



ST. TAMMANY PARISH

PATRICIA P. BRISTER
PARISH PRESIDENT

April 6, 2017

Please find the following addendum to the below mentioned BID.

Addendum No.: 2

Bid#: 318-00-17-23-2

Project Name: Fairgrounds Phase 3

Bid Due Date: Tuesday, April 11, 2017

GENERAL INFORMATION:

1. Please be advised, this project is not Tax Exempt.
2. The wall of the concession stand that is facing the arena has no parapet and terminates at 16' 2-1/2" above finish floor.
3. Be advised, other ongoing projects run by St. Tammany Parish Government that runs concurrent to and on the Fairgrounds Phase 3 project site, will not interfere with the construction of this project.
4. The staging is to be specified by St Tammany Parish Government at a point in time after the project is awarded.
5. Please see the revisions below in regards to the drawings:
 - a. Under **Required Testing Services** Sheet C0.0 delete ~~"All fees associated with required testing shall be paid for directly by the contractor"~~ replace with:
"All testing for the Fairgrounds Phase 3 project will be contracted and paid for by the Owner (St. Tammany Parish Government). The Contractor shall be required to coordinate with the testing company to ensure work is scheduled, as required"
 - b. Please remove the HUD Contract Clauses and the Davis Bacon Wage Rates.
 - c. Please see revised detail A/C1.0 sheet C1.0. (Attached)
 - d. Please see revised sheet C2.0 for the grading revision. (Attached)
 - e. The earthwork for civil slab shall follow the same earthwork requirements as listed on the Paving Notes. (See C0.0 Pavement Notes)



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- f. On drawing 3/A1.0 delete the note, "~~Polished Concrete~~" and replace with "Sealed Concrete"
6. Please see the revisions below in regards to the drawings:

A. Section 03300 - CAST-IN-PLACE CONCRETE Part 1 General 1.1

Summary Delete Section: ~~B-Related Sections: 1. Division 02 Section "Earthwork" for drainage drilled shafts.~~

B. SECTION 04220 - CONCRETE UNIT MASONRY Part 1 General 1.1

Summary A Section Includes: Delete:

~~2. Decorative concrete masonry units.~~

~~3. Pre-faced concrete masonry units.~~

~~5. Masonry cell insulation.~~

C. SECTION 05400 - COLD-FORMED METAL FRAMING Part 1

General 1.1 Summary A Section Includes: Delete:

~~1. Exterior load-bearing wall framing.~~

~~2. Interior load-bearing wall framing.~~

~~3. Exterior non-load-bearing wall framing.~~

~~4. Floor joist framing.~~

D. Section 03300 - 07920 - JOINT SEALANTS Part 1 General 1.3 Action

Submittals Delete Section:

~~B-LEED Submittals:~~

~~1. Product Data for Credit IEQ 4.1: For sealants and sealant primers used inside the weatherproofing system, documentation including printed statement of VOC content.~~

~~2. Laboratory Test Reports for Credit IEQ 4: For sealants and sealant primers~~



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~~used inside the weatherproofing system, documentation indicating that they comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."~~

E. SECTION 08113 – STEEL DOORS AND FRAMES Part 1 General 1.2

Related Sections Delete Section:

~~B. Section 087100 Door Hardware~~

F. SECTION 08331 – OVERHEAD COILING DOORS Part 1 General

1.1 Summary Delete Section:

~~B. Related Sections:~~

~~1. Division 5 Sections: Miscellaneous Metals for steel supports.~~

~~2. Division 9 Sections: Finish Painting, Field Painting.~~

G. SECTION 08880 – GLAZING Part 1 General 1.1 Summary Delete

Section:

~~C. Hollow Metal Doors and Frames.~~

H. SECTION 08880 – GLAZING Part 1 General 1.1 Summary Delete

Section:

~~D. 1 Division 10 Section "Toilet and Janitorial Accessories". Mirrors~~

I. Section 09290 – GYPSUM BOARD Part 1 General 1.2 Summary

Delete Section:

~~A. 2. Exterior gypsum board for ceilings and soffits~~

~~3. Tile backing panels. 4. Texture finishes.~~

J. Section 09290 – GYPSUM BOARD Part 1 General 1.2 Summary

Delete Section:

~~B. Related Requirements:~~

PROCUREMENT DEPARTMENT

P.O. BOX 628 | COVINGTON, LOUISIANA | 70434 | PROCUREMENT@STPGOV.ORG | 985-898-2520

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~~1. Section 092216 “Non Structural Metal framing” for non structural framing and suspension systems that support gypsum board panels.~~

K. Section 09911 – PAINTING Part 1 General 1.2 Summary Revise the following items to read:

B. Related Sections include the following:

1. 05310 “Steel Deck” for shop priming structural steel.

3. 08113 “Hollow Metal Doors and Frames” for shop priming steel doors and frames.

L. Resinous Epoxy is to be used at epoxy flooring areas. Include a 6” cove at wall areas where epoxy is employed.

QUESTIONS & ANSWERS:

Question #1: What year was the original structure built? (this is the structure that this building is being added to)

Answer #1: The original building was constructed in 2005.

Question #2: Is there a sales contract on this property?

Answer #2: There will be NO sales contract on the building in this project.

Question #3: Please confirm that Pollution Liability and Environmental Liability insurances are indeed required for this project.

Answer #3: Pollution Liability and Environmental Liability insurance will be required on this project in order to facilitate the P/HVAC work and epoxy finishing as well.

Question #4: Is Installation Floater Insurance required? It is not one of the coverages marked as required, yet it is mentioned under the



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Builder's Risk narrative. This is a policy, not included on Builder's Risk policy, so please confirm if this separate policy is required.

Answer #4:

Section 6 "Insurance requirements" Section "C" Item 8 Builders Risk Insurance Responds to Floater Insurance requirement.

8. *Builder's Risk Insurance written on an "all-risk" or equivalent policy form shall be furnished by Contractor and carried which said insurance shall be in the full value, plus the value of subsequent Contract modifications, if any, and cost of materials supplied or installed by others, comprising 100% total value. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit. In addition, Installation Floater Insurance, on an "all-risk" form, will be carried on all pumps, motors, machinery and equipment on the site or installed. Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.*

Question #5:

Question under INSURANCE REQUIREMENTS Section 06. C #5 Pollution Liability and Environmental Liability. Is this insurance a requirement for the Fairground Phase #3?

Answer #5:

Please refer to Answer #3.

Question #6:

It states the owner is to provide kitchen equipment. Can you list what is included as there many kitchen equipment pieces.

Answer #6:

All kitchen equipment that is not hard wired or hard piped will be Owner furnished and Owner placed.



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Question #7:

Concerning the concrete floor finishes, per the finish schedule on Sheet A2.1 the flooring in the Men's and Women's Rest Rooms is to be epoxy. Is this painted epoxy or resinous epoxy? Please provide a specification for the epoxy floor system. The finish schedule calls for polished concrete at the other rooms. Please provide a specification for the polished concrete.

Answer #7:

Resinous Epoxy is to be used at the epoxy flooring areas.

Question #8:

No Specification for fixed Ladder? Drawing A2.0, detail #6 shows the ladder to be 16'-2 1/2" to the top rung of ladder. The parapet is 19'-4" at the top. The ladder is not tall enough to get over the parapet. Is this correct?

Answer #8:

The fixed exterior roof ladder with gate, shown on 6/A2.0, shall be an Alaco Model 561 and Alaco Model H300 Security Door or approved equal.

Question #9:

Drawing C1.0 Curb Detail, Shows at top of curb "fence posts by others". Are we to provide sleeves? If so, what size? Spacing?

Answer #9:

The embed plates are to be furnished by the Owner for the civil slab pour no later than 48 hours prior to the pouring of the concrete curb at the civil slab. Setting of these items will be coordinated with the Owner during construction. Please follow the civil drawings for any attachment requirements. The steel embed plates will be 6" x 6" with studs and set every 5'-0" on center.

Question #10:

Could not find a specification for toilet partitions or accessories, Mfg. preference?

Answer #10:

Please see Specification – 10155 Toilet Compartments. (Attached)

Question #11:

There are no specs for the aluminum soffit panel at the breezeway, is there a particular type and size panel the customer is looking for?

Answer #11:

Please see Specification – 074193 Soffit Panels. (Attached)



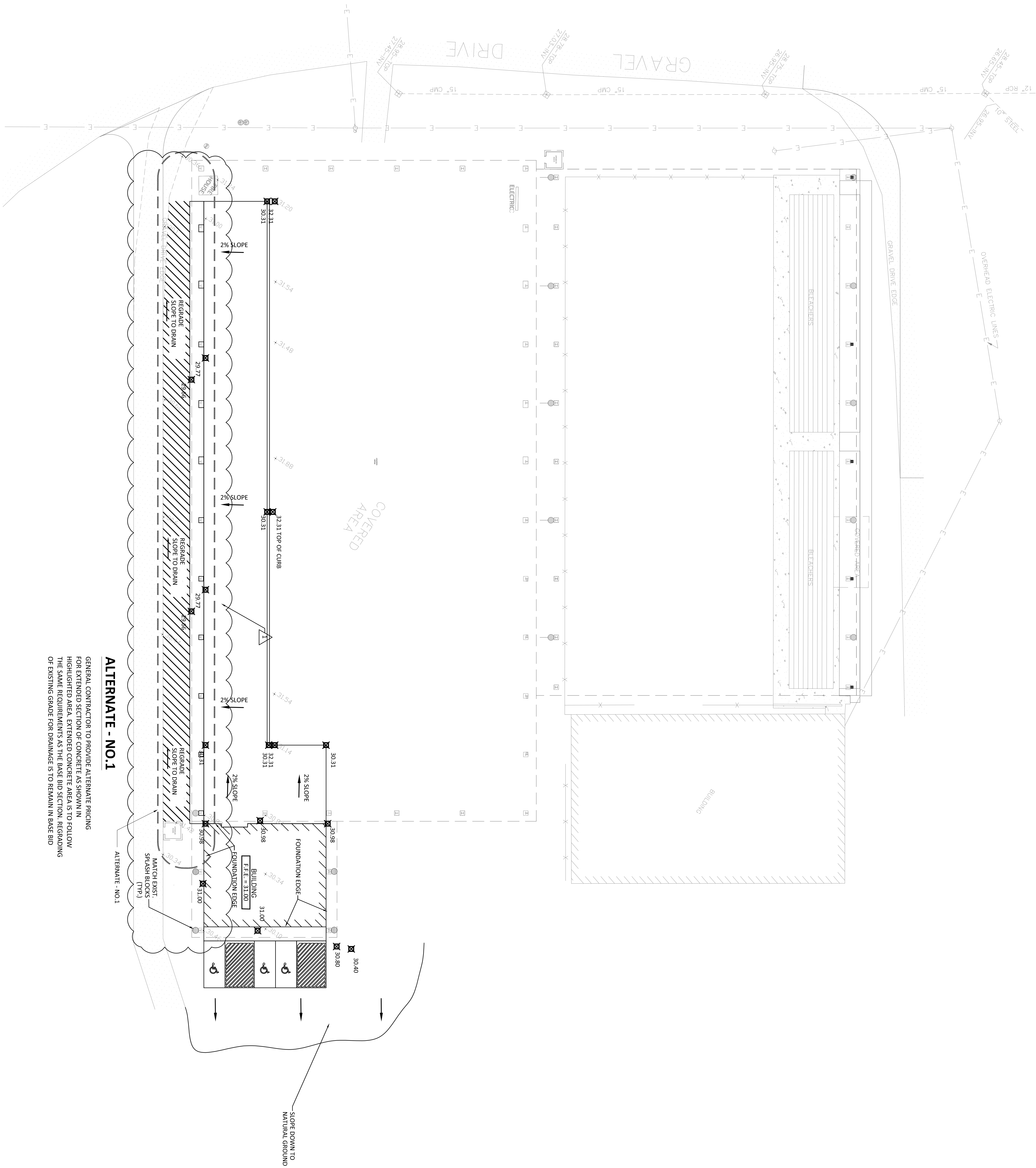
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ATTACHMENTS:

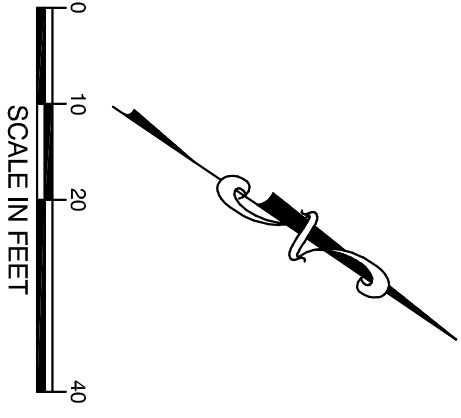
1. **Revised Sheet C1.0.pdf**
2. **Revised Sheet C2.0.pdf**
3. **Revised Specification Section – 07600 Flashing and Sheet Metal.pdf**
4. **Revised Specification Section – 09972 Concrete Sealers.pdf**
5. **Revised Specification Section – 10155 – Toilet Compartments.pdf**
6. **Revised Specification Section – 07 42 93 – Soffit Panels.pdf**
7. **Revised Specification Section – 096723 – Resinous Flooring.pdf**
8. **Revised Specification Section – 10 28 13 – Washroom Accessories.pdf**

<< End of Addendum #2 >>



ALTERNATE - NO.1

GENERAL CONTRACTOR TO PROVIDE ALTERNATE PRICING FOR EXTENDED SECTION OF CONCRETE AS SHOWN IN HIGHLIGHTED AREA. EXTENDED CONCRETE AREA IS TO FOLLOW THE SAME REQUIREMENTS AS THE BASE BID SECTION. REGRADING OF EXISTING GRADE FOR DRAINAGE IS TO REMAIN IN BASE BID



LEGEND:

- PROPERTY LINE
- - - - - EXISTING BUILDING OUTLINE
- ⊠ 30.00 PROPOSED GRADE (TOP OF SIDEWALK/PAVEMENT)
- ⊘ 30.50 FINISHED GRADE
- × 30.2 EXISTING GRADES

NOTE:
CONTRACTOR SHALL INSTALL INLET BARRIERS (SILT FENCE AND/OR HAY BALES) AROUND ALL NEW AND EXISTING CATCH BASINS WITHIN THE CONSTRUCTION AREA TO PREVENT SEDIMENT FROM ENTERING THE DRAINAGE SYSTEM.

SCALE: (24x36) 1" = 20'-0"	DESIGNED BY: JEP	
	DRAWN BY:	TM
SCALE: (11x17) 1" = 40'-0"	CHECKED BY: JEP	
	JOB NO.	16030
DATE: 6.JAN.17		

FAIRGROUNDS
PHASE 3
1301 N FLORIDA ST.
COVINGTON, LA
GRADING PLAN

REVISIONS			APP'D
DATE:	REMARKS:		
04.04.17	△ REVISED GRADING PLAN		

STAMP:

JAMES E. POWELL
REGISTERED ENGINEER
STATE OF LOUISIANA
No. 36212
Exp. 12/31/2025

Kyle Associates, LLC
Planning, Engineering, and Landscape Architecture
638 Village Lane N. • Mandeville, LA 70471 • 985.727.9377

C2.0
SHEET NO.

SECTION - 07600 FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. All Flashings unless specified or noted otherwise.
- B. Installation of lead flashings for vent pipes.
- C. Flexible Membrane Flashing

1.2 STANDARDS

- A. Meet requirements and recommendations of applicable portions of Standards listed:
 - 1. American Society for Testing and Materials. ASTM
 - 2. Lead Industries Association. LIA
 - 3. Federal Specifications. FS
- a. Meet the applicable requirements of the "Architectural Sheet Metal Manual" of the Sheet Metal and Air Conditioning Contractors' National Association, Inc., (SMACNA) unless exceeded by specific requirements of this Section.

1.3 SUBMITTALS

- A. Shop Drawings shall show locations, markings, quantities, materials sizes, fastenings, and shapes. Indicate by dimensions, locations of sheet metal items. Indicate methods of connecting, anchoring, fastening, bracing and attaching work of other trades. Draw Profiles, Sections, and Views of items especially fabricated for this work at a scale large enough to permit checking for design conformity.
- B. Submit descriptive literature and actual samples of any manufactured item approved during bid period, such as gravel stop system, which varies from that specified and detailed.
- C. Submit in accordance with Section 01300.

1.4 COORDINATION

- A. Coordinate sheet metal work with roofing, insulation, mechanical and related work of other trades.

1.5 WIND REQUIREMENTS

- A. All metal flashing shall be installed to withstand a wind load imposed by a 100 m.p.h. wind, while remaining in place.

1.6 DELIVERY AND STORAGE

- A. Arrange deliveries to provide sufficient quantities to permit continuity of installation of any phase or work. Store to prevent damage to materials or structure.

1.7 WARRANTY

- A. The Contractor for the sheet metal work shall warranty his work in writing free from defects in workmanship for a period of two years after completion, and shall make good all such defects discovered during this period. The warranty, addressed to the Owner, shall be delivered to the Architect.
- B. Material shall be warranted in writing for twenty (20) years non-prorated covering fade, chalking and film integrity - not show a color change greater than 5 NBS color units per ASTM 02244-79. Not show chalking excess of 8 per ASTM 0659-80.
- C. This warranty shall include labor and materials through the 20th year.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - PRE-PAINTED SHEET METAL FLASHING

- A. Vincent Metal Goods ColorKlad (Submit colors for selection by Owner).
- B. Pac-Clad (Submit colors for selection by Owner).
- C. Substitutions: Or approved equal.

2.2 MATERIALS - PRE-PAINTED SHEET METAL FLASHING

- A. All materials shall be 24 gauge hot dipped galvanized steel (G-90) commercial quality, extra smooth primed and finished one side with Kynar based fluoropolymer coating 1.0;±0.1 mil total dry film thickness unless noted otherwise.
- B. A wash coat of .3-.4 mil dry film thickness shall be applied to the reverse side.
- C. The pre-painted finished side shall be coated with a liquid applied factory installed strippable film for protection of the finished surface during shipping, fabrication and installation.
- D. The material shall be protected from heat and direct sunlight to prevent deterioration of the strippable film and possible finished coating.
- E. Color shall be as selected by Architect from the standard colors.

2.3 PERFORMANCE CRITERIA - PRE-PAINTED SHEET METAL FLASHING

- A. The 70 percent Kynar based finish coating shall conform to the following tests and standards: Hardness-F Minimum NCCA Technical Bulletin 11-12. Adhesion, Cross Hatch-1116 inch (no removal): NCCA Technical Bulletin 11-5. Formability, 2T Bend (no cracking or removal): ASTM D522-60 (1973). Reverse Impact, no removal when taped: NCCA Technical Bulletin 11-6 (impact force-70 in. lbs.).
- B. The base metal shall conform to the following tests and standards: Minimum yield:
 - 1. 36,000 PSI ASTM 370-77. Coefficient of Thermal Expansion - 6.7×10^{-6} in/in/Fo; ASTM E228-71 (1979), Modulus of Elasticity - 29×10^6 , ASTM E111-61 (1978).

2.4 SHEET METAL TYPES AND USES

- A. Cap flashing, gravel stops and cleats, splice plates at gravel stops and cap flashing and equipment curbs:
 - 1. Pre-painted sheet metal.
- B. Expansion joints and cleats, area divider flashing and all other areas not specifically addressed:
 - 1. Pre-painted sheet metal.
- C. Vertical expansion joints and through wall flashing:
 - 1. Pre-painted sheet metal.

- D. Stack projections and plumbing vents:
 - 1. 4# lead.
- E. Roof vents, watertight umbrellas and pitch pockets:
 - 1. Pre-painted sheet metal.

2.5 MEMBRANE FLASHING

- A. Provide where indicated in the Contract Documents, self-healing wall flashing. Materials shall be 32 mil thick, pliable and highly adhesive rubberized asphalt compound bonded completely and integrally to 8 mil thick, high density, four piles of cross laminated polyethylene film to produce an over-all 40 mil thickness in rolls. The product must be formulated for high temperature use with glazing systems, sheet metal copings and roofing panels.

2.6 MISCELLANEOUS MATERIALS

- A. Lead: 4# hard lead, containing not less than 3-3/4% nor more than 4-1/4% antimony, not less than 0.07% nor more than 0.10% arsenic and the remainder shall be lead.
- B. Solder: Conform to ASTM B32-70, 60% tin and 40% lead used with acid flux of type recommended for stainless steel; except use non-corrosive rosin flux over tinned surfaces.
- C. Nails: Stainless steel, size and type recommended for each application.
- D. Flashing Cement: Asphalt based.
- E. Primer Coating: Asphalt based.
- F. Joint Sealants: See Section 079200.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces that are to receive sheet metal. Report unsatisfactory conditions.
- B. Do not start installation of sheet metal until unsatisfactory conditions have been corrected.
- C. Proceeding with installation of sheet metal will be construed as evidence of acceptance of conditions under which sheet metal work will be done.
- D. Except as otherwise indicated, comply with SMACNA's "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

3.2 CORROSION PROTECTION

- A. Provide positive protection to prevent electrolysis between dissimilar metals used in contact with one another.
- B. B. Protect metals from corrosion when embedded in, or in contact with other materials.
- C. c. Coat flanges of sheet metal in contact with roofing with one coat primer coating prior to installing.

3.3 SHEET METAL

- A. Install all shop and job fabricated finishing according to details and approved Shop Drawings or the SMACMA manual.
- B. Fabricate sections up to 10 feet long in one piece. Fold all exposed edges back.
- C. Install flashing items as necessary to obtain weathertight condition.
- D. leave 1/2 inch gap at end joints and install 18 inches long cover plates set in roofing cement.
- E. Solder all corner joints.
- F. Form all sheet metal accurately to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
- G. Unless otherwise specifically permitted by the Architect, turn all exposed edges back 1/2 inch.
- H. Expansion: Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.

- I. Weatherproofing: Finish watertight and weathertight where so required.
- J. Make all lock seam work flat and true to line, and sweated full of solder.
 - A. Make all lock seams and lap seams, when soldered, at least 1/2 inch wide.
 - B. Where lap seams are not soldered, lap according to pitch but in no case less than 3 inches.
 - C. Make all flat and lap seams in direction of flow.

3.4 INSTALLATION OF PRE-PAINTED SHEET METAL

- A. Colorclad shall be cut, formed, or riveted using hand or power tools. Fabricate and install in accordance with drawing and specification using recognized sheet metal practices.
- B. Keep cutting edges sharp, clean, properly dressed and closely aligned. Exercise care during fabrication and erection to avoid damage.
- C. Use color matched touch-up paint and rivets where required.
- D. Coating must be mechanically removed if soldering is necessary.
- E. All fabrication and installation shall be accomplished with the strippable film in place.
- F. F. After installation is complete immediately remove strippable film. Extended exposure of strippable film to ultraviolet light may damage paint coating underneath.

3.5 NAILING

- A. Wherever possible, secure metal by means of clips or cleats without nailing through the metal.
- B. In general, space all nails, rivets, and screws not more than 8 inches apart and, where exposed to the weather, use lead washers.
- C. For nailing into wood, use barbed roofing nails 1-1/4 inch long by 11 ga through flat tin discs.

3.6 SOLDERING

- A. Thoroughly clean and tin all joint materials prior to soldering.
- B. Perform all soldering slowly in order to heat the seams thoroughly and to completely fill them with solder.
- C. Make all exposed soldering on finished surfaces neat, full flowing, and smooth.
- D. Cleaning: After soldering, thoroughly wash acid flux with a soda solution.

3.7 CLEAN-UP

- A. Remove soil, stain, and extraneous materials incidental to sheet metal work from adjacent surfaces. Remove and replace work that cannot be satisfactorily cleaned.
- B. Remove foreign matter and clean sheet metal work to satisfactory conditions to receive specified finish.
- C. For sheet metal work to receive no further finish, clean and protect exposed surfaces to present a neat, uniform and specified finish on completion of work.
- D. Repair any damaged sheet metal to match adjacent sheet metal work. Remove and replace damaged or defective work that cannot be satisfactorily repaired. Repairs that appear obvious as a patch will not be acceptable

END OF SECTION

SECTION 09972 CONCRETE SEALERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies an applied sealer for horizontal cast-in-place concrete surfaces.
- B. Related Sections: Refer to the following specification sections for coordination.
 - 1. Section 033000 - Cast-In-Place Concrete.

1.2 SUBMITTALS

1.3 Product Data: Submit manufacturer's product data and installation instructions.

- A. Mock-Up: Prepare a test area minimum 2 by 2 feet in size to verify suitability of the sealer and final appearance.

1.3 QUALITY ASSURANCE

B. Installer: Licensed installers experienced and trained in the use of specified products.

C. Suitability of Substrate: Concrete surface must be clean and dry with all stains, oil, grease, dust and dirt removed prior to application. A thorough pressure washing is highly recommended.

D. Regulatory Requirements: Comply with requirements of authorities having jurisdiction and applicable codes at the location of the project.

1.4 DELIVERY, STORAGE AND HANDLING

- A. A. Deliver materials and products in unopened factory labeled packages. Protect from damage.
- B. B. Store in a safe place, out of direct sunlight. Keep containers tightly sealed. Do not allow product to freeze. Use within manufacturer's recommended shelf life, approximately 12 months.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete Sealer: High-performance, non-yellowing, clear acrylic-based sealer. Provide the following:

1. Sealer with Gloss Finish: 100 g/L VOC.
2. Sealer with Gloss Finish: 350 g/L VOC.
3. Sealer with Gloss Finish: 400 g/L VOC.
4. Sealer with Gloss Finish: 600 g/L VOC.
5. Sealer with Matte Finish: 100 g/L VOC.
6. Sealer with Matte Finish: 350 g/L VOC.
7. Sealer with Matte Finish: 400 g/L VOC.
8. Sealer with Matte Finish: 600 g/L VOC.

B. Performance: Concrete sealers shall meet or exceed the following:

1. Coverage: As recommended by manufacturer.
2. Moisture Retention, Test ASTM C 309: 0.21 kg/m² at 200 ft² per gallon and 0.32 kg/m² at 300 ft² per gallon.
3. Gasoline Resistance: Slight dulling after 15-minute exposure (ponding).
4. Tg: 50°C.
5. Tukon Hardness: 30 minutes at 180°F, 9.3; 30 minutes at 300°F, 13.7.
6. Pencil Hardness: 30 minutes at 180°F, F; 30 minutes at 300°F, H.
7. Spray Conditions, Viscosity: 19 seconds, No. 2 Zhan cup.
8. Abrasion Resistance: 160 mg lost, CS-17 wheel, 1000 g load, 1000 cycles

PART 3 - EXECUTION

3.1 PREPARATION

A. Inspection: Prior to start of application, inspect existing conditions to ensure surfaces are suitable for installation including the following:

1. Concrete has cured for a minimum of 28 days prior to application of sealer.
2. Surface is completely free of sealers, oils, dirt, paint, alkali, penetrating sealers and foreign materials that would prevent the sealer from penetrating the concrete surface.
3. Concrete has been swept clean.
4. Test area has been approved.

3.2 APPLICATION

A. Concrete Sealer: Strictly comply with manufacturer's installation recommendations including the following.

1. Apply after stain has dried at rate recommended by manufacturer.
2. Clean surface as recommended by manufacturer.
3. All concrete flatwork designated as being sealed in the plans and specifications shall be sealed with 2-3 even coats of sealer, at the rate of approximately 150 to 200 square feet per gallon.

3.3 CLEANING AND PROTECTION

- A. Protection: Do not cover, but protect floor area from paint and other contaminants that could inhibit the sealer.

END OF SECTION

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SECTION 10155 – TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Powder-coated steel toilet compartments.

1.2 RELATED SECTIONS

- A. Section 10800 - Toilet, Bath, and Laundry Accessories.

1.3 REFERENCES

- A. ASTM B 117 - Standard Practice for Operating Salt Spray (Fog) Apparatus; 2002.
- B. ASTM D 522 - Standard Test Method for Mandrel Bend Test of Attached Organic Coatings; 1993a(2001).
- C. ASTM D 523 - Standard Test Method for Specular Gloss; 1989(1999).
- D. ASTM D 2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact); 1993(1999)e1.
- E. ASTM D 3359 - Standard Test Methods for Measuring Adhesion by Tape Test; 2002.
- F. ASTM D 3363 - Standard Test Method for Film Hardness by Pencil Test; 2000.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's printed literature on each product to be used, including:
- C. Printed information indicating typical panel, pilaster, door, hardware and fastening.
- D. Preparation instructions.
- E. Storage and handling requirements.
- F. Installation instructions.
- G. Shop Drawings: Submit six sets of the following:
- H. Dimensioned plans indicating layout of toilet compartments.
- I. Dimensioned elevations indicating heights of doors, pilasters, dividing panels, and other components; indicate locations and sizes of openings in compartment dividing panels for toilet and bath accessories to be installed in partitions; indicate floor and ceiling clearances.
- J. Details indicating anchoring components and methods for project conditions; indicate components required for installation, but not supplied by toilet compartment manufacturer. Samples: Two manufacturer's color cards representing manufacturer's full color palette.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store compartment components until installation in unopened cartons laid flat, with adequate support to ensure flatness and to prevent damage to prefinished surfaces.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Do not store material where ambient temperature exceeds 120 degrees F (49 degrees C).

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not deliver materials or begin construction activities of this section until building is enclosed, with complete protection from outside weather.

1.7 WARRANTY

- A. Powder Coated Steel Material: Against chipping, flaking, cracking, or discoloration for 3 years, assuming proper maintenance according to manufacturer's recommendations.
- B. Stainless Steel Material: Against corrosion or discoloration for 5 years, assuming proper maintenance according to manufacturer's recommendations.
- C. Solid Plastic HDPE Material: Against breakage, corrosion, and delamination for 15 years.
- D. Plastic Laminate Material: Against discoloration or delamination for 2 years, assuming proper maintenance according to manufacturer's recommendations.
- E. Phenolic Material: Against delamination, breakage, or corrosion for 10 years, assuming proper maintenance according to manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Global Partitions, which is located at: 2171 Liberty Hill Rd. ; Eastanollee, GA 30538; Tel: 706-827-2700; Email: request info (sales@globalpartitions.com); Web: www.globalpartitions.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 POWDER-COAT ENAMELED STEEL TOILET COMPONENTS

- 2.3 Doors, Panels, Screens, and Pilasters: Stretcher leveled, cold-rolled electrogalvanized or electrogalvannealed steel face sheet, bonded under pressure with non-toxic adhesive to a sound deadening honeycomb core.

- A. Doors, Screens, and Panels: 1 inch (25 mm) thick, 22 gage (0.760 mm) steel.
- B. Pilasters: 1-1/4 inches (32 mm) thick, 22 gage (0.760 mm) steel.
- C. Edge Moldings: 22 gage (0.760 mm) interlocking molding, with molding corners welded to each other and to face sheets and ground smooth.

- 2.4 Finish: Hybrid polyester powder-coat finish, 1.3 mil (0.03 mm) minimum thickness, on chemically cleaned, degreased, phosphatized surface; color selected from manufacturer's standard color palette.

- A. Flexibility: Pass conical mandrel test by 1/8 inch (3 mm) when tested in accordance with ASTM D 522.
- B. Adhesion, Cross Hatch: Pass, with classification 5B, when tested in accordance with ASTM D 3359, method B.
- C. Adhesion, Impact Resistance: Minimum of 100 inch pounds (11 N m) direct and reverse, when tested in accordance with ASTM D 2794.

- D. Hardness: 2H pencil hardness, when tested in accordance with ASTM D 3363.
- E. Gloss: 60 to 80, plus or minus 5 dependent on specific color, when evaluated in accordance with ASTM D 523.
- F. Salt Spray: No corrosion creep more than 1/16 inch (1.6 mm) from scribe after 1000 hours, with salt spray administered in accordance with ASTM B 117.

2.5 Door Hardware: Heavy duty, die-cast non-ferrous chrome-plated.

- A. Top Hinge: Recessed and interlocked in door, with nylon pin in the plane of the door, through-bolted.
- B. Bottom Hinge: Recessed in door, with mating box and pintle nylon cams providing the bearing surface; adjustable to allow door to rest at any position within a 270-degree range; through-bolted.
- C. Latch: Concealed, with emergency access.
- D. Stop and Keeper: Through-bolted.
- E. Coat Hook and Bumper: Surface mounted.
- F. Fastening Hardware: Theft-resistant heads. Mounting Brackets: Heavy duty, die-cast non-ferrous chrome-plated stirrup brackets, with chrome-plated theft-resistant screws.
- G. Pilaster Shoes: Type 304 stainless steel, No. 4 satin finish, held in place with concealed fastening clips.
- H. Headrail: Manufacturer's standard anodized aluminum rail with anti-grip profile.
- I. Pilaster Anchors, Floor Anchored/Overhead Braced: Inverted stirrup with jack bolt for leveling during installation and permanent height adjustment, welded to base of pilaster, with "L" brackets coupled to stirrup bracket and floor for full range adjustment; concealed by pilaster shoe after installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Measure areas to receive compartments; verify area dimensions are in accordance with shop drawings.
2. Verify built-in framing, anchorage, bracing, and plumbing fixtures are in correct location.

B. Installer's Examination:

1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
2. Transmit two copies of installer's report to Architect within 24 hours of receipt.
3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
4. Beginning construction activities of this section indicates installer's acceptance of condition

3.2 PREPARATION

A. Surface Preparation:

1. Prepare openings in compartment dividing panels for toilet and bath accessories to be installed in partitions; marring of partition finish is prohibited.
2. Locate openings in accordance with shop drawings and accessory manufacturer's installation instructions and templates.

3.3 INSTALLATION

- A. Install compartments to specified tolerances in accordance with shop drawings and manufacturer's printed installation instructions.
- B. Attach components to adjacent materials and to other components using purpose-designed fastening devices.
- C. Adjust pilaster anchors for floor or ceiling variations, as applicable; conceal anchors with pilaster shoes.
- D. Fit each compartment door with hinges and door latch.
- E. Install door strike keeper on pilasters in alignment with door latch.
- F. Fit each compartment door with one coat hook and bumper.
- G. Installation Tolerances:
 1. Maximum variation from plumb or level: 1/8 inch (3mm).
 2. Clearance between wall surface and panels or pilasters: 1-1/2 inch (38 mm) maximum.

3.4 ADJUSTING

- A. Adjust door hardware for uniform clearance between doors and pilasters.
- B. Adjust door hinges to attain free movement.
- C. Adjust door hardware to align door strike keeper on each pilaster with door latch.

3.5 PROTECTION OF INSTALLED PRODUCTS

- A. Prevent damage to product finishes by subsequent construction activities.
- B. Touch up, repair, or replace components having damaged finish before Substantial Completion.
- C. Remove factory protective coverings and clean finish surfaces in accordance with manufacturer's instructions before final inspection.

SCHEDULE

- A. Refer to plan for partition layout and elevations
- B. Color to be selected by architect from FULL range of available colors.

END OF
SECTION

SECTION 07 42 93 – SOFFIT PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Flush-profile, concealed fastener, lap-seam metal soffit panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

- A. Division 05 Section "Cold-Formed Metal Framing" for cold-formed metal framing supporting metal panels.
- B. Division 07 Section "Thermal Insulation" for thermal insulation installed under metal panels.
- C. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal flashing items in addition to items specified in this Section.

1.3 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA):
 - 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
 - 2. AAMA 809.2 Voluntary Specification Non-Drying Sealants.
- B. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- C. ASTM International (ASTM):
 - 1. ASTM A755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 2. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 3. ASTM C920 - Specification for Elastomeric.
 - 4. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
 - 5. ASTM D4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
 - 6. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- D. International Accreditation Service (IAS):
 - 1. IAS AC472 Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

1.4 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal panel assemblies and accessories from a single manufacturer accredited under IAS AC472, Part B.
 - 1. Installer's Field Supervisor: Experienced mechanic certified by metal panel manufacturer supervising work on site whenever work is underway.
- B. Steel Construction Publications: Comply with published recommendations in the following, unless more stringent requirements are indicated.
 - 1. American Institute of Steel Construction (AISC): "Steel Construction Manual."
 - 2. American Iron and Steel Institute (AISI): "Cold Formed Steel Design Manual."

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, metal panel installer, metal panel manufacturer's technical representative, inspection agency and related trade contractors.
 - 1. Coordinate building framing in relation to metal panel system.
 - 2. Coordinate openings and penetrations of metal panel system.
 - 3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

1.6 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products. Include data indicating compliance with performance requirements.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, and special details. Make distinctions between factory and field assembled work.
 - 1. Indicate points of supporting structure that must coordinate with metal panel system installation.
 - 2. Include structural data indicating compliance with performance requirements and requirements of local authorities having jurisdiction.
- C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
- D. Samples for Verification: Provide 12-inch long section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Indicating compliance of products with requirements.
- B. Qualification Information: For Installer firm and Installer's field supervisor.
- C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC472 Part B.

- D. Manufacturer's warranty: Unexecuted sample copy of manufacturer's warranty.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranty: Executed copy of manufacturer's warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
 - 1. Deliver, unload, store, and erect metal panels and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
 - 2. Store in accordance with Manufacturer's written instruction. Provide wood collars for stacking and handling in the field.
 - 3. Shield foam insulated metal panels from direct sunlight until installation.

1.10 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within the warranty period, as follows:
 - 1. **Fluoropolymer Two-Coat System:**
 - a. Basis of Design System: MBCI, Signature 300 or approved equal
 - b. Color fading in excess of 5 Hunter units per ASTM D2244.
 - c. Chalking in excess of No. 8 rating per ASTM D4214.
 - d. Failure of adhesion, peeling, checking, or cracking.
 - e. Warranty Period: 40 years from date of Substantial Completion.
 - 2. **Modified Silicone-Polyester Two-Coat System:**
 - a. Basis of Design System: MBCI, Signature 200 or approved equal.
 - b. Color fading in excess of 7 Hunter units per ASTM D2244.
 - c. Chalking in excess of No. 6 rating per ASTM D4214.
 - d. Failure of adhesion, peeling, checking, or cracking.
 - e. Warranty Period: 30 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: **MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.**; Houston TX.
 - 1. Provide basis of design product, or comparable product approved by Architect prior to bid.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, as determined by ASTM E1592:
 - 1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
 - a. Wind Negative Pressure: Certify capacity of metal panels by actual testing of proposed assembly.
 - 2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/120 of the span with no evidence of failure.
 - 3. Seismic Performance: Comply with ASCE 7 Sections 9, "Earthquake Loads."
- C. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 FORMED METAL SOFFIT PANELS

- A. Flush-Profile, Concealed Fastener Metal Soffit Panels: Structural metal panels consisting of formed metal sheet with vertical panel edges, **with flush joints between panels, field assembled with nested lapped edges, and attached to supports using concealed fasteners.**
 - 1. Basis of Design: MBCI, Classic Series Panels or approved equal.
 - 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, structural quality, Grade 50, Coating Class AZ50, prepainted by the coil-coating process per ASTM A755/A755M.
 - a. Nominal Thickness: 22 gauge coated thickness, with [smooth] [stucco embossed] surface.
 - 1) Exterior Finish: Exposed Galvalume Plus coating.
 - 2) Color: As selected by Owner
 - 3. Panel Width: 12 inches
 - 4. Panel Thickness: 2-7/8 inch

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide complete metal panel assemblies incorporating trim, fasciae, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panels.
- C. Fasteners: Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating, with weathertight resilient washers.

D. Panel Sealants:

1. Concealed Joint Sealants: Non-curing butyl, AAMA 809.2.
2. Elastomeric Joint Sealants: Urethane sealant, single-component, ASTM C920 Type S, Grade NS, Class 25, Use NT, A, M, G, O.

2.5 FABRICATION

- A. General: Provide factory fabricated and finished metal panels, trim, and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings.

2.6 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. Modified Silicone-Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat[, meeting solar reflectance index requirements].
 1. Basis of Design: MBCI, Signature 200 or approved equal.
- C. Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621[, meeting solar reflectance index requirements].
 1. Basis of Design: MBCI, Signature 300 or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine metal panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panels.
 1. Inspect framing that will support insulated metal panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to metal panel manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of metal panels.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal panel installation.

3.2 METAL PANEL INSTALLATION

- A. Concealed-Fastener Formed Metal Soffit Panels: Install metal panel system in accordance with manufacturer's written instructions, approved shop drawings, project drawings, and referenced publications. Install metal panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Fasten metal panels to supports with fasteners at each location indicated on approved shop drawings, at spacing and with fasteners recommended by manufacturer. Fasten panel to support

structure through leading panel flange. Fit back flange of subsequent panel into secured flange of previous panel. Where indicated, fasten panels together through flush-fitted panel sides.

1. Cut panels in field where required using manufacturer's recommended methods.
2. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by metal panel manufacturer.

- C. Attach panel flashing trim pieces to supports using recommended fasteners and joint sealers.

3.3 ACCESSORY INSTALLATION

- A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting; provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal panel assembly, including trim, flashings, sealants, closure strips, and similar items.
 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

3.4 CLEANING AND PROTECTION

- A. Clean finished surfaces as recommended by metal panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 096723 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes resinous flooring systems.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at St Tammany Parish Fairgrounds.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For flooring products, indicating compliance with requirements for low-emitting materials.
- C. Samples for Initial Selection: For each type of exposed finish required.
- D. Samples for Verification: For each resinous flooring system required, 6 inches square, applied to a rigid backing by Installer for this Project.

1.5 INFORMATIONAL SUBMITTALS

- A. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- B. Material Certificates: For each resinous flooring component, from manufacturer.
- C. Material Test Reports: For each resinous flooring system, by a qualified testing agency.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Apply full-thickness mockups on 96-inch square floor area selected by Architect.
 - a. Include 96 inch length of integral cove base with inside corner.
 - 2. Simulate finished lighting conditions for Architect's review of mockups.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- B. Flammability: Self-extinguishing according to ASTM D 635.

2.2 MANUFACTURERS

- A. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Obtain secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from manufacturer recommended in writing by manufacturer of primary materials.

2.3 RESINOUS FLOORING

- A. Resinous Flooring System: Abrasion-, impact-, and chemical-resistant, aggregate-filled, and resin-based monolithic floor surfacing designed to produce a seamless floor and integral cove base.

1. Basis-of-Design Product: Subject to compliance with requirements, provide KOSTER American Corporation; Chip and Quartz Floor System or a comparable product by one of the following:

- a. Arizona Polymer Flooring, Inc.
- b. BASF Corporation; Construction Systems.
- c. CornerStone Flooring & Linings.
- d. Crawford Laboratories Inc.
- e. Crossfield Products Corp.
- f. Crown Polymers, LLC.
- g. Delta Polymers, Inc.
- h. DUDICK Inc.
- i. Duraflex, Inc.
- j. FLEXMAR Coatings, Inc.
- k. Garland Company, Inc. (The).
- l. HP Spartacote.
- m. International Coatings Inc.
- n. ITW Polymers Sealants North America (formerly Pacific Polymers, Inc.).
- o. Key Resin Company.
- p. Neogard; a division of Jones-Blair, Inc.
- q. Northern Industries, Inc.
- r. Nox-Crete Products Group.
- s. Polymerica, Incorporated.
- t. PolySpec.
- u. Protective Floorings & Linings, Inc.; a division of Milamar Coatings, LLC.
- v. ROCK-TRED Corporation.
- w. Sauereisen.
- x. Sherwin-Williams Company, General Polymers.
- y. Sika Corporation; Flooring.
- z. Stonhard, Inc.
- aa. Tamms; a brand of Euclid Chemical Company; an RPM Company.
- bb. Tennant Company.
- cc. Tnemec Inc.

- dd. Tufco International Inc.
- ee. Approved equal.

B. System Characteristics:

- 1. Color and Pattern: Provide color chart to Owner/Architect for approval
- 2. Wearing Surface: Manufacturer's standard wearing surface
- 3. Overall System Thickness: 40 - 60mils
- 4. Federal Agency Approvals: FDA approved for food-processing environments.

C. Primer: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.

- 1. Formulation Description: 100 percent solids.

D. Waterproofing Membrane: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.

- 1. Formulation Description: 100 percent solids.

E. Reinforcing Membrane: Flexible resin formulation that is recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated and that inhibits substrate cracks from reflecting through resinous flooring.

- 1. Formulation Description: 100 percent solids.

- a. Provide fiberglass scrim embedded in reinforcing membrane.

F. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.

G. Body Coats:

- 1. Resin: Epoxy
- 2. Formulation Description: 100 percent solids.
- 3. Type: Pigmented
- 4. Application Method: Self-leveling slurry with broadcast aggregates
- 5. Number of Coats: Two.
- 6. Thickness of Coats: 8 mils
- 7. Aggregates: Manufacturer's standard.

H. Grout Coat:

- 1. Resin: Epoxy
- 2. Formulation Description: 100 percent solids.
- 3. Type: Pigmented
- 4. Thickness of Coat: 8 mils.

I. Topcoats: Sealing or finish coats.

- 1. Resin: Epoxy
- 2. Formulation Description: 100 percent solids

3. Type: Pigmented
 4. Number of Coats: Two.
 5. Thickness of Coats: 8 mils
 6. Finish: Matte
- J. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
1. Compressive Strength: 11,500 psi minimum according to ASTM C 579.
 2. Tensile Strength: 2,400 psi minimum according to ASTM C 307.
 3. Flexural Modulus of Elasticity: 4,300 psi minimum according to ASTM C 580.
 4. Water Absorption: 0.10 percent maximum according to ASTM C 413.
 5. Shrinkage: 22×10^{-6} in/ in/ °F maximum according to ASTM C 531.
 6. Indentation: Withstands 2,000 psi for 30 mins. without indentation percent maximum according to MIL-D-3134J.
 7. Impact Resistance: 16 ft/lbs No chipping, cracking, or delamination and not more than 1/16-inch permanent indentation according to MIL-D-3134J.
 8. Resistance to Elevated Temperature: No slip or flow of more than 1/16 inch according to MIL-D-3134J.
 9. Abrasion Resistance: 32 mg. maximum weight loss according to ASTM D 4060.
 10. Hardness: 6, Shore D according to ASTM D 2240.
 11. Critical Radiant Flux: **0.22 W/sq. cm** or greater according to NFPA 253.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
1. Roughen concrete substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with ASTM C 811 requirements unless manufacturer's written instructions are more stringent.
 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
 3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.

- a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. of slab area in 24 hours.
 - b. Plastic Sheet Test: ASTM D 4263. Proceed with application only after testing indicates absence of moisture in substrates.
 - c. Relative Humidity Test: Use in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- 4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
 - 1. Control Joint Treatment: Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.
- D. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.2 APPLICATION

- A. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Waterproofing Membrane: Apply waterproofing membrane over entire substrate surface, in manufacturer's recommended thickness.
 - 1. Apply waterproofing membrane to integral cove base substrates.
- D. Reinforcing Membrane: Apply reinforcing membrane to entire substrate surface.
- E. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details, including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
 - 1. Integral Cove Base: 6 inches high.

- F. Self-Leveling Body Coats: Apply self-leveling slurry body coats in thickness indicated for flooring system.
 - 1. Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- G. Troweled or Screeded Body Coats: Apply troweled or screeded body coats in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When body coats are cured, remove trowel marks and roughness using method recommended by manufacturer.
- H. Grout Coat: Apply grout coat, of type recommended by resinous flooring manufacturer, to fill voids in surface of final body coat.
- I. Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated.

3.3 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may, at any time and any number of times during resinous flooring application, require material samples for testing for compliance with requirements.
 - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
 - 3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.
- B. Core Sampling: At the direction of Owner and at locations designated by Owner, take one core sample per 1000 sq. ft. of resinous flooring, or portion of, to verify thickness. For each sample that fails to comply with requirements, take two additional samples. Repair damage caused by coring. Correct deficiencies in installed flooring as indicated by testing.

3.4 PROTECTION

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 096723

SECTION 10 28 13 - WASHROOM ACCESSORIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Furnish and Install toilet room accessories where indicated on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Washroom Accessories
 - 1) Custom Mirrors.
 - 2) Grab bars.
 - 3) Coat Hooks.
 - 4) Toilet tissue dispensers.
 - 5) Towel dispensers.
 - 6) Soap dispensers.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300.
- B. Submit the following product data:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified "requirements";
 - 3. Manufacturer's data clearly defining the required support and other details of installation to enable proper interface with the work of other trades.
- C. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Specifications.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Bobrick Washroom Equipment, Inc. Model number are listed.
- B. Equal products by American Accessories and Bradley are approved for bidding.
- C. Substitutions: Under provisions of Section 01600 and Instructions to Bidders.

D. Or approved equal

2.2 MATERIALS

A. Anchors and fasteners:

1. Provide anchors and fasteners capable of developing a retaining force commensurate with the strength of the accessory to be mounted, and well suited for use with the supporting construction.
2. Where exposed fasteners are permitted, provide oval head fasteners with finish matching the accessory.

B. Provide stainless steel with satin finish on all items of this Section.

C. Provide all items (1 thru 6) from a single manufacturer if available.

D. Where indicated on the Drawings or specified below provide and install the following items (or approved substitute):

1. Custom Mirror, as noted on drawings.
2. Grab Bars with concealed mounting as shown on drawings, (Bobrick #B-5806 or approved equal). Provide concealed anchor plates for stud walls (typical).
3. Coat Hooks, (Bobrick B-6717 or approved equal): one located on the toilet room side of each toilet door, unless otherwise indicated on drawings.
4. Toilet Tissue Dispenser: (Bobrick B-2730 or approved equal)
5. Towel Dispenser: (Bobrick B-4262 or approved equal)
6. Soap Dispenser: (Bobrick B-4110 or approved equal)

OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect or Engineer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Contractor shall provide blocking within the wall for support of this equipment and accessories.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Install each item in its proper location, firmly anchored into position, level and plumb, and in accordance with the manufacturer's recommendations.
- C. Contractor to coordinate number and scheduling of toilet room accessories with owner to allow for adequate lead time consideration.

END OF
SECTION



ST. TAMMANY PARISH

PATRICIA P. BRISTER
PARISH PRESIDENT

March 23, 2017

Please find the following addendum to the below mentioned BID.

Addendum No.: 1

Bid#: 318-00-17-23-2

Project Name: Fairgrounds Phase 3

Bid Due Date: Tuesday, April 11, 2017

GENERAL INFORMATION:

1. Please see the attached Mandatory Pre-Bid Sign-In Sheet. (Attached)
2. Davis-Bacon Labor Standards: The link below has been provided as a tool to help bidders better understand and comply with Davis-Bacon labor standards, but is not exhaustive and should not be substituted by policies, guidelines, or requirements found in Section 8 of the Bid Proposal.

<https://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>
3. Please replace the "Index to Specifications" with "Revised Index to Specifications-B". (Attached)
4. Please replace "Section 01- Table of Contents" with "Revised Section 01-Table of Contents". (Attached)
5. Please insert the following documents into Division 0 – Bidding and Contract Requirements:
 - a. CDBG Compliance Provisions 20
 - b. Federal Labor Standards Provisions
 - c. Certification of Bidder regarding Section 3
 - d. Contractor or Subcontractors Section 3 Plan
 - e. Sample Certification of Proposed Subcontractor regarding Section 3



ST. TAMMANY PARISH

PATRICIA P. BRISTER
PARISH PRESIDENT

- f. HUD Contract Clauses
- g. Davison Bacon Wage Rates

6. Please revise Section 03 Summary of work Section I to read:

Work to Include:

This project shall consist of the construction of a building, approximately 2,277 sq. ft., as an addition to the existing structure. The building shall include a concession stand, offices, storage, restrooms, and a parking lot with all associated civil improvements, per the plans and specifications.

7. Please revise - Section 03 Summary of Work Section III to read:

Documents: *Bid Documents dated JAN 06, 2017, and entitled:*
Fairgrounds Phase 3 Bid # 318-00-17-23-2

- 8. Please replace “Section 04 – Louisiana Uniform Public Work Bid Form” with “Section 04 – Louisiana Uniform Public Work Bid Form - Revised”. (Attached)
- 9. Please replace “Section 05 – AFFIDAVIT PURSUANT TO LSA-R.S. 382224 and 382227 FOR BIDDERS FOR PUBLIC WORKS CONTRACTS” with “Section 05 – AFFIDAVIT PURSUANT TO LSA-R.S. 382224 and 382227 FOR BIDDERS FOR PUBLIC WORKS CONTRACTS - Revised”. (Attached)
- 10. Please replace “Section 06 – Hold Harmless Agreement” with “Section 06 – Hold Harmless Agreement - Revised”. (Attached)
- 11. Please replace “Section 07 – Project Signs” with “Section 07 – Project Signs - Revised”. (Attached)



ST. TAMMANY PARISH

PATRICIA P. BRISTER
PARISH PRESIDENT

12. Please delete the following sections:

- a. **Section 09511-2 ACOUSTICAL PANEL CEILINGS Section 1.4 Quality Assurance** – Delete Section “A. ~~Installer's Qualifications: 5 years minimum experience with and specializing in acoustical ceilings installations, delivery, storage, AND HANDLING~~”
- b. **Section 09972-1 CONCRETE SEALERS Section 1.3 Quality Assurance** – Delete Section A ~~Manufacturer: Minimum 10 years experience producing concrete coatings.~~
- c. **Section 09972-1 CONCRETE SEALERS Section 1.3 Quality Assurance** – Delete ~~Section B. Installer: Licensed installers experienced and trained in the use of specified products.~~
- d. **Section 08113-2 STEEL DOORS AND FRAMES – Section 1.5 Quality Assurance** Delete Section A. ~~Manufacturer Qualifications: Minimum five years documented experience manufacturing products specified this Section.~~
- e. **Section 08113-2 STEEL DOORS AND FRAMES – Section 1.5 Quality Assurance** Delete Section B. ~~Installer Qualifications: Minimum five years documented experience installing products specified this Section.~~
- f. **Section 08510-2- STEEL WINDOWS Section 1.6 Quality Assurance** – Delete Section B. ~~Manufacturer's Qualifications: A firm with not less than 10 years experience in manufacture of similar type steel windows.~~
- g. **Section 15010-2 – MECHANICAL GENERAL PROVISIONS Section 1.4 INSTALLER'S QUALIFICATIONS** Delete section 1.4.2 ~~If required, the contractor shall be able to furnish evidence of having not less than three years experience and having been responsible for at least three projects comparable in size and complexity to this one.~~



ST. TAMMANY PARISH

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PARISH PRESIDENT

- h. **Section 15010-12 – MECHANICAL GENERAL PROVISIONS 1.34 TESTING AND BALANCING** - Delete Section 1.34.1 ~~A competent and experienced service and installation mechanic shall be employed by the Contractor to start and adjust all equipment. The Architect reserves the right to require the test of any item of equipment or machinery. Such tests shall be conducted by the Contractor in the presence of the Architect or his authorized representative.~~
- i. **Section 15500-8 – MECHANICAL FIRE PROTECTION Section 3.4 Formal Tests and Inspections** Delete Section 3.4.1 “ ~~An experienced technician regularly employed by the system installer shall be present during the inspection.~~”

ATTACHMENTS:

1. **Mandatory Pre-Bid Sign-In Sheet.pdf**
2. **REVISED INDEX TO SPECIFICATION-B.pdf**
3. **CDBG Compliance Provisions.pdf**
4. **6-2d Bid Bond Form.pdf**
5. **6-2f Performance Bond Form.pdf**
6. **6-2g Payment Bond Form.pdf**
7. **LOUISIANA UNIFORM PUBLIC WORK BID FORM - Revised.pdf**
8. **Revised Section 1 Table of Contents.pdf**
9. **Section 5 AFFIDAVIT PURSUANT TO LSA-R.S. 382224 and 382227 - Revised.pdf**
10. **Section 6 Hold Harmless Agreement - Revised.pdf**
11. **Section 7 Project Signs - Revised.pdf**

<< End of Addendum #1 >>

Fairgrounds

1515 N. Florida Street
Covington, LA 70433

Pre-Bid Sign-In Sheet

Fairgrounds Phase 3
Bid# 318-00-17-23-2

Thursday, March 23, 2017
9:00 AM CST/CDT

	Name	Company	Email	Phone	Time In	Time Out
1	Steele McDaniel	Steele-R Development LLC	Steele@S-rd.com	985.234.0621	8:50am	9:43
2	Wpau Wlad	W. H. Wlad LLC	Wpau@wlad.org			9:45
3			NO CONTACT LAR			
4	Jason Ravelle	CP ENTERPRISES	Jason@CPENTERPRISES.BIZ	985-795-0078	8:50	9:45
5	Eriny Buies	M. H. Buies Contracting Inc	Mike@erinybuies.com	985-649-2713	7:00	9:45
6	Marcus Cantel	McDonald Const	Marcus.mcdonald.construction@yahoo.com	985-641-8621	9:00	9:45
7	S. J. W. W. W.	CS + ASSOCIATES	Sjosh@cs-assoc.com	504-484- 5778		
8	H. B. C. H.		NET	0575	8:50	9:45
9	Reggie Lage	Velvet Pines Developers	VelvetPines@VelvetPines.com	985-705-7647	8:50	9:45
10	John Barry	Velvet Pines Developers	John@VelvetPines.com	985-875-2090	8:50	9:45
11	MAT HAZEN	Commercial Contractors	MHAZEN@THELID.COM	985-893-3772	8:08	9:45
12	ELIZABETH PARKER	COMBS CONSTRUCTION LLC	frontdesk@combsconstruction.com	8:45	9:45	9:45
13	Adam Stevens	Stevens Construction & Design	astevens@stevens-construction.com	892-0555	8:45	9:45
14	Christie Eastman	STPG	ceastman@stpg.org	985-807-5095	9:00	9:45
15	Jeanne Mairand	STPG	jbmairand@stpg.org	985-807-5095	9:00	9:45

Day, Month, Date
Time

	Name	Company	Email	Phone	Time In	Time Out
16	Eddie Powell	Kyle Associates	epowell@kyleassociates.net	(985) 727-9377	8:45	9:45
17	Shawn DeLeonizante	"	506.444.4400 151.444.4400 kyleassociates.net	"	8:15	9:45
18	Rick Betbee	STPG	rbetbee@stpg.org	898-5245	9:00	9:45
19						
20						
21						
22						
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24						
25						
26						

Revised

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Covington, Louisiana
Kyle Associates Project No. 16030

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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:

- A. 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.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "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 anytime, 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 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:
 - (1) 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.

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- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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

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policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- (9) 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.
- (10) 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.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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

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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: (see table below)

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

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
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.

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 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 contracting 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 1(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.

(ii) 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.)

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.

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 I(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 I(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.

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.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in 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.

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.

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

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.

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."

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 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 the individual 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.

(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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PROJECT WAGE DETERMINATION

Wage Determination to be inserted here.

Remainder of this page intentionally blank

CERTIFICATION OF BIDDER REGARDING SECTION 3

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by _____ since
Name of Prime Contractor

being notified of contract selection on _____ were not filled to circumvent the
Date

contractor's obligation to provide employment opportunities; including training positions,

for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of

1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since _____ .
Date of Selection

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. No employment positions have been filled since _____ .
Date of Selection

Name & Title of Signer (Print or Type)

Signature

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN, IF REQUIRED

(Required if either contract exceeds \$100,000)

Section 3 Plan Format

_____(Name of contractor)_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. *Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____(Name of Contractor/Subcontractor)_____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED**TABLE A****PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*

*The Project Area is coextensive with the City of _____'s boundaries.

Company_____
Project Name_____
Project Number_____
EEO Officer (Signature)_____
Date

TABLE B**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City of _____ whose family income does not exceed 80% of the median income in the State.

Company

**SAMPLE CERTIFICATION OF PROPOSED
SUBCONTRACTOR REGARDING SECTION 3 AND
SEGREGATED FACILITIES**

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

Bond No.: _____

CONTRACT AGREEMENT

BETWEEN OWNER AND CONTRACTOR

BY: ST. TAMMANY PARISH GOVERNMENT

UNITED STATES OF AMERICA

WITH: «txtREQCompanyName»

STATE OF LOUISIANA

ST. TAMMANY PARISH

This agreement is entered into this _____ day of _____, 20____, by and between: «txtREQCompanyName», hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Owner", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties"). Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

Bond No.:_____

2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Owner for reference.

3. TIME FOR COMPLETION

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within «intCompletionTime» calendar days from and after said date.

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

Bond No.: _____

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened _____,
(Name of Attorney in Fact)
herein acting for _____, a corporation organized
(Surety)
and existing under the laws of the State of _____, and duly
authorized to transact business in the State of Louisiana, as surety, who declared
that having taken cognizance of this Contract and of the Construction Documents
mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his
company, as surety for the said Contractor, unto the said Owner, up to the sum of
«curREQGrandTotal». The condition of this performance and payment bond
shall be that should the Contractor herein not perform the Contract in accordance
with the terms and conditions hereof, or should said Contractor not fully
indemnify and save harmless the Owner from all costs and damages which he
may suffer by said Contractor's non-performance or should said Contractor not
pay all persons who have fulfilled obligations to perform labor and/or furnish
materials in the prosecution of the work provided for herein, including by way of
example, workmen, laborers, mechanics, and furnishers of materials, machinery,
equipment and fixtures, then said surety agrees and is bound to so perform the
Contract and make said payment(s).

Contractor and Owner specifically agree to and recognize (1) the statutory
employer relationship existing between the Owner and any employees performing
work under this Contract as employees of the Contractor or employees of the

«txtProjectName»

Bond No.:_____

“Sub-Contractor”, and (2) that the work performed by the employees of the Contractor and the employees of the “Sub-Contractor” is part of the Owner’s business, occupation or trade and is essential to the ability of the Owner to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

6. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

7. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this Contract for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

Bond No.: _____

8. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **Three (3)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

Signature

Print Name

Signature

Print Name

CONTRACTOR:

Signature

Print Name

Title

Date

Bond No.:_____

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT:**

Signature

Patricia P. Brister
Parish President

Print Name

Date

Signature

Print Name

APPROVED BY:

Kelly M. Rabalais
Executive Counsel to Parish President

(Surety)

Signature

Date

Print Name

Housing and Urban Development (HUD)
24 CFR 85.36

1. Equal Employment Opportunity

The Contractor agrees to comply with 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).

2. Copeland Anti-Kickback Act

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

3. Davis Bacon and Related Acts

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

4. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with 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). These regulations are herein incorporated by reference in this contract.

5. Rights to Inventions, Copyrights, and Rights in Data

The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data.

6. Records Access and Retention

The Contractor agrees to grant access by Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

7. Debarment and Suspension

The Contractor is prohibited from awarding any subcontract expected to equal or exceed \$25,000 to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at www.epls.gov.

8. Energy and Environmental Conservation

The Contractor agrees to 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1998, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this contract.

9. Reporting

The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

10. Clean Air and Water Acts

The Contractor agrees to comply with all applicable 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). These regulations are herein incorporated by reference in this contract.

11. Legal Remedies

Contracts must include administrative, contractual, and legal remedies for use in cases in which contractors violate or breach contract terms. The contract must also make clear the remedial actions which you may take.

12. Termination

Contracts in excess of \$10,000 must explain the conditions under which you may terminate them for cause or for your convenience, including the process for bringing about the termination and the basis for settlement.

13. Release of Funds

The Contractor agrees that no award, or execution of contract, or Notice to Proceed, will occur until a Release of Funds is issued by HUD for CDBG-DR Disaster Recovery funds.

14. Section 3

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

General Decision Number: LA170048 02/03/2017 LA48

Superseded General Decision Number: LA20160048

State: Louisiana

Construction Type: Building

County: St Tammany County in Louisiana.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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	01/06/2017
1	01/27/2017
2	02/03/2017

ASBE0053-001 09/05/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.72	8.39

ELEC0130-013 02/15/2016

	Rates	Fringes
ELECTRICIAN (Communication Technician and Low Voltage Wiring Only).....	\$ 29.85	10.53

* ELEC1077-009 12/01/2016

	Rates	Fringes
ELECTRICIAN (Excluding Communication Technician and Low Voltage Wiring).....	\$ 23.95	3%+7.85

ELEV0016-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.14	31.585+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 06/01/2015

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 20.95	8.11

PAIN1244-006 09/01/2016

	Rates	Fringes
GLAZIER.....	\$ 20.86	8.28

PAIN1244-012 05/01/2014

	Rates	Fringes
PAINTER (SPRAY, Excluding Drywall Finishing/Taping).....	\$ 22.15	9.11

PLAS0567-001 07/01/2014

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

PLUM0060-009 12/05/2016

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 29.03	11.59
PLUMBER (Installation of HVAC Temperature Controls; Excluding HVAC Pipe and Unit Installation).....	\$ 29.03	11.59

 SHEE0214-009 09/01/2013

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

SULA2012-029 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.88	0.00
CARPENTER (Form Work Only).....	\$ 15.00	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 19.36	2.13
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.35	4.33
LABORER: Common or General.....	\$ 13.41	0.00
LABORER: Mason Tender - Brick...	\$ 12.39	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.03	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 18.95	8.91
PAINTER: Drywall Finishing/Taping.....	\$ 18.63	3.43
ROOFER.....	\$ 16.77	5.66
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 20.66	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.98	5.46
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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

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END OF GENERAL DECISION

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound into _____, as owner in the penal sum of _____ for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed these presents to be signed by their proper officers, the day and year first set forth herein above.

Principal: _____ (L.S.)

Surety: _____

SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ (Name of Contractor)

_____ (Address of Contractor)

a _____ (Corporation, Partnership, or Individual),

hereinafter called Principal, and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract

with the Owner, dated the _____ day of _____, 20____,

a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

6-2f

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

(Seal)

Principal (Bidder)

By _____
Authorized Officer-Owner-Partner

Witness as to Principal

Address

ATTEST:

Surety

By _____ (Seal)
Attorney-In-Fact

Witness as to Surety

Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By _____

Name of Agency

Typed or Printed Name

Agent License Number

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

10/25/2012

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____
(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ (Name of Contractor)

_____ (Address of Contractor)

a _____ (Corporation, Partnership, or Individual),

hereinafter called Principal, and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$(_____)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

(Seal)

Principal (Bidder)

By _____
Authorized Officer-Owner-Partner

Witness as to Principal

Address

ATTEST:

Surety
By _____ (Seal)
Attorney-In-Fact

Witness as to Surety

Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By _____

Name of Agency

Typed or Printed Name

Agent License Number

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Government
21545 Koop Drive, Suite 2F
Mandeville, LA 70471

(Owner to provide name and address of owner)

BID FOR: Fairgrounds Phase 3
Bid # 318-00-17-23-2
Revised

(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: Kyle Associates LLC and dated: January 6, 2017

(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 *Extend Section of Concrete (ARCH Plans A0.0)* for the lump sum of:

_____ Dollars (\$ _____)

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

N/A _____ 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(B)5.

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.

Revised
Section 01

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Section 02	Instructions to Bidders
Section 03	Summary of Work
Section 04	LA Uniform Public Work Bid Form
Section 05	Affidavits, Louisiana (Pursuant to LSA-R.S. 38:2224, 38:2227 and 38:2212.10)
Section 06	Insurance Requirements
Section 07	Project Sign
	AIA Doc A201-2007 General Conditions
	St Tammany Parish Supplementary Conditions – Version February 24, 2017
	CDBG Compliance Provisions
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	Certification Of Bidder Regarding Section 3
	Contractor Or Subcontractors Section 3 Plan
	Sample Certification Of Proposed Subcontractor Regarding Section 3
	Hud Contract Clauses
	Davis Bacon Wage Rates

Revised
Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County),
personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a public contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., 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 crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
6. If affiant is a sole proprietor, that neither affiant, or his/her immediate family is a public servant of St. Tammany Parish Government.
7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or their immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government.

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____, **DAY OF** _____, **201**__.

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING REGISTRATION
AND PARTICIPATION IN A STATUS VERIFICATION SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County),
personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant 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;
and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 201__.**

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 2017.

WITNESSES:

(Name of Contractor)

Printed Name: _____

BY: _____
(Signature of Authorized Officer)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

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Revised

Section 07

Project Signs

1. General

- a. Work to include providing and installing project sign(s) at the beginning of the project. Some projects may require multiple signs. Should more than one sign be required, it will be reflected in the bidding documents.

2. Materials

- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3 millimeter corrugated plastic secured to exterior plywood (4' x 8').
- b. Contractor shall not use previously provided templates and/or fonts.

3. Execution

- a. The sign(s) shall be printed on a project-by-project basis in color, using the template and font provided to the Contractor by the St. Tammany Parish Government Project Manager.
- b. All signage proofed and approved by State Tammany Parish Government before project sign(s) are to be produced by the Contractor.
- c. Exact placement of the project sign(s) must be coordinated with, and approved by, the St. Tammany Parish Government Project Manager prior to sign installation.
- d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.
- e. Sign(s) is to be maintained throughout the period of construction. If sign(s) is damaged or destroyed, repair and/or replacement of sign(s) will be at Contractor's expense.
- f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades.

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