thirty (30) days written notice to the prime Contractor, cause to be withheld from the Contractor so much of the accrued payments as may be considered necessary to pay laborers or mechanics employed by the Contractor or any of his Subcontractors on the work the difference between the rates of pay required by the Contractor to be paid laborers or mechanics on the work and the rates of pay received by such laborers and mechanics.

In the event the Contractor or any of his Subcontractors employing mechanics or laborers directly upon the site of the work fails to submit the payrolls provided for in subsection (4) of this section, the Director of Finance may, after thirty (30) days written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such payroll are submitted.

ARTICLE 23 - EMPLOYMENT OF STATE RESIDENTS

- 23.1 Pursuant to Act 361 of the 1984 Regular Session of the State Legislature eighty (80) percent of the persons employed in fulfilling the requirements of this contract shall be residents of the State of Louisiana.

ARTICLE 24 - SUSPENSION OF PAYMENTS

- 24.1 The City may suspend payments to the Contractor for failure to comply with any provisions (including rules, regulations and reporting requirements pertaining thereto) of Executive Order 83-02, Executive Order 84-01, or Sections 2-41 and 2-42 of the Code of the City of New Orleans.

If this contract is wholly or partially funded with federal funds, the City may suspend payments to the Contractor for failure to comply with any provisions (including rules, regulations and reporting requirements pertaining thereto) of the Davis-Bacon Act, the Copeland (Anti-Kickback) Act and the Contract Work Hours and Safety Standards Act, and if funded by the U.S.

Department of Housing and Urban Development any provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701U).

ARTICLE 25 - SIDEWALK/ROADWAY MAINTENANCE FEE & PERMIT

25.1 Effective August 1, 1992, pursuant to City Council Ordinance No. 17,753, a permit and Bond and fees are established in accordance with the schedule indicated below for the use or obstruction of public sidewalks or roadways in connection with this project. The permit will be issued by the Traffic Engineering Section of the Public Works Department, Room 6W03, City Hall. Questions concerning these requirements should be referred to that Department.

Schedule A - Maintenance and/or Repair Bond

<u>Sidewalk Bond</u>	
Brick or Stone	\$250.00 per sq. yd.
Concrete	\$100.00 per sq. yd.
<u>Roadway Bond</u>	
Roadway	\$250.00 per sq. yd.

Schedule B - Roadway Fee

		8' x 22'	8' x 100'	8' x 200'
		to	to	to
Completion Time		8' x 100'	8' x 200'	8' x 300'
1 - 7	Days	\$50.00	\$100.00	\$200.00
8 - 30	Days	\$100.00	\$150.00	\$300.00
31 - 90	Days	\$1,550.00	\$200.00	\$400.00
91 - 180	Days	\$300.00	\$400.00	\$600.00
181 - 270	Days	\$500.00	\$600.00	\$800.00
270+	Days	\$600.00	\$800.00	\$1,000.00

ARTICLE 26 - NON-FRIABLE ASBESTOS

26.1 All contractors submitting a bid on this project shall comply with the licensure requirements of the Contractors Licensing Law. Under the provisions of La. R.S. 37:2150, et seq., if the contractor encounters friable asbestos, such contractor shall comply with the certification requirements of the Department of Environmental Quality. However, the handling of non-friable asbestos materials does not require the Department of Environmental Quality certification and does not require a specialty license from the Contractor's Licensing Board.

ARTICLE 27 – AUDIT AND OTHER OVERSIGHT

27.1 The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120 (relative to the operations and authority of the City Inspector General).

- 27.2 City Officials and/or their designated representatives shall have the right to: (a) Audit, evaluate, investigate, and inspect the activities, records, and individuals with contracts, subcontracts, procurements, grants, agreements, and other programmatic and financial arrangements undertaken by city government and any other function, activity, process, or operation conducted by city government.
- 27.3 The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to the City, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for the City.
- 27.4 It is agreed that the contractor or applicant will abide by all provisions of City Code Sec. 2-1120, including but not limited to City Code Sec. 2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

(Code §2-1120):⁵

ARTICLE 28 – INCLEMENT WEATHER PROVISIONS

- 28.1 Inclement Weather - includes exhibiting abnormal conditions as a result of stormy, extreme and/or intemperate weather activity. For construction operations, these conditions must exhibit adverse effect at the project site that limits the contractor's ability to perform work in those areas on weather affected days.
- 28.2 Extensive Inclement Weather - includes adverse weather conditions defined as floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes or other cataclysmic natural phenomenon.
- 28.3 Abnormal Conditions - includes weather conditions that exceed the__ year average or the ___ year maximum monthly rainfall, climatic temperatures, or snow statistics outside of a given value.
- 28.4 Entitlement - Contractor is entitled to time extensions that have been reported and demonstrated to have impacted their construction schedule's critical path.
- 28.5 Measurement - Weather conditions will be a comparison between the actual weather experienced on the project with historical norm for the same location as noted in this section, paragraph 28.6. Supplementary resources may be obtained via Orleans Parish Sewer and Water Board records of nearest Orleans Parish Pumping Station activity from the period identified as being weather impacted.

⁵ Not applicable to "contracts with other governmental agencies or to contracts where the City of New Orleans is the recipient of funds." Code §2-1120 (21)

28.6 Reasonably Anticipated Adverse Weather Days – The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>7</u> days	May	<u>5</u> days	September	<u>7</u> days
February	<u>7</u> days	June	<u>7</u> days	October	<u>5</u> days
March	<u>5</u> days	July	<u>10</u> days	November	<u>4</u> days
April	5 days	August	<u>10</u> days	December	<u>7</u> days

The Contractor shall ask for total adverse weather days; the Contractor’s request shall be considered only for days over the allowable number of days stated above. An increase in contract time due to weather shall not be cause for an increase in the Contract Sum.

Note: Contract is on a calendar day basis.

28.7 Measurement Options - Contractor may exercise the option to provide a certifiable tracking report using daily reports or monthly progress reports at the end of each month. If the actual weather experience on the project exceeds the norm, the contractor must delineate how this abnormality or unusual severe weather delayed the project.

28.8 Impact - Contractor must demonstrate that the adverse weather experienced on the project site limited the ability to perform work on those areas affected by the weather. This demonstration should include a critical path analysis with supporting documentation that includes the Contractor's onsite supervisor’s daily job site reports or the inspector's daily reports. Additional documentation or evidence may be solicited.

28.9 Extended Impact - Contractor may experience adverse site conditions - beyond the actual occurrence of the day of inclement weather - that inhibit or will not allow work to be performed. The contractor shall confirm those conditions in writing with CPA, inspector or architect.

ARTICLE 29 – REQUEST FOR INFORMATION

29.1 All requests for information from individuals and agencies or any media outlet should be directed to the City’s designated Project Manager who will refer them to the Mayor’s Office of Communications.

END OF SECTION 00720

SPECIAL CONDITIONS FOR FEMA CONTRACTS

These special conditions are for use on designated City construction projects that have FEMA Public Assistance funding.

1. TERMINATION FOR CAUSE. City and Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.
2. TERMINATION FOR CONVENIENCE. City shall have the right to terminate this Agreement without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.
3. RECORDS RETENTION AND ACCESS:
 - a. The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Management Agency, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are pertinent to this contract for the purpose of making audit, examination, excerpts, and
 - b. The Contractor shall retain all required records for three years or until such time as the State of Louisiana or the City of New Orleans make final payments and all other pending matters related to the contract are closed.
4. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference.
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60),
 - b. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
 - c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 - d. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);

- e. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
 - f. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
5. NOTICES: Except as otherwise provided, this contract contains no requirements pertaining to reporting, patent rights, copyrights, or rights in data.
6. REMEDIES AND SANCTIONS AGAINST CONTRACTOR DEFAULT: The City retains all rights and recourse under Louisiana law to enforce this contract or recover damages in connection with any Contractor breach or violation hereof.

END OF SECTION 00730

SECTION 00740
CDBG COMPLIANCE PROVISIONS
FOR
CONSTRUCTION CONTRACTS

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS
17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT

21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
27. BREACH OF CONTRACT TERMS
28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES
32. ASSIGNABILITY
33. INTEREST OF CONTRACTOR
34. POLITICAL ACITIVITY
35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
36. DISCRIMINATION DUE TO BELIEFS
37. CONFIDENTIAL FINDINGS
38. LOBBYING
39. FEDERAL LABOR STANDARDS PROVISIONS
40. ARCHITECTURAL BARRIERS ACT OF 1968

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- iii. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- vi. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor

may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- iii. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- iv. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Contractor, or any subcontractor, at any time, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

00740-2

DIVISION 0 – STANDARD
Version 5.11.15

DRU – CDBG Compliance Provisions
Construction – Version (06/09)

Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - i. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring

hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - xii. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
(applicable to contracts and subcontract over \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	<i>(see table below)</i>
Goals for female participation:	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs

construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the **subcontract**; **estimated** starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):*

4. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

00740-8

DIVISION 0 – STANDARD
Version 5.11.15

DRU – CDBG Compliance Provisions
Construction – Version (06/09)

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to

00740-9

DIVISION 0 – STANDARD
Version 5.11.15

DRU – CDBG Compliance Provisions
Construction – Version (06/09)

comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead-Based Paint Hazards
(include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

- B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. **Danger Signals and Safety Devices (Modify as Required)**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder

shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee

in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the

contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows:

**Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development
Office of Labor Relations**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- A. 2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is

held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- A. 3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with

prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

- (b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).
 - (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

A. 4. **Apprentices and Trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- A. 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- A. 6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- A. 7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- A. 8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- A. 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- A. 10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- A. 11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any

proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq. 40 USC 3701 et seq.

- (3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form HUD-4010 (06/2009) Previous editions are obsolete

ref. Handbook 1344.1

40. ARCHITECTURAL BARRIERS ACT OF 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA requires that covered buildings comply with the Uniform Federal Accessibility Standards (UFAS). The ABA does not cover privately-owned housing, but covers buildings or facilities financed in whole or in part with Federal funds. The ABA applies to public housing (24 CFR 40), and to buildings and facilities constructed with CDBG funds (24 CFR 570.614). In practice, buildings built to meet the requirements of Section 504 and Title II of the ADA will conform to the requirements of the ABA.

End of Section 00740

00740-25

DIVISION 0 – STANDARD

Version 5.11.15

*DRU – CDBG Compliance Provisions
Construction – Version (06/09)*

00740-26

DIVISION 0 – STANDARD

Version 5.11.15

*DRU – CDBG Compliance Provisions
Construction – Version (06/09)*

SECTION 00750

SECTION 3 COMPLIANCE PACKET FOR CONTRACTORS

Section 3 requires that, to the greatest extent feasible, opportunities for training and employment will be given to (1) *low- and very-low income residents of Orleans Parish* (the percentage determination of the median family income for the City of New Orleans, as taken from the most recent census). Both the Prime Contractor and applicable subcontractor(s) must submit a Section 3 Compliance Packet. Section 3 also requires that work in connection with the project will be awarded to (2) *business concerns that provide economic opportunities to low- and very-low-income residents of the City, including business concerns that is 51% or more owned by low- and very-low residents, or provides subcontracting or business development opportunities to businesses owned by low- and very-low income residents, including Youthbuild program participants.*

SECTION 3 COMPLIANCE PACKET INSTRUCTIONS

- 1) All bidders must read and understand the Section 3 Compliance Packet.
- 2) All bidders must fill in the appropriate spaces.
- 3) The following lists of attachments are to be completed by all bidders and *must* be submitted prior to the bid award.

Attachment One (1) is the Goal Statements that are enforced on all Section 3 covered projects.

Attachment Two (2) is the Current Employee Roster. This roster will consist of the bidders current employees who will be classified employees on the prospective job site. The current roster will also include the employees' work title/classification, their Section 3 status, monthly salary and it will also determine if the employee's salary fall below the median income. This determination can be made by referencing the Fiscal Year Income Limit Documentation System's income limit summary.

Attachment Three (3) is the Anticipated Contractor Hiring for new employees.

Attachment Four (4) is the Subcontractor Listing that lists the various subcontractors that will be needed to complete the project.

Attachment Five (5) is the Good Faith Documented Efforts that are required by each contractor to achieve compliance.

- 4) After a contract is executed it will be up to each individual contractor to develop and submit their own Section 3 Plan for the City's approval.

PLEASE READ AND COMPLETE THE INFORMATION BELOW. BY COMPLETING AND SIGNING THESE FORMS, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND AND WILL ADHERE TO THE REQUIREMENTS OF SECTION 3 COMPLIANCE.

PROJECT NAME _____

POLICY

_____, company liaison, is committed to comply with Section 3 of the U.S. Housing and Urban Development (HUD) Act of 1968 (the training and employment of low- and very-low income residents of the project area, particularly those who are recipients of government assistance for housing and the utilization of business concerns that provides economic opportunities to low- to very-low income residents of the City, including business concerns that is 51% or more owned by low- and very-low income residents; employs a substantial number of low- or very-low income residents, or provides development opportunities to business owned by low- or very-low income residents, including Youthbuild program participants.

Notice of this policy will be placed in plain sight on the job location for the benefit of interested parties, and all contractors and subcontractors will be so notified. All Equal Employment Opportunity (EEO) Posters will be displayed, as required.

RESPONSIBILITY

_____, City employee, City of New Orleans, Louisiana, has been appointed as Equal Opportunity/Section 3 Officer, to coordinate the City's Section 3 efforts, to advise and assist key personnel and staff on Section 3, to officially serve as focal point on Section 3 complaints, and the on-site monitoring of Prime Contractors and Subcontractors to ensure the implementation and enforcement of the Section 3 Compliance Packet. The approval or disapproval of the Section 3 Compliance Packet is the ultimate responsibility of the City of New Orleans. Documentation will be retained, on file, in the appropriate office for monitoring by Department of Housing and Urban Development's FHEO staff.

AFFIRMATIVE CONTRACTING AND SUBCONTRACTING

_____ sets the following goals for contracting and hiring Section 3 business concerns and residents, as stated in Attachment #1.

The City shall inform each Contractor of the Section 3 requirement and insure compliance. All Section 3 Compliance Packets shall be reviewed and approved by the City's Equal Opportunity/Section 3 Officer and maintained in said office for monitoring by the U.S. Department of Housing and Urban Development's FHEO staff.

_____ (Section 3 liaison) will maintain all necessary reports on time will insure that all contractors/subcontractors submit the required Section 3 Compliance Packets.

The Prime Contractor will assume responsibility for submission of both the Prime Contractor's and Subcontractor(s) Section 3 Compliance Packet for all contracts in excess of \$100,000.

1. The subcontractor(s) Section 3 Compliance Packet shall be reviewed for accuracy by the Prime Contractor and evidenced, in writing, prior to submitting said Compliance Packet for approval to the City of New Orleans' Equal Opportunity/Section 3 Officer.
2. The Prime Contractor and Subcontractor(s) shall set forth a method for the review of workforce needs, goals, and recruitment methods.
3. Workforce recruitment methods shall be in compliance with the goals of the Section 3 clause regarding Section 3 business concerns and notice of this policy will be placed in plain view of the job location for the benefit of all interested parties.
4. The Prime Contractor will specify all subcontractors indicating anticipated dollar amounts and set forth goals and objectives and, where feasible, award subcontracts to Section 3 business concerns. The Prime Contractor and Subcontractor(s) will, to the maximum extent feasible, notify qualified businesses of the project area of all pending contracts and subcontracts.
5. The Prime Contractor and Subcontractor(s) shall determine the approximate manpower needs on the basis of crafts needed for the completion of the construction project and, through special outreach efforts, to make these needs known to public and private recruitment services and, to the maximum extent feasible, employ low- and very-low income persons, particularly those who are recipients of government assistance for housing, as Trainees and workers to complete various construction projects.

All bid packages and contracts of \$100, 000 or greater stimulating construction through the use of federal funds shall include the required "Section 3 clause" (below):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and **training** positions, the qualifications of each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract of in this Section 3 clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. The contract will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor is in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Non compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to the work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to Section 3 and Section 7(b) to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

LOW- AND VERY-LOW INCOME CLARIFICATION

A family who resides in the City of New Orleans and whose income does not exceed 80% of the median family income is considered by HUD to be a low-income family. A family who resides in the City and whose income does not exceed 50% of the median family income is considered by HUD to be a very-low income family. Please review the Attached Median Income Schedule for additional information.

SUBCONTRACTOR SIGNATURE

DATE

PRIME CONTRACTOR SIGNATURE

DATE

APPROVED BY:

City's Equal Opportunity/Section 3 Office

ATTACHMENT ONE (1)

CONTRACTOR GOAL STATEMENTS

_____ sets a numerical goal of ten (10) percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and

_____ sets a numerical goal of three (3) percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

_____ sets a numerical goal for employment of thirty (30) percent of the aggregate number of new hires needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

ATTACHMENT TWO (2)

CURRENT EMPLOYMENT ROSTER

PRIME CONTRACTOR _____

SUBCONTRACTOR _____

DATE SUBMITTED _____

<i>Employee Name</i>	<i>Work Title</i>	<i>Section 3 Resident</i>		<i>Monthly Salary</i>	<i>Is Salary Below 50% or 80% of the Median Income?</i>	
		<i>Yes</i>	<i>No</i>		<i>Yes</i>	<i>No</i>

ATTACHMENT THREE (3)

ANTICIPATED CONTRACTOR HIRING

PRIME CONTRACTOR _____

SUBCONTRACTOR _____

DATE SUBMITTED _____

Planned

Versus

Actual

<i>Job Classification</i>	<i># of Positions to be Filled</i>	<i># of Positions to be Filled by Low-Very Low city residents</i>	<i># of Actual Positions Filled</i>	<i># of Actual Positions Filled by Low-Very Low city residents</i>

ATTACHMENT FOUR (4)

SUBCONTRACTOR LISTING

The following is a listing of the various subcontracts(s) that will be needed to complete the project. NOTE: Please list below the specific journeyman (work) classifications that are needed to complete this project. In addition, if one readily certain that specific companies will perform work on this project, please indicate the name of the company and whether or not this company is a Section 3 business concern.

WORK CLASSIFICATION(S) NEEDED TO PERFORM THIS PROJECT	NAME AND ADDRESS OF COMPANY PERFORMING WORK ON THIS PROJECT	IS THIS COMPANY A SECTION 3 BUSINESS CONCERN? YES OR NO.	CONTRACT AMOUNT

ATTACHMENT FIVE (5)

“GOOD FAITH, DOCUMENTED EFFORTS”

If the Goal Statement in Attachment 2 of the Section 3 Compliance Packet is not reached, then our office is required to review the “Good Faith, Documented Efforts” used by the construction contractors to achieve compliance. “Good faith, documented efforts” may include, but are not limited to, the following “proactive” guide:

- 1) Developing a systematic method for identifying and maintaining an inventory of certified local Section 3 businesses, their capabilities, services, supplies, and/or products.
- 2) Utilize the local media, electronic and print, to market and promote contracting and business opportunities for local Section 3 business concerns.
- 3) Advertise in trade association and low to very low income-focused media concerning the contracting opportunities.
- 4) Whether the contactor provided written notice to a reasonable number of specific local business enterprises (particularly Section 3 business concerns) that their interest in the contract was being solicited in sufficient time to allow them to participate effectively.
- 5) Whether the contractor “followed up” initial solicitations of interest by contracting local business enterprises (particularly Section 3 business concerns) to determine, with certainty, whether they were interested.
- 6) Whether the contractor selected portions of the work to be performed by Section 3 business concerns in order to increase the likelihood of meeting the goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate Section 3 business concerns’ participation.
- 7) Whether the contractor negotiated in good faith with interested Section 3 business concerns, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities.
- 8) Whether the contractor made efforts to assist interested and technically qualified Section 3 business concerns in obtaining bonding, lines of credit, or insurance required by the City of New contractors, and
- 9) Whether the contractor effectively used the services of available Section 3 community organizations; contractors’ groups; federal, state, or local Section 3 business assistance offices; Section 3 business organizations, and other organizations that provide assistance in the recruitment and placement of Section 3 business concerns.

End of Section 00750

SECTION 00900
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM

1. **DBE Compliance:** The requirements of the City's DBE Program apply to this contract. It is the policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this contract. The offeror/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.
2. **DBE Participation:** The bidder shall be required to submit the following information on the DBE Participation Summary Sheet:
 - a. The names and addresses of all DBE firms that will participate in the contract;
 - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
 - d. If the contract goal is not met, evidence of best efforts.
3. Upon receipt of the above-referenced materials, the DBE Compliance Officer shall then make a determination as to whether the bidder/offeror was responsive as to the DBE contract goal. If it is determined that the bidder/offeror was responsive to the DBE contract goal, the contract shall be awarded to the apparent lowest responsible bidder. If it is determined that the bidder/offeror was non-responsive to the DBE contract goal, the bid shall be rejected as non-responsive, and the next apparent lowest responsive bidder, as determined by the Department Head, shall be required to comply with the procedures set forth herein in this Section.

B. DBE CONTRACT PROVISIONS

1. **DBE Program Compliance:** Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or other such remedy as set forth in the City's Policy Memorandum for the DBE Program.
2. **DBE Compliance Reporting:** Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
 - a. The name and business address of each DBE involved in the contract;

- b. A description of the work performed and/or the product or service supplied by each DBE;
 - c. The date and amount of each expenditure made to a DBE; Such other information as may assist the DBE Compliance Officer in determining Contractors compliance with the DBE Program and the status of any DBE performing any portion of the Contract.
3. Access to Books and Records: Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

C. BID PREPARATION

1. Contractor is to use the City of New Orleans, Sewerage & Water Board, and/or New Orleans Aviation Board's most current DBE vendor listing for vendors within the scope of their respective certifications.
2. If the Contractor is unable to meet the proposed DBE participation goal, the Contractor must demonstrate evidence of BEST EFFORTS.

D. STANDARDS OF DEMONSTRATED BEST EFFORTS

Before receiving an award of the contract, the contractor must meet the DBE goals or prove that he/she has made demonstrated BEST EFFORTS. To determine whether a particular contract bidder has made demonstrated BEST EFFORTS to reach the DBE participation goal, the Office of Supplier Diversity and its staff will consider the following:

1. Whether the Contractor attended pre-bid meetings that may have been scheduled by the City of New Orleans to inform DBE firms of subcontracting opportunities and/or requested the City of New Orleans. Directory of Certified DBE firms;
2. Whether the contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond;
3. Whether the contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively;
4. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;
5. Whether the contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);
6. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contracts;
 - a. whether the contractor negotiated in "good faith" with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

- b. if the contractor did reject a DBE as unqualified, the contractor must state his or her reason for doing so in writing;
- c. whether the contractor has used the services of available community organizations and small and/or disadvantageded business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- d. whether the contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - i. Names, addresses, telephone numbers of DBEs that the contractor contacted,
 - ii. Description of information provided to those DBE firms, and
 - iii. Statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs.



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

FORM DBE-1

DBE Responsiveness

Use this form to list your primary DBE subcontractor on a City of New Orleans Bid, RFP or solicitation response. You can download a PDF fill-in version of this form at www.nola.gov.

Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

This completed form should be furnished to the Bureau of Purchasing by the two (2) lowest bidders within three (3) days of the bid opening.



Office of Supplier Diversity
EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-1
DISADVANTAGE BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM

RFP/RFQ/P.O./Bid/Solicitation/Other #
Project Description

This completed form should be furnished to the Bureau of Purchasing
by the two (2) lowest bidders within three (3) days of the bid opening.

The undersigned bidder/offeree has satisfied the requirements of the bid specifications for the above-referenced BID/RFQ/RFQ or
solicitation by the City of New Orleans in the following manner.

Please check the appropriate space:

- The bidder/offeree is committed to a minimum of % DBE utilization on this contract.
The bidder/offeree, if unable to meet the DBE goal of %, is committed to a minimum of % DBE utilization on
this contract and will submit documentation demonstrating good faith efforts (Form DBE-2).

Name of Bidder/Offeree Firm:

Telephone: Fax: E-Mail:

By: (Signature) (Title) (Date)

The bidder/offeree is committed to utilizing DBE participation on the project in the following manner.

Please check the appropriate space:

- The bidder/offeree is committed to utilizing the DBE firm named below for the Scope of Work as described. The estimated dollar
value of the scope of work is \$ or % of the total dollar value of the contract.
The bidder/offeree is committed to utilizing the DBE firm named below and the firm(s) named on Form DBE 1(A) attached for the
Scope of Work as described. The estimated dollar value of the scope of work is \$ or % of the
total dollar value of the contract.

Name of DBE Firm:

DBE Firm Owner or Contact:

Telephone: Fax: E-Mail:

DBE TYPE: SLD BE CERTIFIED; DOTD/LAUCP CERTIFIED; OTHER

SCOPE OF WORK ATTACHED. Proposed DBE %

SCOPE OF WORK: Describe the work to be performed by the DBE firm.

I have attached Form DBE 1(A) which contains a list of additional DBE firms and the scope of work they will perform on this project.

DBE AFFIRMATION

The above-named DBE firm affirms that it will perform the SCOPE OF WORK on of the contract for the estimated dollar
value as stated above.

By: (Signature) (Title) (Date)

If the bidder/offeree does not receive award of the prime contract, any and all representations in this form shall be null and void.



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

FORM DBE-1(A)

DBE Responsiveness (Additional DBEs)

Use this form to list additional DBE subcontractors on a Bid, RFP or solicitation response.
Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

This completed form should be furnished to the Bureau of Purchasing by the two (2) lowest bidders within three (3) days of the bid opening.



Office of Supplier Diversity EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-1(A) DISADVANTAGE BUSINESS ENTERPRISE (DBE) RESPONSIVENESS ADDITIONAL DBE(S) FORM

RFP/RFQ/P.O./Bid/Solicitation/Other # _____
Project Description _____ Overall DBE Participation Goal _____

**This completed form (if necessary) should be furnished to the Bureau of Purchasing
by the two (2) lowest bidders within three (3) days of the bid opening.**

Name of DBE Firm: _____
DBE Firm Owner or Contact: _____
Telephone: _____ Fax: _____ E-Mail: _____
DBE TYPE: SLDBE CERTIFIED; DOTD/LAUCP CERTIFIED; OTHER _____
 SCOPE OF WORK ATTACHED. Proposed DBE % _____
SCOPE OF WORK: Describe the work to be performed by the DBE firm.

DBE AFFIRMATION

The above-named DBE firm affirms that it will perform the SCOPE OF WORK on of the contract for the estimated dollar value as stated above.

By: _____ / _____ / _____
(Signature) (Title) (Date)

Name of DBE Firm: _____
DBE Firm Owner or Contact: _____
Telephone: _____ Fax: _____ E-Mail: _____
DBE TYPE: SLDBE CERTIFIED; DOTD/LAUCP CERTIFIED; OTHER _____
 SCOPE OF WORK ATTACHED. Proposed DBE % _____
SCOPE OF WORK: Describe the work to be performed by the DBE firm.

DBE AFFIRMATION

The above-named DBE firm affirms that it will perform the SCOPE OF WORK on of the contract for the estimated dollar value as stated above.

By: _____ / _____ / _____
(Signature) (Title) (Date)



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

FORM DBE-2

Evidence of Good Faith Efforts

Use this form to document Good Faith Efforts in complying with the socially and economically disadvantaged business utilization goal on a Bid, RFP or solicitation response. Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

This completed form should be furnished to the Bureau of Purchasing by the two (2) lowest bidders within three (3) days of the bid opening.



Office of Supplier Diversity

EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-2 EVIDENCE OF GOOD FAITH EFFORTS

This completed form should be furnished to the Bureau of Purchasing
by the two (2) lowest bidders within three (3) days of the bid opening.

RFP/RFQ/P.O./Bid/Solicitation/Other # _____ Current Date ____/____/____

Project Description _____

BIDDER/ OFFERER (FIRM): _____

Contact Person: _____ Telephone: _____

Address: _____ City: _____

State _____ Zip _____ E-Mail: _____

To determine whether a bidder/offerer has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced City of New Orleans project, the Office of Supplier Diversity will consider, **AT A MINIMUM**, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

YES (✓)	NO (✓)	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The bidder/offerer attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		SLDBE/DBE LIST(S): The bidder/offerer utilized the Office of Supplier Diversity's list or lists of certified SLDDBE and/or DBE firms found on www.nola.gov , www.flymsy.com , or www.swbno.org .
		SMALL CONTRACT(S): The bidder/offerer selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
		FOLLOW-UP: The bidder/offerer followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder/offerer advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder/offerer advertised DBE and/or subcontracting opportunities on the City of New Orleans Office of Supplier Diversity Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder/offerer negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
		INFORMATION: The bidder/offerer provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/offerer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/offerer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/offerer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/offerer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

FORM DBE-2: EVIDENCE OF GOOD FAITH EFFORTS

BACKGROUND

I. POLICY¹

It is the policy of the City of New Orleans to ensure that DBEs, as defined herein, have an equal opportunity to receive and participate in City contracts. It shall also be the policy of the City:

1. To ensure nondiscrimination in the award and administration of City contracts;
2. To create a level-playing field upon which DBEs can compete fairly for City contracts;
3. To ensure that only firms that fully meet the certification standards described herein are permitted to participate as DBEs;
4. To help remove barriers to the participation of DBEs in City contracts; and
5. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

II. LOCAL AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS FOR THE CITY OF NEW ORLEANS²

The City of New Orleans establishes an overall goal of 50% utilization of businesses that are locally-owned and controlled for all public spending on private projects that utilize public funding and/or incentives. An overall goal of 35% is established for utilization of socially and economically disadvantaged businesses.

III. DEFINITIONS

1. DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise or "DBE" refers to a firm that is certified through the City of New Orleans' State and Local Disadvantaged Business Enterprise Certification Program (SLDBE) or a firm that has received SLDBE reciprocity with the City of New Orleans by virtue of the firm's certification as a DBE firm through the Louisiana Unified Certification Program and in accordance with Executive Order MJL 10-02. A firm may become certified as a DBE if it is owned and controlled by a socially and economically disadvantaged person or persons who hold at least 51% ownership and control of the business. Additionally, a DBE must show evidence that the firm's ability to compete in the business world has been restricted due to industry practices and/or limited capital and/or restricted credit opportunities that are beyond its control.

2. DEFINITION OF LOCALLY-OWNED BUSINESS

A locally-owned business is:

- a) A business where its primary office³ is located in Orleans Parish; and
- b) A business that is registered to do business in Orleans Parish as evidenced by a City of New Orleans Occupational License.

IV. STANDARDS OF GOOD FAITH EFFORTS

The Office of Supplier Diversity shall be responsible for determining whether the bidder/offeree has made demonstrated *Good Faith Efforts* to achieve the DBE goal in either the bid submission commitments, or upon award of a contract. In order to be considered responsive to any solicitation for a City contract, the bidder/offeree must, at a minimum, agree to use its *Good Faith Efforts* to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation. In order for the City to evaluate the *Good Faith Efforts* made by the bidder/offeree, the following minimum information is to be provided before the contract is approved for award:

¹ Source: CAO Policy Memorandum 24(R)

² Source: Sec. 70.432.1 of the City Charter

³ *Primary Office* is defined as the headquarters, main office, or location for the business from which management, financial, and other executive or board level decisions relating to the overall operations of the company emanate.

FORM DBE-2: EVIDENCE OF GOOD FAITH EFFORTS

- a) A report of all proposals received from a joint venture of DBEs and locally-owned firms. The report shall indicate the action taken by the bidder/offerer in response to the submitted proposals that have been rejected, and the reason for rejection shall be indicated.
- b) Documentation of efforts to enter into agreements with DBEs and locally-owned firms for contracted work and efforts to arrange for a joint venture, partnership or other multi-entity relationship with DBEs and locally owned and controlled firms.
- c) Documented contact with DBEs and locally-owned firms, associations, or business development organizations which disseminate information to DBEs and locally-owned and controlled firms.
- d) A copy of letters sent to groups in relevant market sectors notifying them of the bidder's/ offerer's intent to submit a proposal to the City of New Orleans.
- e) Description of assistance provided by the bidder to DBEs and locally-owned firms:
 - 1. Review of Request for Proposal or other documents issued by the City.
 - 2. Review of the Scope of Work to be performed.
- f) Documentation of any other effort(s) undertaken by the bidder to encourage the participation of DBEs and locally-owned firms.
- g) Overall operation of the bidder/offerer may be considered in evaluating the *Evidence of Good Faith Efforts* of the bidder/offerer to comply with the goals and intent of the local and disadvantaged business enterprise goals for the City of New Orleans.
- h) Any other documentation to demonstrate *Evidence of Good Faith Efforts* to satisfy the objectives outlined above.

V. ASSISTANCE

You may contact the Office of Supplier Diversity for assistance with completing this or any other DBE form or document. You may also contact the Office of Supplier Diversity for assistance in identifying available, capable, and willing DBE firms.

VI. CONTACT US

City of New Orleans
Office of Supplier Diversity
1340 Poydras Street, Suite 1000
New Orleans, LA 70119
(504) 658-4200 Office
(504) 658-4238 Fax

www.nola.gov/Businesses/Office-of-Supplier-Diversity



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

FORM DBE-2(A)

DBEs Contacted Form

Use this form to list all of the DBE firms that were contacted to perform as subcontractors for your firm on a City of New Orleans bid, RFP, solicitation or contract. Complete this form in conjunction with Form DBE-2 as *Evidence of Good Faith Efforts* if your firm will not or cannot meet the stated DBE goal on a City of New Orleans bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at www.nola.gov. Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

This completed form should be furnished to the Bureau of Purchasing by the two (2) lowest bidders within three (3) days of the bid opening.



Office of Supplier Diversity
EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-2(A)
DBEs CONTACTED FORM

PAGE OF

This completed form (if necessary) should be furnished to the Bureau of Purchasing
by the two (2) lowest bidders within three (3) days of the bid opening.

RFP/RFQ/P.O./Bid/Solicitation/Other #
Project Description Overall DBE Participation Goal
Bidder/Offerer Firm
By: (Signature) (Title) (Date)

Name of DBE Firm:
DBE Firm Owner or Contact:
Telephone: Fax: E-Mail:
DBE TYPE: SLD BE CERTIFIED; DOTD/LAUCP CERTIFIED; OTHER

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE DBE FIRM:

Name of DBE Firm:
DBE Firm Owner or Contact:
Telephone: Fax: E-Mail:
DBE TYPE: SLD BE CERTIFIED; DOTD/LAUCP CERTIFIED; OTHER

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE DBE FIRM:



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

FORM DBE-3

DBE Utilization Report

Use this form to document your quarterly DBE utilization (vendor, dollar amount and percentage) on a City of New Orleans contract. You can download a PDF fill-in version of this form at www.nola.gov. Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

This completed form should be furnished to the Office of Supplier Diversity within fifteen (15) days of the end of the contract quarter.



Office of Supplier Diversity
EQUAL BUSINESS OPPORTUNITY PROGRAMS
FORM DBE-3
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
UTILIZATION REPORT

RFP/RFQ/Bid/P.O./Solicitation/Other # _____ Project Description (Name) _____
 Total Bid Amount _____ Bidder/Offerer Firm _____ DBE Participation Goal _____
 Page _____ of _____

Name and Address of DBE Certified Firm (DBE Source Directory) ¹	Primary Contact Person (Name/Telephone)	Scope of Work Performed (Attach scope/schedule if you need additional space)	Dollar Amount of DBE Commitment	Percentage of Total Bid/Proposal

Submitted by: _____
 Print Name _____ Signature _____ Date ____/____/____

 (For example- SUDBE Director of Certified Firms)
 City of New Orleans Form DBE-3 (Rev. 2011)



The City of New Orleans establishes an overall goal of 35% utilization of socially and economically disadvantaged businesses for all public spending on private projects that utilize public funding and/or incentives.

FORM DBE-4 Complaint Form

Use this form to file a complaint against, or allegation of wrongdoing by, a City of New Orleans contractor, agency, department or employee. You can download a PDF fill-in version of this form at www.nola.gov. Contact the Office of Supplier Diversity at 504-658-4200 if you require assistance with completing this or any other DBE form.

Return this form to the Director of the Office of Supplier Diversity.



Office of Supplier Diversity

EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-4 COMPLAINT FORM (OVERVIEW)

In an effort to improve oversight, accountability, and compliance on City of New Orleans procurements, the Office of Supplier Diversity facilitates the reporting of complaints and allegations of wrongdoing ("complaints") against City of New Orleans contractors.¹ Complaints that may be reported include, but are not limited to:

- Contract, procurement, and grant fraud
- Non-compliance with DBE, local firm, or other participation goals
- Environmental, health, and safety violations
- Racial, sexual, or other alleged discriminatory behavior
- Slow payments by the City of New Orleans
- Slow payments prime contractor to a subcontractor
- Computer crimes
- Product substitution and suspect fraudulent payments
- Bribery, kickbacks, and gratuities
- False statements and/or false claims
- Conflicts of interest and ethics violations
- Theft and/or abuse of government property
- Violations of criminal or civil laws by a City of New Orleans contractor
- Other violations of City, State, or Federal laws and regulations

Complainants are encouraged to provide relevant and specific details of their complaint including, but not limited to:

1. The identity of the person, company, or organization that is the subject of the complaint;
2. Relevant and specific details of the complaint;
3. The City facility, department, contract, or program affected by the complaint;
4. The contract number, award, description, or other identifying information related to the complaint;
5. The details of the alleged infraction(s);
6. How the complainant is aware of the alleged impropriety;
7. The identities of potential witnesses; and
8. Any additional supporting documentation or relevant information regarding the complaint.

Complaints may be reported by City of New Orleans employees, contractors, or the general public. Complaints may be filed via e-mail 24 hours a day, in person Monday through Friday between 9am and 5pm, or by mail. Complaints should be addressed to the Director of the Office of Supplier Diversity. All formal complaints must be made in writing. Complaints with limited specificity or merit may be held in abeyance until further, specific details are reported. Upon receipt of a specific complaint, the Director of the Office of Supplier Diversity may take any one or more of the following actions:

1. Open an investigation or review of the complaint;
2. Refer the matter to the appropriate Deputy Mayor;
3. Report the matter to the Chief Administrative Officer;
4. Report the matter to the Office of Inspector General, and/or
5. Report the matter to law enforcement.

Individuals who file a complaint are not required to identify themselves. However, persons who file complaints are encouraged to identify themselves in the event additional questions arise during an investigation.

Confidentiality

The Office of Supplier Diversity will protect the identity of complainants to the maximum extent possible by law. Employees who report allegations may specifically request confidentiality.

¹ Contractors include construction contractors, professional services contractors, and non-professional services contractors, and City of New Orleans certified DBE contractors.



Office of Supplier Diversity
EQUAL BUSINESS OPPORTUNITY PROGRAMS

FORM DBE-4

COMPLAINT/ALLEGATION OF WRONGDOING FORM

RFP/RQF/RFQ/Award/Solicitation/Other if _____
Project Description

Check one or more boxes:

- Contract, procurement, and grant fraud
Non-compliance with DBE, local firm, or other participation goals
Government, health, and safety violations
Racial, sexual, or other alleged discriminatory behavior
Slow payments by the City of New Orleans
Slow payments prime contractor to a subcontractor
Computer crimes
Product substitution and suspect/counterfeit parts
Bribery, kickbacks, and gratuities
False statements and/or false claims
Conflicts of interest and ethics violations
Theft and/or abuse of government property
Violation(s) of criminal or civil law by a City or New Orleans contractor
Other violations of City, State, or Federal laws and regulations

Please provide relevant and specific details of your complaint and/or allegation of wrongdoing, below. If you have documents to support your complaint or allegation of wrongdoing, attach them to this document. If you need additional space, you may do so on a separate page and attach it to this document.

Blank lines for providing details of the complaint or allegation.

Complainant (Name and/or Firm) _____

Address: _____ City _____ State _____ Zip _____

Telephone(s) _____ Fax: _____ E-Mail: _____

By: _____ (Signature) _____ (Title) _____ (Date)

Office Use Only

Date received by OSD _____

Received by _____ (Initials)

Initial Action Taken on _____

Initial Action Taken

- Opened an investigation or review of the complaint;
Referred the matter to the appropriate Deputy Mayor;
Reported the matter to the Chief Administrative Officer;
Reported the matter to the Office of Inspector General, and/or
Reported the matter to law enforcement.

SECTION 950

CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer IS NOT delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____. The above clearance may be revoked for failure to pay sales tax.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer IS NOT delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE

DATE

**CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

INSTRUCTIONS

1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit to the Department with whom you are contracting.
3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.
4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.
5. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

Real Estate/Personal Property Tax

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, www.nola.gov at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

Sales Tax/Occupational License

- All businesses are required to have a City of New Orleans Sales Tax number.
- If the business is located within Orleans Parish, an Occupational License is also required. If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Revenue account number.
- If a business is not registered, a New Business Application must be completed. The application can be found on the City of New Orleans' website, www.nola.gov, at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application. The application can be found on the City of New Orleans' website, www.nola.gov, at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees.

Revised Tax Clearance Authorization, April 20, 2012

END OF SECTION 00950

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract is for exterior improvements at the Hunter's Field public recreation facility located at 1569 North Claiborne Avenue in New Orleans. The work is for the City of New Orleans, here and after referred to as the Owner.
- B. Architect Identification:

- 1. The Bid Documents were prepared for the Project by:

Volume Zero, LLC
Michael Cajski, Project Architect
1034 Joliet Street
New Orleans, Louisiana 70118

- C. Work of this contract as depicted on the drawings includes but is not necessarily limited to the following:
 - 1. demolition
 - 2. sub-surface drainage
 - 3. grading
 - 4. erosion control
 - 5. fencing
 - 6. concrete paving
 - 7. sealant
 - 8. electrical work

and all incidental work required to complete the explicitly-indicated work.

- D. The Contractor shall designate a superintendent for the project who shall have at least five (5) years continuous experience as a project superintendent in similar construction. Proof of such experience shall be submitted to the Architect within 24 hours of the Architect's request.

- E. The work of this contract is described in this Project Manual and the drawings. The Drawings.

1.3 CONTRACT METHOD

- A. Construct the Work under a single lump sum general construction contract. A sample of Contract Forms and Conditions of the Contract is included in these specifications.

1.4 SPECIFICATION FORMAT AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Bid Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Bid Documents.
- 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 Bid 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 Bid 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.

1.5 FIRE SAFETY PRECAUTIONS

- A. At the end of each workday, combustible packaging and crating materials for building products and equipment to be installed shall be removed from the building.

- B. The necessary number of appropriate type of portable fire extinguishers per National Fire Protection Association (NFPA) Standard Nos. 10 and 241, latest editions, shall be provided for all construction areas.
- C. Smoking shall be prohibited on the project site. The Contractor shall have a smoking policy which permits smoking only outside of the Hunter's Field property and which requires proper safe disposal of cigarette/cigar butts.
- D. Any temporary heating equipment shall be installed in accordance with requirements of applicable NFPA Standards and manufacturer's instructions.
- E. All flammable liquids shall be handled, stored and used in accordance with NFPA Standard No. 30, latest edition.
- F. All temporary electrical wiring and equipment used for construction shall be installed and used in accordance with pertinent provisions of NFPA Standard No. 70, latest edition.
- G. Maintain construction site to permit access of fire department vehicles as necessary. Clear building construction areas of unnecessary obstructions so that all portions are accessible for fire department apparatus and permit emergency egress of construction and other personnel.
- H. All construction activities not already covered above shall be in accordance with the latest edition of NFPA No. 241. Standard for Safeguarding Construction, Alteration, and Demolition Operations, in effect at time of contract award.

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on the premises within the existing site area. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary utilities may be erected by the Contractor and shall be erected with labor and materials furnished by the Contractor without expense to the Owner. The temporary utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- C. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by an Federal, State, or Local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, parking lot, or roads.
- D. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

- E. Working space and space available for storing materials on site shall be within the existing property lines.
- F. Contractor personnel are subject to rules of the Owner applicable to their conduct.
- G. Do not dispose of any material on site, either by burial or burning.

1.7 UTILITIES SERVICES

- A. Maintain existing utility services as much as is feasible; minimize utility service interruptions.

1.8 SECURITY

- A. Contractor shall be responsible for security measures at the work areas and other areas used by the contractor, and such measures shall provide protection from (including but not limited to) fire, theft, vandalism, water damage, wind damage, and hazards to the public.
- B. The Contractor shall obtain and pay for barriers, fences, signage, temporary enclosures or other measures for safety and security.
- C. To the extent that is reasonable, the Contractor shall be responsible for safety and security at the work areas and other areas used by the until substantial completion.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01010

SECTION 01037 - WEATHER DELAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 EXTENSIONS OF CONTRACT TIME

- A. In the event that progress of the work is delayed by adverse weather conditions, the Contractor shall notify the Architect in writing at the end of each month in which delay occurs. As such time as weather is no longer a factor of construction activity, if the accumulated number of adverse weather calendar days exceeds the number of calendar days indicate in Specification Section 00110 as "Expected Loss Days".

1.3 ADVERSE WEATHER AND WEATHER DELAYS

- A. Wet Concrete may not be installed during rain.
- B. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - 1. A Weather Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's calendar day.
 - 2. Temperatures which do not rise above 32 degrees F. by 10:00 am during periods when site and exterior masonry or concrete pours are a critical item of work is performed.
- C. Adverse Weather may include, if appropriate, "dry-out" or "mud" days when following conditions are met:
 - 1. Only if there is a hindrance to site access; work on the envelope of the building such as fiber cement siding or roofing; site work such as excavation, backfill, and footings; site improvements such as paving.
 - 2. At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline total.

1.4 DOCUMENTATION AND SUBMITTALS

- A. The Contractor shall submit a report to the Architect by e-mail, showing which and to what extent construction activities have been affected by weather on a

weekly basis. The format of this report shall include, as a minimum, the following:

1. Project Name
 2. Architect's Project Number
 3. Owner name
 4. Architect name
 5. Contractor name
 6. Date of Report
 7. Name of Contractor's Authorized Representative
- B. Along with the report (See item "A" above.) The Contractor shall submit in PDF format via e-mail the actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Architect at beginning of project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01037

SECTION 01140 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated..
 - 1. Limits: Confine constructions operations to immediate areas affecting the work.
 - 2. Street, Driveways and Entrances: Keep streets, driveways, municipal sidewalks, and on-site walkways. Do not use these areas for parking or storage of materials except as permitted in writing by the Architect. Contractor personnel may park on paved areas under the I-10 freeway.
 - a) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. The Contractor may not store materials for any other project on site.
 - 4. The Contractor must replace or repair at no additional cost to the Owner any on-site items damaged by the Contractor, including grade (soil) and turf grass. The replacement or repair shall restore the damaged item(s) to a condition equal or better than the condition prior to the damage caused by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative procedures.
 - 3. Conservation of energy, water and materials.
 - 4. Coordination Drawings.
 - 5. Administrative and supervisory personnel.
 - 6. Project meetings.
- B. Each contractor company (including sub-contracting entities) shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor entity.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1 Section "Submittals" for preparing and submitting the shop drawings and product data.
 - 3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination of Construction Operations: Coordinate construction operations included in various 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 with Other Contractors: 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.

- C. If necessary, 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.

- 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.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of

different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to the Mechanical, Plumbing, and Electrical Drawings for specific coordination drawing requirements for mechanical, plumbing, and electrical installations.

- B. Staff Names: Within 7 days of starting construction operations, submit via e-mail a list of principal staff 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, office and mobile telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.5 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. See Section 01010 regarding superintendent requirements.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: The Architect shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. The Architect shall notify Owner, Contractor, and other necessary parties of scheduled meeting dates and times.
 2. Agenda: The routine weekly progress meeting agenda shall be as outlined in paragraph 1.6 D.2. of this section. If a special item is required to be added to the agenda, it shall be done so by any party prior to the start of the meeting, and discussed at the conclusion of the routine agenda of the project meeting.
 3. Minutes: The Architect shall record significant discussions and agreements achieved and shall distribute the meeting minutes to everyone concerned, including Owner and Contractor, within 2 days of the meeting. Incorporate any comments received within 5 days of issuance of the initial minutes.

- B. Preconstruction Conference: The Architect shall schedule a preconstruction conference before starting construction, at a time convenient to Owner, Contractor, and other necessary parties but no later than 14 days after execution of the Agreement. The conference shall be at the offices of the Housing authority of New Orleans with a visit to the Project site immediately thereafter. The Architect shall 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; manufacturers; 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) Temporary housing for relocating tenants and phasing of the work.
 - c) Critical work sequencing.
 - d) Designation of responsible personnel.
 - e) Procedures for processing field decisions and Change Orders.
 - f) Procedures for processing Applications for Payment.
 - g) Distribution of the Contract Documents.
 - h) Submittal procedures and Contractor Submittal Schedule.
 - i) Preparation of Record Documents.
 - j) Use of the premises.
 - k) Responsibility for temporary facilities and controls.
 - l) Parking availability and location(s).
 - m) Field office, work, and storage areas.
 - n) Equipment deliveries and priorities.
 - o) First aid.
 - p) Security.
 - q) Progress cleaning.
 - r) Working hours.
- C. Preinstallation Conferences:
1. Conduct a concrete preinstallation conference.
 2. Preinstallation Conference
 - a) Record significant conference discussions, agreements, and disagreements.
 - b) Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

c)

D. Progress Meetings: The Architect shall conduct progress meetings as often as weekly at the project site and shall record minutes of meeting.

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.

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) Requests for interpretation or information (RFI's).
- 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.

- c) Review Contractor's adverse weather reports, if any.
3. Reporting: The Architect shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- 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 each monthly request for payment. The Architect shall not execute the monthly request for payment without a revised and updated schedule.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01330 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals including but not necessarily limited to, the following:
 - 1. Procedures.
 - 2. Construction Progress Schedules.
 - 3. Schedule of Values.
 - 4. Proposed Subcontractors and Major Suppliers.
 - 5. Shop Drawings, Product Data and Samples.
 - 6. Products, Materials, and Equipment Data.
 - 7. Manufacturer's Instructions.
 - 8. Samples.
 - 9. Manufacturer's Certificates.
 - 10. Written Correspondence.

1.3 PROCEDURES

- A. Deliver submittals to Architect at address indicated on the drawings and the Project Manual or via e-mail in PDF format to michael@volumezero.com.
- B. Transmit each item under Architect accepted form. Identify Project, Owner, Architect, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification Section number, as appropriate. Identify any and all deviations from Contract Documents. Provide space for Contractor and architect review stamps. Stamp each item indicating review by Contractor.
- C. Comply with construction progress schedule for submittals under the provisions of this Section. Coordinate submittal of related items.
- D. After Architect reviews submittal, revise and resubmit as required, identifying changes made since previous submittal.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Construction Progress Schedule: Submit construction progress schedule in bar chart format..

1.5 SCHEDULE OF VALUES

- A. Submit typed schedule.
- B. Format: Table of Contents of these Specifications. Identify each line item with number and title of the major Specification Sections.
- C. Include in each line item a directly proportional amount of Contractor's overhead and profit; do not list overhead and profit as separate line items.
- D. Revise schedule to list change orders, for each application for payment.
- E. The Schedule of Values shall be reviewed and agreed upon by the Owner and Architect.

1.6 PROPOSED SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall provide a listing of the proposed subcontractors and major suppliers to the Architect including name, address, telephone number and a contact person's name. The Contractor shall also provide documentation of qualifications if requested by the Architect.

1.7 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submittals on 8-1/2" x 11", 8-1/2" x 14", 11" x 17", 24" x 36" paper size or larger shall be submitted in no less than six (6) copies. Receipt of less than the required numbers of copies will be cause for withholding the shop drawings, product data or samples from being reviewed by the Architect until receipt of the necessary copies. The Contractor's letter of transmittal for each submittal must conform to the typical Contractor's "Transmittal Letter". Each shop drawing, product data or sample submittal shall be listed separately on the transmittal and identified thereon. Failure to do this may cause rejection of the submittal. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings common to the specifications section. The Architect shall return to the Contractor a transmittal letter identifying the shop drawing with the disposition noted thereon when the review is completed.
 - 1. The Contractor shall review, approve and stamp each submittal prior to forwarding to the Architect. The stamp shall contain the following information:

"NAME OF PROJECT: _____
ARCHITECT'S NAME AND PROJECT NO.: _____

REF: TECHNICAL SPECIFICATION SECTION NAME
AND NO.: _____
SHEET NO.: _____

Contractor certifies he has approved drawings hereby submitted and to the best of his knowledge and understanding are accurate and are in compliance with the requirements of the project drawings and specifications, except as noted on comment sheet.

Contractor's approval of this document, does not waive or alter any contract responsibilities of subcontractor or supplier, nor does it approve of or relieve subcontractor etc. for any of his errors omission, etc. for which he remains fully responsible.

NAME OF CONTRACTOR: _____
SIGNATURE: _____
DATE: _____”

B. Shop drawings, product data and samples reviewed by the Architect, returned to the Contractor will be stamped with the action noted as follows:

1. CONFORMS WITH CONCEPT
2. REJECTED
3. CONFORMS AS NOTED
4. REVISE AND RESUBMIT
5. SUBMIT SPECIFIED ITEM

C. "Rejected", "Revise and Resubmit", and "Submit Specified Item" shall require new submittal; "Conforms with Concept" and "Conforms as Noted" need not be returned for further review if Architect notations are acceptable to the Contractor and Sub-contractors. In checking the shop drawings, product data and samples prior to submittal, the Contractor shall note corrections or comments on the drawings, including his approval stamp and date with signature. See Paragraph 1.7A.1. for compliance.

1.8 PRODUCTS, MATERIALS, AND EQUIPMENT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work.
- B. Submit the number of copies which Contractor requires, plus three copies which will be retained by Architect.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for products, materials, and equipment data.
- B. The review process identified under paragraph 1.7, shall also apply to manufacturer's instructions.

1.10 SAMPLES

- A. Submit samples as indicated in other Specification Sections for specific products/materials. Submit samples as required for materials testing.
- B. The review process identified under paragraph 1.7, shall also apply to samples.

1.11 MANUFACTURER'S CERTIFICATES

- A. When required in individual specification section, submit manufacturer's certificates in quantities specified for products, materials, and equipment data.

1.12 TRANSMITTALS AND WRITTEN CORRESPONDENCE

- A. All transmittals and written correspondence by the Contractor to the Architect shall include the following as a minimum:
 - 1. Project Name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Architect's name and Project #.
- B. Any correspondence received by the Architect lacking the information require by item "A" above may be returned to the Contractor by the Architect without any acknowledgement, review or response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01330

SECTION 01400 – QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. General Quality Control.
 - 2. Workmanship.
 - 3. Manufacturer's Instructions.
 - 4. Manufacturer's Certificates.
 - 5. Manufacturer's Field Services.

1.3 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

- A. Perform work by persons qualified to produce workmanship of specified quality.
- B. Secure products in place with positive anchorage devices/materials designed and sized to withstand stresses, vibration, and racking.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturers' instructions and recommendations with regard to the products produced by each manufacturer. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.6 MANUFACTURER'S CERTIFICATES

- A. When required by individual Specification Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.7 MANUFACTURER'S FIELD SERVICES (not applicable to this project)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Electricity, lighting.
 - 2. Telephone service.
 - 3. Water.
 - 4. Sanitary facilities.
 - 5. Barriers and enclosures.
 - 6. Protection of installed work.
 - 7. Storm water control.
 - 8. Cleaning during construction.
 - 9. Storage sheds.
 - 10. Removal of temporary facilities.
 - 11. Fire protection.
 - 12. Temporary security fencing.

1.3 ELECTRICITY,

- A. The Contractor may use the on-site electrical service to power construction operations, but the Contractor may not use the on-site electrical service in a wasteful manner.
- B. Avoid tripping hazards when using tool cords and extension cords.

1.4 TELEPHONE SERVICE

- A. Maintain mobile phone service for the Contractor's on-site Superintendent. Provide the Superintendent's mobile phone number to the Architect and to the Owner.

1.5 WATER

- A. The Contractor may use the on-site water for construction operations but the Contractor may not use the on-site water service in a wasteful manner.

- B. The Contractor may not wash out concrete or any cement product onto the ground on-site or into the municipal storm drain system. Concrete wash water and excess concrete material shall be put into containers as disposed of off-site.

1.6 SANITARY FACILITIES

- A. Provide and keep clean and sanitary at all times required facilities and enclosures.
- B. Provide at least one portable toilet (Port-O-Let). At a minimum, any portable toilet shall be serviced weekly. Contractor personnel may not use any existing on-site toilets.
- C. Remove portable toilet (Port-O-Let) upon completion of work.

1.7 BARRIERS AND ENCLOSURES

- A. Provide temporary barriers as reasonable to provide safety and security.
- B. Provide barricades as required by governing authorities for public rights-of-way.

1.8 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate areas to minimize damage.
- B. Prohibit traffic and storage on new lawn and installed landscaped areas.

1.9 STORM WATER CONTROL

- A. Control storm water as required by law. Prevent construction operations from worsening existing site drainage. Prevent construction debris from entering existing storm water drains. Comply with all applicable laws regarding storm water systems. Do not allow paint or other chemicals to enter storm water drains; the Contractor shall be allowed to use a utility sink at another of the Owner's sites within the City of Westwego.

1.10 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.11 STORAGE SHEDS

- A. Provide as required, storage sheds for tools, materials, and equipment; such sheds shall be weather resistant and secure, with adequate space for organized storage and access.
- B. Storage sheds may be placed only where allowed by the Owner.

1.12 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of construction facilities and temporary controls. Grade site as indicated. Restore the existing site area used during construction to original condition or better wherever the Contract Documents do not call for improvements.

1.13 FIRE PROTECTION

- A. Whenever the work may produce flames, sparks, or flammable fumes, provide near the active work area(s) hand-carried, portable, UL-rated, Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommend classes for the exposures.

1.14 TEMPORARY SECURITY FENCING

- A. See Paragraph 1.7 of this Specification Section.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01500

SECTION 01568 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies the control of environmental pollution and damage that the contractor is required to program for in consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants and resources encountered by or generated by the Contractor. Control measures specified are considered an obligation of the Contractor with the costs included within the various contract items of work.
- B. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; effect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and historical purposes.
- C. Definitions of Pollutants:
 - 1. Sediment: Soil and other debris that has been eroded and transported by runoff water.
 - 2. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
 - 3. Rubbish: A variety of combustible and noncombustible wastes such as paper, boxes, and glass and crockery, metal and lumber scrap, tin cans, and bones.
 - 4. Debris: Includes both combustible and noncombustible wastes, such as leaves, and tree trimmings, ashes, and waste materials that result from construction or maintenance and repair work.
 - 5. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
 - 6. Sanitary wastes:
 - a) Sewage: That which is considered as domestic sanitary sewage, human and animal waste.

- b) Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.3 QUALITY CONTROL

- A. Establish and maintain quality control for the environmental protection of all items set forth herein.
- B. Report to Architect any problems in complying with laws, regulations and ordinances and corrective action taken.

1.4 SUBMITTALS

- A. If required by law or requested by the Architect, provide and Environmental Protection Plan, including a noted Site Plan.

1.5 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract during the entire period of this contract. Confine activities to areas defined by the Specifications and drawings.
- B. Protection of Land Resources: Prior to construction, identify at land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the Architect and Owner. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
 - 1. Protection of miscellaneous items: Protect all items adjacent to the work as reasonable to prevent damage to those items.
 - 2. Protection of Landscape: Protect trees shrubs, vines, grasses, land form and other landscape features by marking, fencing, or using any other approved techniques.
 - 3. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected solid, except where the constructed feature obscures borrow areas, quarries and waste material areas. Clear areas in reasonably sized increments only as needed to use the areas developed. Form earthwork to final grade as shown. Immediately protect side slopes add back slopes upon completion of rough grading.
 - 4. Temporary Protection of Disturbed Areas: Retard and control runoff from the construction site by constructing diversion ditches, benches, and berms to retard and divert runoff to protected drainage approved under Paragraph 208 of the Clean Water Act.
 - 5. Erosion and Sedimentation Control Devices: Construct or install all temporary and permanent erosion and sedimentation control features on

- the Environmental Protection Plan. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching, until permanent drainage and erosion control facilities are completed and operative.
6. Manage any borrow areas on the property to minimize erosion and to prevent sediment from entering nearby water courses of lakes.
 7. Manage and control spoil areas on the property to limit spoil to areas on the Environmental Protection Plan and prevent erosion of soil or sediment from entering nearby water courses or lakes.
 8. Protect adjacent areas from despoilment by temporary excavations and embankments.
 9. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off the property and dispose of solid waste in compliance with Federal, State, and Local disposal requirements.
 10. Store chemical waste in corrosion resistant containers, removed from the work areas and dispose of in accordance with Federal, State and Local regulations.
 11. Handle discarded materials other than those which can be included in the solid waste category as directed by the Architect and Owner.
- C. Protection of Water Resources: Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters and sewer system. Management techniques shall be implemented to control water pollution by the list activities which are included in this contract.
1. Washing and Curing Water: Do not ALLOW waste water directly derived from construction activities to enter water areas. Collect and place these waste waters in retention ponds where suspended material can be settled out, until pollutants are separated from the water, or the water evaporates.
 2. Control movement of materials and equipment at stream crossings during construction to prevent violation of water pollution control standards of the Federal, State, or Local government.
 3. Monitoring of water areas effected by construction activities is the responsibility of the Contractor.
- D. Protection of Fish and Wildlife Resources: Keep construction activities under surveillance, management and control to minimize interference with, disturbance of the damage to fish and wildlife. Prior to beginning construction operations, list species that require specific attention along with measures for their protection.
- E. Protection of Air Resources: Keep construction activities under surveillance, management and control to minimize pollution of air resources. No burning will be permitted on the station. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State of Louisiana's Air

Pollution Statues, Rules and Regulations, and Federal Emission and Performance Laws and Standards. Maintain ambient air quality standards set by the Environmental Protection Agency, for those construction operations and activities specified.

1. Particulates: Dust particles, aerosols, and gaseous by products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress.
2. Particulates Control: Maintain at excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the protect boundaries free from particulates which would cause a hazard or a nuisance. Sprinklering, chemical treatment of an approved type, light bituminous treatment baghouse, scrubbers, electrostatic precipitators or other methods are permissible to control particulates in the work area.
3. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
4. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.

F. Noise Control: Minimize the construction noise that leaves the site. Perform noise producing work in less sensitive hours of the day or week as directed by the Architect and Owner. Maintain noise produced by the work at or below the decibel Levels and within the time periods specified.

1. Repetitive, high-volume impact noise will be permitted only between 8:00 a.m.- and 6:00 p.m unless otherwise permitted by Local ordinance or the ordinance or the Architect and Owner. Repetitive impact, noise on the property shall not exceed the following dB limitations:

<u>Time Duration of Impact Noise</u>	<u>Sound Level in Db</u>
More than 12 minutes in any hour	70
Less than 30 seconds of any hour	85
Less than three minutes of any hour	80
Less than 12 minutes of any hour	75

2. Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary to comply with the requirements of this contract, consisting of, but not limited to the following:
 - a) Maximum permissible construction equipment noise levels at 50 feet (dBA):

<u>Earth Moving</u>		<u>Materials Handling</u>	
Front Loaders	75	Concrete Mixers	75

Backhoes	75	Concrete Pumps	75
Dozers	75	Cranes	75
Tractors	75	Derricks Impact	75
Scapers	80	Pile Drivers	95
Graders	75	Jack Hammers	75
Trucks	75	Rock Drills	80
Pavers, Stationary	80	Pneumatic Tools	80
Pumps	75	Saws	75
Generators	75	Vibrators	75
Compressors	75		

- b) Shields or other physical barriers to restrict the transmission of noise.
 - c) Soundproof housings or enclosures for noise-producing machinery.
 - d) Efficient silencers on air intakes for equipment.
 - e) Efficient intake and exhaust mufflers on internal combustion engines that are maintained to have equipment Perform below noise Levels specified.
 - f) Lining of hoppers and storage bins with sound deadening material.
 - g) Conduct truck loading, unloading and hauling operations so that noise is kept to a minimum.
- G. Restoration of Damaged Property: When or where in the execution of the work under this contract, any direct or indirect damage injury is done to public or private property by or on account of any act, emission, neglect, or misconduct, the Contractor, at no additional cost to the Owner, shall restore the damaged property to a condition equal to that existing before damage or injury was done. Repair, rebuild or otherwise restore property as directed or make good such damage or injury in an acceptable manner.
- H. Concrete and other cement products: Do not wash out concrete or mortar on site. Excess concrete from trucks, wheel barrows, and other containers shall be emptied into an off-site (such as curbside) container. Concrete and mortar on tools and other items shall not be washed such that the diluted concrete/mortar product is deposited onto soil.
- I. Final Cleaning: On completion of project and after removal of all debris, rubbish and temporary construction, the construction area shall be left in a clean condition satisfactory to the Architect and Owner. New walkways, existing walkways, and adjacent exterior building surfaces shall be free of mud and dirt. See Specification Section 01770 for more information regarding Final Cleaning.

END OF SECTION 01568

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Transportation and Handling.
 - 2. Storage and Protection.

1.3 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.4 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

- C. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
- D. Stored products should be located so as not to be hazardous or inconvenient to the site residents, to visitors, or to the Owner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not necessarily limited to, the following:
 - 1. Installation of products.
 - 2. Progress cleaning.
 - 3. Starting and adjusting.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field Architecting with other construction activities.
 - 2. Division 1 Section "Submittals" for procedures for submitting general installation of products.
 - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, 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.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 3. Contact Louisiana One Call (telephone number: 811) to request marking of utilities at all areas where excavation work will occur. Do not excavate in these areas until the utility locations are marked.
- 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. 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 Architect 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. Existing Utility Interruptions: The Contractor may interrupt utility services to the site without prior notification to the Architect or to the Owner. However, see Specification Section 01500 regarding the Contractor's obligation to maintain operational sanitary facilities (toilet facilities) on site.
- C. 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.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. 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.

3.3 INSTALLATION OF PRODUCTS

- 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. New walkway surfaces shall be sloped for drainage or as necessary to be flush with existing adjacent walkways. Maximum slope is ¼" rise per 12" run as indicated on the Drawings.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will reasonably ensure good results. Maintain conditions required for product performance until Substantial Completion.

- D. 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.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
 - H. 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.
 - I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.5 STARTING AND ADJUSTING INSTALLED EQUIPMENT (not applicable to this project)
- 3.6 PROTECTION OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
 - B. Comply with manufacturer's written instructions for temperature and relative humidity.
- 3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective new construction.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore any existing permanent facilities used during construction to their specified condition.
- C. Remove and replace new damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair new components that do not operate properly. Remove and replace operating components that cannot be repaired
- E. Resurfacing of new cast-in-place concrete is not an acceptable repair. Replace the full thickness of any new concrete if the dried/cured surface is deficient.

END OF SECTION 01700

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 00110, Specification Section 00110 shall govern.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not necessarily limited to, the following:
 - 1. Inspection Procedures, Substantial Completion.
 - 2. Final Completion.
 - 3. List of Incomplete Items (Punch List).
 - 4. Project Record Documents.
 - 5. Operation and Maintenance Manuals.
 - 6. Warranties.
 - 7. Final Cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Digital Image Documentation" for submitting Final Completion digital images and CD.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 4. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Advise Owner of any pending insurance changeover requirements.
 - 2. Submit any required specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit any required releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

4. Prepare and submit any required Project Record Documents, operation and maintenance manuals, and other required final record information.
 5. Deliver any required tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 6. Deliver keys to Owner if applicable.
 7. Complete startup testing of systems if applicable.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, portable toilet, sheds, and similar elements.
 9. Complete final cleaning requirements, including any required touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written (e-mail is acceptable) request for inspection for Substantial Completion. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will determine the state of preparedness and will notify Contractor of items that must be completed or corrected before formal inspection and final acceptance.

1.4 FINAL COMPLETION

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

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. A Record Drawings and Record Specifications submittal as described in "C" and "D" below is required from the Contractor only if the work varies from the Contract Documents prepared by the Architect. If the Contractor does not submit Record Drawings, the lack of submittal shall constitute a certification by the Contractor that all Work is as per the Contract Documents prepared by the Architect.
- C. Record Drawings: Maintain and submit one black and white copy of the Contract Drawings and one copy of the approved Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a) Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b) Accurately record information in an understandable drawing technique.
 - c) Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d) Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- D. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product in-

stallation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

E. Record Product Data: (not applicable to this project)

F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.6 OPERATION AND MAINTENANCE MANUALS (not applicable to this project)

1.7 WARRANTIES

A. Organize any required warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

B. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a) Clean Project site, yards, crawlspace, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b) Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits..
 - c) Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d) Clean exposed exterior building surfaces adjacent to Contractor work to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e) Touch up and otherwise repair and restore any damage caused by the Contractor.
 - f) Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - g) Leave Project area clean and ready for use and occupancy.
- C. Pest Control: If the project includes interior work, verify that all interior spaces that are part of the work site are free of insects, rodents, and other pests.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 02060 – DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Demolish existing items as explicitly indicated in the Contract Documents.
 - 2. Demolish existing items as required to perform the Work. In particular, existing walkways shall be removed wherever new walkways are to be provided at the same location. Do not install new walkways over existing walkways except in special circumstances in which the Architect gives written permission to do so.
 - 3. Removal of materials from site.

1.3 SUBMITTALS

- A. Not required.

1.4 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent areas and adjacent existing construction. Minimize disturbance to tenants.
- B. Existing concrete footings may overlap existing walkway material to be replaced. Take all reasonable precautions to avoid damage to the fence footings. Excavate as required to remove the existing walkway material.
- C. Provide, erect, and maintain temporary barriers and security devices as reasonably required for safety and security.
- D. Conduct operations with minimum interference to public thoroughfares. Maintain egress and access at all times.
 - 1. Do not close or obstruct public sidewalks without required permits.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prevent any Contractor-caused movement or settlement of adjacent structures.
- B. Protect existing landscaping materials, appurtenances and structures which are not to be demolished.

3.2 EXECUTION

- A. Demolish indicated items and appurtenances in an orderly and careful manner.
- B. Cease operations and notify consultant immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures have been taken
- C. Removed concrete shall be recycled as required by law.
- D. Remove any materials to be retained in a manner to prevent damage. Store and protect in accordance with requirements of Section 01600.
- E. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- F. Do not burn or bury materials on site.
- G. Remove demolished materials from site as work progresses. Leave site in clean condition.

END OF SECTION 02060 MAIN TEXT.

FOUR PAGES OF ADDITIONAL SECTION 02060 TEXT FOLLOW; THEY INDICATE REGULATIONS WITH WHICH THE CONTRACTOR MUST COMPLY WHEN APPLICABLE TO THE PROJECT.

Environmental Regulations Related to Demolition of Buildings

Residential Demolitions

- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**
- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.
 - Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
 - If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal.
 - Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, whitegoods, and electronic wastes. See the attached list for more examples of unauthorized waste.
- Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

Commercial Demolitions

- Asbestos – According to LAC 33:III.5151, any institutional, commercial, public, industrial or residential structure, installation or building having five (5) or more dwelling units is subject to applicable asbestos regulations.
 - As such, any building to be demolished must be thoroughly inspected for the presence of asbestos prior to the start of demolition activities.
 - Additionally, an Asbestos Notification of Demolition Form (AAC-2 Form) must be sent to the LDEQ Main Office in Baton Rouge whether the inspection reveals the presence or asbestos or not.
 - All regulated asbestos containing material (RACM) must be removed prior to demolition. See definition of RACM at http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title33/33v03.doc#TOCT_SubC378
- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**
- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.
 - Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
 - If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal.

**The City of New Orleans
Hunter's Field, Phase II Improvements**

June 1, 2015

- Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, whitegoods, and electronic wastes. See the attached list for more examples of unauthorized waste.
- Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

Revised 10/25/06

For questions call Daniel Odem @ (504) 736-7748 / (225) 573-7005 or Wayne Desselle @ (504) 736-7712 / (504) 919-9355

**UNAUTHORIZED WASTES
 WHICH MUST BE SEPARATED FROM C/D DEBRIS**

<p><u>Chemicals</u> Gasoline Diesel Pesticides Herbicides Solvents (paint thinners) Fuel additives Bug spray Wood strippers Cleaners (oven, drain, toilet) Rat poison Motor oil Bleach Etc.etc.</p> <p><u>White Goods</u> Refrigerators Freezers Washers, dryers Hot water heaters Ovens, stoves, ranges Microwave ovens Etc.etc.</p>	<p><u>Paints</u> Latex Enamel Oil based Paint Thinners Stains, finishes, glues Etc.etc.</p> <p><u>Electronics</u> Computers, keyboards, monitors TVs Stereos VCRs DVDs Fluorescent light Bulbs/ballasts Etc. etc.</p> <p><u>Miscellaneous</u> Tires Fire extinguishers Pool chemicals Batteries (auto, small batteries, NiCad, Lithium) Medical wastes Guns, ammo Fireworks Creosote pilings</p>	<p><u>Gasoline Engines</u> Lawnmowers Chainsaws Edgers Weedeaters Etc.etc.</p> <p><u>Compressed Gas</u> Propane Oxygen Etc.etc.</p> <p><u>Aerosol Cans</u> All aerosol cans</p> <p><u>Medicines</u> All medicines</p>
---	---	---

!!! Important Safety Bulletin !!!

To Ensure the Safety of the Public & Contractors Before Demolition Begins:

- It is the responsibility of the customer and/or demolition contractor to notify ENTERGY that a building is being demolished and request the **removal of the Gas & Electric facilities** before demolition of the building begins.
 - *This is done by calling 1-800-Entergy (368-3749) to request the removal of Gas & Electric service lines. Please make sure Entergy's agent is notified that the building is being demolished. – This will prevent unnecessary delays and ensure proper processing.*
- Your schedule should allow 15 working days for the removal of the Gas & Electric service lines. **Don not assume that if Gas & Electric meters have been removed, that the Gas & Electric service lines have been disconnected.**
- **Louisiana law (LRS 45:141-146) prohibits unauthorized persons from working, including moving equipment, within ten feet of any high voltage overhead electric utility line.**
 - *Work shall be performed only after satisfactory mutual arrangements have been completed between the owner or operator (Entergy) of the high voltage overhead electric utility line and the person responsible for the work to be done.*
- **Louisiana law (Part VII of Chapter 8 of Title 40, and the sections as R.S. 40:1749.11 to 40:1749.26) requires excavators and demolishers to call a regional notification center prior to beginning work.**
 - *Prior to any excavation or demolition, each excavator or demolisher, including cable television owners or operators, shall serve telephonic notice of the intent to excavate or demolish to the regional notification center or centers serving the area in which the proposed excavation or demolition is to take place. Such notice shall be given to the notification center at least ninety-six hours, but not more than one hundred twenty hours, excluding weekends and holidays, in advance of the commencement of any excavation or demolition activity.*

See entire laws at www.laonecall.com or call 1-800-272-3020

SECTION 02222 - EXCAVATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. In cases of conflict between this Specification Section and the Civil drawings/specifications, the Civil documents shall govern.

1.2 SUMMARY

- A. This section includes the following:
 - 1. All excavations.

1.3 PROTECTION

- A. If reasonably required to protect existing construction, underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- B. Notify Architect of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- C. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- D. Grade excavation top perimeter to prevent surface water runoff into excavation.
- E. Take all reasonable precaution to avoid damage to underground construction and to avoid hazards to workers.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, and debris.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum.

- B. Take all reasonable precautions to avoid damage to existing underground plumbing and electrical items.

3.2 EXCAVATION

- A. Excavate subsoil required for foundations, paved areas, sidewalks, and other work.
- B. Excavate for trenches to depth indicated or required and to establish indicated flow lines or invert elevations. Maintain uniform width required for particular item to be installed, including width to provide amply working room. Provide 9" clearance on both sides of pipe or conduit as minimum, trench width is indicated on the drawings.
- C. Excavation shall not interfere with normal 45 degree bearing angle of any foundation.
- D. Hand trim excavation and leave free of loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd, measured by volume.
- F. Correct unauthorized excavation at no cost to Owner.
- G. Fill excavated areas in accordance with the Civil drawings and specifications

END OF SECTION 02222

SECTION 02830 – CHAIN LINK FENCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Repair of the existing chainlink fence where indicated on the drawings. The chain link fence height shall match the existing.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - A-53 Specifications for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - A-90 Test Method for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles
 - A-120 Specifications for Pipe, Steel, Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
 - A-121 Specifications for Zinc-Coated (Galvanized) Steel Barbed Wire.
 - A-392 Specification for Zinc Coated Steel Chain-Link Fence Fabric.
 - C-94 Specification for Ready-Mixed Concrete.
 - F-567 Practice for Installation of Chain Link Fence.
 - F-626 Specification for Fence Fittings.
 - F-669 Specification for Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence.

1.4 QUALITY ASSURANCE

- A. Galvanized coatings shall be tested in accordance with ASTM A-90.

1.5 SUBMITTALS

- A. Submit shop drawings and product data under the provisions of Section 01330.
- B. Submit manufacturer's certification prior to installation that all materials meet the requirements of the specifications. Where manufacturer's certifications are unavailable, submit test results which show the items in question to conform to specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Framework shall be as follows:
1. Framework shall be galvanized (inside and out) steel in accordance with the strength requirements of ASTM F-669 for "Heavy Industrial" fence.
 2. Framework shall be full weight Schedule 40 pipe galvanized (1.8 oz/ft²) in accordance with ASTM A-120 or ASTM A-53 and sized as follows:
 - a. Line posts for 6-foot tall fence shall be 2" NPS.
 - b. End, corner, and pull posts for 6-foot tall fence shall be 2 ½" NPS.
 - c. Brace and rail shall be 1 ¼" NPS. Provide two rails at 6-foot tall fence. Provide 3 rails at 10-foot tall fence.
 - d. Backstop posts (10-foot tall fence posts) shall be 3 ½" NPS.
- B. Fabric shall be galvanized steel, zinc coated steel, 9 gauge, 2" mesh, Type I in conformance with Federal Specification RR-F-191/2C, ASTM A-392 – Class 2. Top salvage shall be twisted.
- C. Tension wire shall be seven gauge marcelled or crimped coil galvanized steel wire, with 1.2 oz of zinc per square foot of surface.
- D. Fittings shall be pressed steel, of good commercial quality in conformance with ASTM F-626. Fittings shall be galvanized with 1.2 oz. zinc per square foot.
- E. Gates: Shape and size of the gate frame shall be as indicated. Framing and bracing members shall be of round steel. Steel member finish shall be zinc coated. Gate fabric shall be as specified herein for chain-link fencing fabric. Special gate frames shall be as indicated. Attach gate fabric to the gate frame by method

standard with the manufacturer, except that welding will not be permitted. Arrange padlocking latches to be accessible from both sides of the gate regardless of latching arrangement.

- F. Latches: Hinges, Stops, Keepers, Dome Caps, and other Accessories: Where such items are required, they shall be zinc-coated steel, with weight of zinc-coating not less than 2.0 ounces per square foot. Provide each post with a dome cap to fit.
- G. Concrete at 6-foot tall fence: Provide a minimum of at least 6 inches of concrete around all new fence posts, from grade to the underground end of the post. (For example, a 2" diameter post shall be embedded in a 14" minimum diameter footing.). The depth of the fence post below existing grade shall be a minimum of 36 inches, and the concrete footing shall be a minimum of 36" deep. Concrete strength shall be 4000 PSI minimum at 28 days.
- H. Concrete at 10-foot tall fence (backstop): Provide a minimum of at least 8 inches of concrete around all new fence posts, from grade to the underground end of the post. (3½" diameter post shall be embedded in a 19½" minimum diameter footing.). The depth of the fence post below existing grade shall be a minimum of 42 inches, and the concrete footing shall be a minimum of 42" deep. Concrete strength shall be 4000 PSI minimum at 28 days.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install new fencing where indicated on the drawings.
- B. Posts within each straight run of new fencing shall be evenly spaces. Unless indicated otherwise, the maximum post spacing shall be eight feet on-center (8' OC).

3.2 CLEANUP

- A. Remove existing and waste fencing materials and other debris from the fencing site.

END OF SECTION 02830

SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. New cast-in-place concrete walkway (sidewalk) work.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. ACI 301 "Specifications for Structural Concrete for Buildings".
 - 2. ACI 318 "Building Code Requirements for Reinforced Concrete".
 - 3. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
 - 4. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
 - 5. International Building Code (IBC), 2009 Edition.
- B. Workmanship:
 - 1. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements including dimensions, strength, tolerances and finishes.
- C. Concrete Testing Service:
 - 1. Testing by a third party firm shall be performed at the option of the Owner and at the Owner's expense.
 - 2. Cooperation Required: The Contractor shall cooperate with the Testing Laboratory and shall furnish the following:
 - a) All required material samples.
 - b) Identity of material sources and instructions to the suppliers to cooperate with the testing laboratory.

- c) Notify the Architect 24 hours in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 - 3. Materials and installed work may require testing and retesting, as directed by the Architect, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. The retesting due to rejected materials and testing of installed work shall be done at the Contractor's expense.
- D. Tests for Concrete Materials:
 - 1. Test aggregates by method of sampling and testing of ASTM C33.
 - 2. For portland cement, sample the cement and determine the properties by the methods of test of ASTM C150.
 - 3. Submit written reports to the Architect, for each material sampled and tested, prior to the start of work. Provide the project identification name and number, date of report, name of contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- E. Notification of Architect:
 - 1. Notify Architect a minimum of 24 hours prior to all scheduled concrete deliveries.

1.4 SUBMITTALS

- A. Manufacturer's Data; Concrete Work: Submit manufacturer's product data with application and installation instructions for proprietary materials and items. Submit mix design with anticipated 28-day compressive strength.
- B. Record Documents; Concrete Work:
 - 1. The Contractor's Superintendent shall mark using red ink on the Record Drawings, the time and date of placing of concrete at each area of new concrete work. The Drawings shall be kept on file at the job site until final acceptance of the work, in accordance with the provisions of Section 01770. Provide a copy of this marked-up set of drawings if requested by the Architect.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood-faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness and restraint to withstand pressure of newly-placed concrete without bow or deflection.
- B. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible trademark of an approved inspection agency.
- C. Form Coatings:
 - 1. Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces to be cured with water or curing compound.
 - 2. Manufacturers/products or approved as equal by Architect:
 - a) Formfilm by A.C. Horn
 - b) Form-Saver by Sonneborn.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bar: not applicable to this project
- B. Steel Wire: ASTM A82, plain, cold-drawn, steel.
- C. Welded Wire Fabric (WWF): ASTM A-185, welded steel wire fabric. Install at mid-thickness of all new concrete slabs unless noted otherwise. WWF shall be 6X6, 4/4 unless noted otherwise.
- D. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use supports complying with ACI-315 recommendations, unless otherwise indicated.
 - 1. Chairs shall be one of the following classes:
 - a) Pregalvanized.
 - b) Plastic protected.
 - c) Stainless steel protected.
 - d) Ceramic.

2. Concrete brick supports may be used in lieu of the above for reinforcing bars.

2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C150, Type I.

1. Use only one brand of cement throughout the project.

B. Normal Weight Aggregates: ASTM C33, and as herein specified.

1. Provide aggregates from a single source for all exposed concrete.
2. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Any fine aggregate deficient in No. 50 or No. 100 mesh material shall be compensated by the addition of limestone dust in sufficient quantity to produce an aggregate complying with requirements.
3. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam or foreign matter, and as follows:
 - a) Washed gravel or crushed stone.
 - b) Size 67, of generally cubical shape, and reasonably free from thin, flat, or elongated pieces.
 - c) Water: Clean, fresh, drinkable, free from deleterious organic matter and in conformance with ASTM 318.
 - d) Admixtures: No admixtures or additives including fly ash will be allowed without the prior written consent of the Architect.
4. Concrete compressive strength shall be a minimum of 3000 PSI after 28 days of curing.

2.4 RELATED MATERIALS

- A. Moisture Barrier: 6 mil thick clear polyethylene sheet. Provide directly under all new concrete slabs unless noted otherwise.
- B. Membrane-Forming Curing Compound: not applicable to this project.

2.5 PROPORTIONING AND DESIGN OF MIXES

- A. In advance of concrete operations, all materials proposed for use may be sampled and tested by the Owner to determine their compliance with specifications. The Contractor will supply samples to the Owner if requested by the Architect.
- B. The concrete shall be designed in accordance with ACI 211.1 to produce the strength of each class of concrete in accordance with the requirements outlined below.

- C. Walkway (sidewalk) concrete shall have a minimum ultimate compressive strength at 28 days of 3,000 p.s.i., using the maximum and minimum slumps and corresponding water/cement ratios recommended by ACI 211.1 for moderate exposure.
- D. Concrete fence post footings shall have a minimum ultimate compressive strength at 28 days of 4,000 p.s.i., using the maximum and minimum slumps and corresponding water/cement ratios recommended by ACI 211.1 for moderate exposure.

2.6 CONCRETE MIXING

- A. Mix materials for concrete in an acceptable drum type batch machine mixer. For mixers of one cubic yard, or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after all ingredients are in the mixer, before any part of the batch is released. For mixers of capacity larger than one cubic yard, increase the minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cubic yard or fraction thereof.

PART 3 - EXECUTION

3.1 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct forms complying with ACI 347, to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in sinkages, keyways, recesses, chamfers, blocking, screeds, bulkheads, anchorages, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against the concrete surfaces.
- E. Provide continuous and uniform chamfers or rounded profiles at exposed corners and edges as indicated in the Drawings.

- F. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalled concrete surfaces upon removal.
 - 1. Unless otherwise shown, provide ties such that the portion remaining within concrete, after removal, is at least one inch inside concrete.
 - 2. Unless otherwise shown, provide form ties which will not leave holes larger than 1-1/2" diameter in concrete surface.
- G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.
- H. Tolerances: Construct formwork so as to insure that the concrete surfaces will conform to the following tolerances:
 - 1. Variation of the surface from plane
 - a) Not greater than 1/4 inch from any straight line intended to lay entirely on the plane surface whose greatest dimension is a maximum of 10 feet.
 - 2. Variation in the thickness of slabs, including walkways:
 - a) Minus: Concrete may not be thinner than the specified thickness.
 - b) Plus: no more than 1 inch

3.2 PLACING REINFORCEMENT

- A. Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least the minimum coverages for concrete protection.
 - 1. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire

ties so ends are directed into concrete, not toward exposed concrete surfaces.

2. Do not place reinforcing bars more than 2" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least two full mesh and tie with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

3.3 JOINTS

- A. General: No construction joints other than those shown on the Drawings will be permitted unless prior approval is obtained from the Architect. Joints to existing concrete work shall be made as indicated on the Drawings. Where concrete is to be removed and replaced, care shall be taken so that existing reinforcing steel is not damaged or removed unless shown otherwise on the Drawings. Such steel shall be cut as directed in the field and shall be field bent into position to lap with new adjacent reinforcing steel. Concrete surfaces shall be treated with an approved adhesive before placing new concrete.
- B. Vapor Barrier: Lap joints a minimum of twelve inches.

3.4 INSTALLATION OF EMBEDDED ITEMS

- A. General: Coordinate the setting and building into the work of anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items not being installed under other sections of the specification.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds. The Contractor has the option to wet screed.

3.5 PREPARATION OF FORM SURFACES

- A. Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed.
- B. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

- C. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting.

3.6 CONCRETE PLACEMENT

- A. **Preplacement Inspection:** Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit the installation of their work; cooperate with other trades in setting such work, as required. Thoroughly wet wood forms immediately before placing concrete, as required where form coatings are not used.
- B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- C. **General:** Comply with ACI 304, and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing.
- D. **Placing Concrete in Forms:** Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices of ACI 309, to suit the type of concrete and project conditions.
 - 2. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the placed layer of concrete and at least 6" into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix.
- E. **Placing Concrete Slabs:** Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Bring slab surfaces to the correct level with a straightedge and strike-off. Use bull floats or derbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in the proper position during concrete placement operations.

F. Cold Weather Concreting Placing.

1. Except as modified herein, cold weather concreting shall comply with ACI 306. The temperature of concrete at the time of mixing shall be not less than that shown in the following table for corresponding outdoor temperature (in shade) at the time of placement:

<u>Outdoor Temperature</u>	<u>Concrete Temperature</u>
Below 30° F	70° F
Between 30° F & 45° F	60° F
Above 45° F	45° F

2. When placed, heated concrete shall not be warmer than 80° F.
3. When freezing temperatures may be expected during the curing period, the concrete shall be maintained at a temperature of at least 50° F for 5 days or 70° F for 3 days after placement. Concrete and adjacent form surfaces shall be kept continuously moist. Sudden cooling of concrete shall not be permitted.

G. Hot Weather Concreting Placing.

1. Except as modified herein, hot weather concreting shall comply with ACI 305. At air temperatures of 90° F or above, concrete shall be kept as cool as possible during placement and curing. The temperature of the concrete when placed in the work shall not exceed 90° F.
2. Plastic shrinkage cracking, due to rapid evaporation of moisture, shall be prevented. Concrete shall not be placed when the evaporation rate (actual or anticipated) equals or exceeds 0.2 pound per square foot per hour, as determined by Figure 2.1.5 in ACI 305.

3.7 FINISH OF FORMED SURFACES

- A. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to the concrete or a covering material bonded to the concrete. This is the as-cast concrete surface as obtained

with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed.

- B. Related Unformed Surfaces: At tops of beams, horizontal offsets and similar unformed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise shown.

3.8 MONOLITHIC SLAB FINISHES

A. Float Finish:

1. Apply float finish to monolithic slab surfaces that are to receive trowel finish.
2. After screeding and consolidating concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/4" in 10' when tested with a 10' straight edge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surfaces to a uniform, smooth, granular texture.

B. Trowel Finish:

1. Apply trowel finish to monolithic slab surfaces that are to be exposed-to-view and slab surfaces that are to be covered with resilient flooring.
2. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4" in 10' when tested with a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system. Apply sealing compound to room slab surfaces as specified elsewhere.

C. Finish at exterior concrete surfaces:

1. Finish to match existing exterior concrete surfaces, except as otherwise indicated.

3.9 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.
- B. Curing Methods: Perform curing of concrete by membrane curing, as herein specified.
 - 1. Provide membrane curing to slabs as follows:
 - a) Apply membrane-forming curing compound to concrete surfaces as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas which are subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period. Use cure and seal compound compatible with specified floor finish. Curing compound shall not be used where terrazzo finish or cementitious finish is to be applied. In these areas, use continuously wet burlap for seven day curing period.
 - 2. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of the appropriate curing compound.

3.10 SHORES AND SUPPORTS

- A. Comply with ACI 347 for shoring and reshoring in multi-story construction.
- B. Remove shores and reshore in planned sequence to avoid damage to partially cured concrete locate and provide adequate reshoring to safely support the work without excessive stress or deflection. Keep reshores in place as required in Paragraph A.

3.11 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, floors, columns, and similar parts of the work, may be removed when concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, may be removed 7 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or concrete members.

- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.12 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact form surfaces as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.

3.13 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill-in holes and openings left in existing concrete structures due to demolition of existing concrete beams and columns.
- B. Disposal and washing: Do not allow any concrete washout onto the turf grass or other planted areas. Washout into receptacles and dispose of off-site. If the Contractor washes out concrete onto soil on site, the Contractor shall remove the top 24" of soil at the washout area, replace it with river sand fill, and provide replacement planting throughout the area.

3.14 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas at formwork (at vertical surfaces where formwork has been removed) with cement mortar immediately after removal of forms.
 - 1. Cut out and repair concrete where required for structural integrity as directed by the Architect.
 - 2. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- B. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

1. Replace concrete wherever finished unformed surfaces that contain defects which adversely affect durability of concrete.
2. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete of full specified paving thickness
4. Use epoxy-based mortar for structural repairs.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Sampling and testing for quality control during the placement of concrete may include the following, as directed by the Architect.
1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
 2. Slump: ASTM C143; one test for each concrete load at point of discharge; and one test for each set of compressive strength test specimens.
 3. Air Content: ASTM C231 pressure for normal weight concrete; one for each set of compressive strength test specimens.
 4. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below, and when 80 degrees F. and above; and each time a set of compression test specimens is made.
 5. Compression Test Specimen: ASTM C31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
 6. Compression Tests: Four concrete compression test cylinders shall be made each day when 25 cubic yards of concrete are placed. Two additional sets shall be made from each additional 100 cubic yards, or major fraction thereof, placed in any one day. Two cylinders of each set shall be tested at an age of 7 days, and two cylinders shall be tested at an age of 28 days. Compression tests will be evaluated in accordance with ACI 214 and 318.
 7. Test cylinders shall be made, cured, stored, and delivered to the laboratory in accordance with ASTM C31 and tested in accordance with ASTM C39.
 8. Each set of compression test cylinders shall be marked or tagged with the date and time of day the cylinders were made, the location in the work where the concrete represented by the cylinders was placed, the delivery truck or batch number, the air content, and the slump.
- B. Test results will be reported in writing to the Architect and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and

materials; compressive breaking strength and type of break for both 4-day tests and 28-day tests.

- C. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Architect. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. The Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- D. The delivery ticket that accompanies each load of concrete to the jobsite shall contain all of the information specified in ASTM C-94. The following additional information shall be provided on each delivery ticket:
 - 1. The reading of the revolution counter at the first addition of water, and
 - 2. The total amount of mixing water added. This includes free water on the aggregates, water and ice batched at the plant, and water added by the truck operator from the mixer tank.

3.16 ACCEPTANCE OF CONCRETE WORK

- A. Completed concrete work which meets all applicable requirements will be accepted without qualifications.
- B. Completed concrete work which fails to meet one or more requirements but which has been repaired to bring it into compliance will be accepted without qualification.
- C. Completed concrete work which fails to meet one or more requirements and which cannot be brought into compliance may be accepted or rejected as provided in these Specifications.
- D. If the concrete fails to meet the compressive strength requirements herein, additional curing may be required and modifications may be required in the concrete mix design for the remaining concrete work, at the expense of the Contractor.
- E. The strength of the structure in place will be considered potentially deficient if it has been subject to any of the following adverse conditions, which affect the strength of the structure, including but not necessarily limited to the following conditions:
 - 1. Low concrete strength as evaluated by procedures test.
 - 2. Reinforcing steel size, quantity, strength, position or arrangement at variance with the requirements of these Specifications or the Drawings.

3. Concrete which differs from the required dimensions or location in such a manner as to reduce the strength.
 4. Curing less than that specified.
 5. Inadequate protection of concrete from extremes of temperature during early stages of hardening and strength development.
 6. Mechanical injury as defined in these Specifications, construction fires, accidents or premature removal of formwork likely to result in deficient strength.
 7. Poor workmanship likely to result in deficient strength.
 8. Exposure to rain or similar excessive moisture during early curing.
- F. If a structural analysis by the Architect indicates the completed structure will be suitable for its intended use, it may be accepted.
- G. Concrete work judged inadequate by structural analysis or by results of a load test shall be removed and replaced at the Contractor's expense.

END OF SECTION 03300

SECTION 07901 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Clean and prepare joint surfaces.
 - 2. Sealant Materials.
 - 3. Accessories

1.3 REFERENCES

- A. ASTM C790 - Recommended Practices for Use of Latex Sealing Compounds.
- B. ASTM C804 - Recommended Practice for Use of Solvent-Release Type Sealants.
- C. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.

1.4 SUBMITTALS

- A. Submit product data and samples under provisions of Section 01330.
- B. Submit samples of sealant colors.
- C. Submit manufacturer's surface preparation and installation instructions under provisions of Section 01330.
- D. Submit copies of material safety data sheets.

1.5 WARRANTY

- A. Provide two year warranty under provisions of Section 01770.
- B. Warranty: Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

PART 2 - PRODUCTS

2.1 SEALANT MATERIALS

- A. Sealant at building and amphitheater
 - 1. Polyurethane base, single-component, chemical curing; capable of being continuously immersed in water, withstand movement of up to 20 percent of joint width and satisfactorily applied throughout a temperature range of 40 to 80 degrees F; uniform, homogeneous, and free from lumps, skins, and coarse particles when mixed; Shore A hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected via submittals process.
 - 2. Acceptable products or approved as equal by Architect:
 - a) "Sikaflex-1A", Sika Corporation.
 - b) "Dynatrol I", Pecora.
 - c) "Sonolastic NPI", Sonneborn-Contech, Inc.

- B. Gutter Sealant
 - 1. Meeting requirements of ASTM C-1311.
 - 2. Acceptable products or approved as equal by Architect:
 - a) "Gutter and Flashing Butyl-flex Rubber Sealant," DAP

- C. Walkway (sidewalk) Sealant
 - 1. See Civil Drawings.

2.2 ACCESSORIES:

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Filler: ASTM D1565 round, open, cell polyethylene or butyl rubber foam rod; compatible with joint forming materials.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify joint dimensions, physical, and environmental conditions are acceptable to receive work of this Section.
- B. Beginning of installation means acceptance.

3.2 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- E. Use bond breaker where required.

3.3 INSTALLATION

- A. Perform work in accordance with ASTM C804 for solvent release and C790 for latex base sealants.
- B. Install sealant in accordance with manufacturer's instructions.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints concave.
- E. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

3.4 CLEANING

- A. Remove excess materials adjacent to joints by mechanical means or with oxylol, xylene, or reducer 990 as work progresses to eliminate evidence of spillage or damage to adjacent surfaces.
- B. Remove cured sealant by cutting with a sharp edged tool.
- C. Remove thin films by abrading.

3.5 SCHEDULE

- A. Exterior where aluminum window system meets wall construction: Type 1.

- B. Interior horizontal and vertical joint where wood door casing and or wood base meets gypsum board: Type 3.
- C. Interior horizontal and vertical joint where wood window casing, stool, or trim meets gypsum board: Type 3.
- D. Exterior where fiber cement siding meets fiber cement siding or fiber cement trim boards: Type 5.
- E. Exterior where existing metal gutters meet new metal gutters and between new metal gutter sections: Type 4.
- F. Exterior where wood trim or wood door casing meets fiber cement or fiber cement trim board: Type 5.
- G. Exterior caulking in general: Type 5.
- H. Interior where bathtub, lavatory or countertop meets wall: Type 2.
- I. Exterior where sidewalk meets building or sidewalk meets sidewalk (Detail 4, sheet LS1): Type 6.

END OF SECTION 07901

