

DIVISION 17 NOTICE

For this project, selected MasterFormat 2004 specifications may be displayed in Division 17000.

Applicable Divisions are outlined in the Table of Contents

Division 17000-Other: May Contain one or more of the following MasterFormat 2004 Divisions:

Division 21 Fire Suppression
Division 22 Plumbing
Division 23 Heating, Ventilating, and Air Conditioning
Division 25 Integrated Automation
Division 26 Electrical
Division 27 Communications
Division 28 Electronic Safety and Security
Division 31 Earthwork
Division 32 Exterior Improvements
Division 33 Utilities
Division 34 Transportation
Division 35 Waterway and Marine Construction
Division 40 Process Integration
Division 41 Material Processing and Handling Equipment
Division 42 Process Heating, Cooling, and Drying Equipment
Division 43 Process Gas & Liquid Handling, Purification, & Storage Equipment
Division 44 Pollution Control Equipment
Division 45 Industry-Specific Manufacturing Equipment
Division 48 Electrical Power Generation

PLEASE CONTACT DODGE_TECHSUPPORT@MCGRAW-HILL.COM IF YOU HAVE ANY QUESTIONS ABOUT CONTENT OR TECHNICAL MATTERS.

THANK YOU FOR USING MCGRAW-HILL CONSTRUCTION

VergesRome Architects
a professional architectural corporation



320 N. Carrollton Avenue, Suite 100, New Orleans, Louisiana 70119
VergesRome.com t. 504.488.7739 f. 504.488.7743

**New 3 Section Elementary School at
Fisk-Howard School
211 South Lopez Street
New Orleans, LA 70119
Project No. 2011-0882-0001**

**NOTICE OF ADDENDUM NO. 2
Date: January 23, 2013**

TO ALL BIDDERS:

Addendum No. 2 has been issued and is available for the work of this project and will be distributed to all current Plan Holders.

All Bid Documents and this Addendum are also available for review at the office of the Architect:

VergesRome Architects
320 N. Carrollton Avenue, Suite 100
New Orleans, LA 70119
(504) 488-7739 Office
(504) 488-7743 Fax

Attachments:

Attachment 01: Disadvantaged Business Enterprise Provisions
Attachment 1.5: Security Door Schedule Checklist
Attachment 02: 221124 – Domestic Water Packaged Booster Pumps
Attachment 03: 283111 – Digital Addressable Fire Alarm System
Attachment 04 through Attachment 101: Miscellaneous Sketches

Sincerely,

A handwritten signature in blue ink, appearing to read "David Glen Reed".

David Glen Reed, AIA
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ITEM NO. 04 **PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS** **064116**

DELETE the Subparagraph 1.4 B. 4 in its entirety.

DELETE the Paragraph 2.1 D in its entirety.

ITEM NO. 05 **THERMAL INSULATION** **072100**

DELETE sections 072100, 2.1 and 3.3 in their entireties.

ITEM NO. 05.5 **SECURITY DOOR SCHEDULE CHECKLIST** **087100**

DELETE section 087100 Security Door Schedule Checklist

ADD Attachment 1.5, Security Door Schedule Checklist.

ITEM NO. 06 **ACOUSTICAL PANEL CEILINGS** **095113**

ADD the following Sub-subparagraph b. to Paragraph 3.5 A. 1 as follows:

“ b. Location of ACT Type 1: Located throughout the Project unless noted unless at ACT Types 2, 3, and 4.”

ADD the following Sub-subparagraph b. to Paragraph 3.5 A. 2 as follows:

“ b. Location of ACT Type 2 (music -soft): Located in Music rooms 2025 and 2027 as indicated on Reflected Ceiling Plan and Music support rooms 2025C, 2025D, 2027D, and 2027E.

ADD the following Sub-subparagraph b. to Paragraph 3.5 A. 3 as follows:

“ b. Location of ACT Type 3 (kitchen-clean): Located in Kitchens and support rooms 1047, 1047A, 1047B, 1047E, 1047F, 1047G, and 1043.

ADD the following Sub-subparagraph b. to Paragraph 3.5 A. 4 as follows:

“ b. Location of ACT Type 4 (music-hard): Located in Music rooms 2025 and 2027 as indicated on Reflected Ceiling Plan.”

ITEM NO. 07

RESILIENT SHEET FLOORING

096516

DELETE section 096516, 2.1, A.

ADD the following section 096516, 2.1, A:

"A. Basis-of-Design Product: Subject to compliance with requirements, Robbins Pulastic Classic 90 Polyurethane Floor System or an equivalent product by another manufacturer."

DELETE section 096516, 2.1, B, 1.

ADD the following section 096516, 2.1, B, 1:

"1. Thickness: 0.3543 inches (9 mm)."

ITEM NO. 08

RESINOUS MATRIX TERRAZZO FLOORING

096623

DELETE section 096623, 2.1, 3.

ADD the following section 096623, 2.1, 3:

"3. Custom Mix Color and Pattern:

a. TER-1: TM#12-2018

Epoxy: Bone #2003

Chips: 10% Porcelain #2, 20% Porcelain #1, 15% Lt. Botticino #2, 25% Lt. Botticino #1, 20% Crystal Glass #1, 10% FW MOP #2

b. TER-2: TM#12-2016

Epoxy: Aspen Meadow #2052

Chips: 25% Crystal Glass #1, 20% Shamrock Glass #1, 20% Jade Glass #1, 25% New Royal Green #1, 10% FW MOP #2

c. TER-3: TM#12-2017

Epoxy: Cane #2135

Chips: 20% Tuscan Cider #1&2, 10% Persian Cream #1, 20% Honey Glass #1, 20% Crystal Glass #1, 20% Persian Cream #2, 10% FW MOP #2.

d. TER-4: TM#12-1632

Epoxy: Blue Fox Frost #2085

Chips: 30% Lt. Blue Bardiglio #1&2, 25% Sky Blue Glass #1, 20% Lt. Verde Alpi #1&2, 15% Sea Green Glass #1, 10% FW MOP #2 (SM Glass)

e. TERB-1: TM #12-2018; 6 x 6 inches

Epoxy: Bone #2003

Chips: 10% Porcelain #2, 20% Porcelain #1, 15% Lt. Botticino #2, 25% Lt. Botticino #1, 20% Crystal Glass #1, 10% FW MOP #2"

DRAWINGS

CIVIL

ITEM NO. 15

SIDEWALK DETAILS

C3.02

CLARIFICATION: Per C3.02 detail "Portland Cement Concrete Sidewalk Pavement", all site sidewalks are to be 4" thick.

ARCHITECTURAL

ITEM NO. 16

STUDENT DROP OFF CANOPIES

4,10/A0.11

ADD Attachment 04, SK-1/A0.11 for partial revision of 4,10/A0.11.

ITEM NO. 17

STUDENT DROP OFF CANOPIES

7,8/A0.11

ADD Attachment 05, SK-2/A0.11 for partial revision of 7,8/A0.11.

ITEM NO. 18

CANOPY SECTIONS

A0.13

ADD the following General Note to sheet A0.13:

"General Note: Electrical conduits for surface mounted lighting at DCMU columns shall be run within the column. No exposed conduit shall be run on the face of the DCMU. Typical at all canopies."

ITEM NO. 19

TYPICAL STAIR AND RAMP SECTION AND DETAILS

A0.18

ADD Attachment 06, SK-1/A0.18 for new detail 15/A0.18 "Building Isolation Joint, Typ.".

CHANGE all instances of "steel tube" in details 1-10/A0.18 to "pre-finished aluminum".

ADD the following note to details 11-14/A0.18:

"All handrails and guardrails shown in details 11-14/A0.18 and located on detail 2/A0.17 shall be galvanized."

ITEM NO. 20

PARTIAL PLAN – UNIT-A FIRST FLOOR

A/A1.11A

ADD Attachment 07, SK-1/A1.11A for partial revision of A/A1.11A.

ITEM NO. 29 **PARTIAL PLAN – UNIT-B SECOND FLOOR** **A/A1.22**

ADD window tag of "IS6" to window at room 2006.

CHANGE one partition tag on wall between rooms M2008, 2010, and near door 2008A from type "P5" to type "P17".

CHANGE two partition tags on walls between rooms 2002, M2002, and 2004 from type "P5" to type "P17".

ITEM NO. 30 **PARTIAL PLAN – UNIT-B SECOND FLOOR** **A/A1.22A**

ADD Attachment 15, SK-1/A1.22A for partial revision of A/A1.22A.

ITEM NO. 31 **PARTIAL PLAN – UNIT-B SECOND FLOOR** **A/A1.22A**

ADD Attachment 16, SK-2/A1.22A for partial revision of A/A1.22A.

ITEM NO. 32 **PARTIAL PLAN – UNIT-C SECOND FLOOR** **A/A1.23**

ADD window tag of "IS4" to window between rooms 2025A and 2025.

ITEM NO. 33 **PARTIAL PLAN – UNIT-A THIRD FLOOR** **A/A1.31**

CHANGE one partition tag on wall between rooms C3301 and 3022 from type "P5" to type "P18S".

CHANGE door tag at room 3011C from "3011BB" to "3011C-A".

ITEM NO. 34 **PARTIAL PLAN – UNIT-A THIRD FLOOR** **A/A1.31**

ADD Attachment 17, SK-1/A1.31 for partial revision of A/A1.31.

ITEM NO. 35 **PARTIAL PLAN – UNIT-A THIRD FLOOR** **A/A1.31A**

ADD Attachment 18, SK-1/A1.31A for partial revision of A/A1.31A.

ITEM NO. 36 **PARTIAL PLAN – UNIT-A THIRD FLOOR** **A/A1.31A**

ADD Attachment 19, SK-2/A1.31A for partial revision of A/A1.31A.

ITEM NO. 37

PARTIAL PLAN – UNIT-B THIRD FLOOR

A/A1.32A

ADD Attachment 20, SK-1/A1.32A for partial revision of A/A1.32A.

ITEM NO. 38

PARTIAL PLAN – UNIT-B THIRD FLOOR

A/A1.32A

ADD Attachment 21, SK-2/A1.32A for partial revision of A/A1.32A.

ITEM NO. 39

EQUIPMENT SCHEDULE

A1.50

ADD the following sentence to Item no. M011C, "Media Center Casework Schedule", as follows: "This unit shall be provided with casters to provide individual movable units. The manufacturer's design shall support a fully loaded book shelves while movable." **DELETE** the word "continuous" in the 2nd sentence.

ADD the following sentence to Item nos. M021A, M021C, M051A, and M051C, "Media Center Casework Schedule", as follows: "Back panels shall be provided to single-faced units."

ADD the following Casework units to "Educational Casework Schedule", as follows:

<u>Item No.</u>	<u>Description</u>
EB11H	48"W x 30"H x 24"D Sink base unit with no bottom shelf, blank panel, and two pocket doors. Refer to detail 5-A1.62. Mechanical Field Connections: hot and cold water, drain.
EB21F	42"W x 30"H x 24"D Base unit with two drawers, one vertical divider, two adjustable shelves and two hinged doors.
EB65H	48"W x 36"H x 24"D Base unit with two drawers, one vertical divider, two adjustable shelves and two hinged doors.
EB93L	48"W x 36"H x 13"D Open base unit with one vertical divider and two adjustable shelves.
EP10A	48"W x 36"H x 35"D Paper storage unit with six equal drawers, 3 1/4" depth inside. Stores 30"D paper.
ES03C	42"W x 30"H x 24"D (pull out unit by add'l 24") Sink base unit that is exposed on 3 sides with two hinged doors, one blank drawer panel, and accommodating a double bowl sink. Mechanical Field Connections: hot and cold water, drain.
ES08C	36"W x 34"H x 24"D Sink base unit with two hinged doors, and one blank drawer panel. Mechanical Field Connections: hot and cold water, drain.
ET09C	21"W x 84"H x 30"D Tall unit with five adjustable shelves and one door hinged left.

ITEM NO. 43**SIGNAGE PLAN 1ST FLOOR****A1.66**

ADD in the Reception (1015), 10"high dimensional characters (101400) with the following features:

Copy/text: Fisk-Howard School

Font: Tahoma Bold

Location: To be centered above the base units behind the reception desk and height coordinated during shop drawings.

ADD in the Corridor (C1001), 10"high dimensional characters (101400) with the following features:

Copy/text: Fisk-Howard School

Font: Tahoma Bold

Location: To be centered above bulletin board case and height coordinated during shop drawings.

ITEM NO. 44**WALL SECTION – UNIT-A****1/A3.10**

ADD Attachment 22, SK-1/A3.10 for partial revision of 1/A3.10.

ITEM NO. 45**WALL SECTIONS – REINFORCED VAPOR BARRIER @ CRAWL SPACE****A3.11-A3.15**

CLARIFICATION: Material noted as "Reinforced vapor barrier on grade, cont." at crawl space on all wall sections does not require any additional site material or covering on top.

ITEM NO. 46**WALL SECTION – UNIT-D****5/A3.14**

DELETE the following note on 5/A3.14:

"Floor mounted metal handrail"

ADD the following not on 5/A3.14:

"Floor mounted prefinished aluminum handrail."

ITEM NO. 47**STAIR SECTION – UNIT-A****1/A3.31**

ADD Attachment 23, SK-1/A3.31 for partial revision of 1/A3.31.

ITEM NO. 48**STAIR SECTION – UNIT-B****1/A3.32**

ADD Attachment 24, SK-1/A3.32 for partial revision of 1/A3.32.

ITEM NO. 56**UNIT A REFLECTIVE CEILING PLAN 3RD FLOOR****A7.09**

MODIFY the layout of ceiling plan due to the expanded Restrooms (Rooms 3019, 3021, 3023, T3014, and E3016) per Attachment 31, SK-1/A7.09

ITEM NO. 57**OPENING SCHEDULE****A8.00**

ADD Attachment 32, SK-1/A8.00 for revisions to Opening Schedule on A8.00.

DELETE reference to "13, 14 & 15 / A6.01" under C/A8.00 – HM Window Types.

ITEM NO. 58**GENERAL NOTE****A8.11**

ADD the following General Note to sheet A8.11:

"General Note: Joint sealant shall be applied at all joints between all door frames and wall surfaces."

ITEM NO. 59**EXTERIOR DOOR - SILL****A/A8.11**

ADD the following note to detail A/A8.11:

"Threshold set in bed of sealant, scribe threshold to frame, typ."

ITEM NO. 60**EXTERIOR DOOR - JAMB****B/A8.11**

ADD the following note to detail B/A8.11:

"Return DCMU as running bond to frame, typ. at all exterior openings."

ITEM NO. 61**INTERIOR DOOR - SILL****D/A8.11**

DELETE the following note to detail D/A8.11:

"Threshold centered under door. See schedule."

ADD the following note to detail D/A8.11:

"Transition centered under door. See A6.03, General Note 14 and transition details."
(General Note 14 and transition details have been revised within this addendum)

ITEM NO. 98

DETAIL

4/S3.15

ADD Attachment 69, SK-4/S3.15 for revisions to 4/S3.15.

PLUMBING

ITEM NO. 99

FOUNDATION UNIT A PLUMBING PLAN

P2.01

MODIFY plumbing piping due to the expanded Restrooms at 2nd and 3rd floors (Rooms 1033 and 1035) per Attachment 70, SK-1/P2.01.

ITEM NO. 100

1ST FLOOR UNIT A PLUMBING PLAN

P2.02

CHANGE The natural gas capacity and the gas pressure firing rate for the emergency generator and the overall btu/hr. load for the building as indicated on the revised "Natural Gas Load Schedule" on Attachment 71, SK-1/P2.02.

MODIFY plumbing piping due to the expanded Restrooms at 2nd and 3rd floors (Rooms 1033 and 1035) per Attachment 72, SK-2/P2.01.

ITEM NO. 101

2ND FLOOR UNIT A PLUMBING PLAN

P2.03

MODIFY plumbing piping due to the expanded Restrooms (Rooms 2021 and 2023) per Attachment 73, SK-1/P2.03.

ITEM NO. 102

3RD FLOOR UNIT A PLUMBING PLAN

P2.04

MODIFY plumbing piping due to the expanded Restrooms (Rooms 3021 and 3023) per Attachment 74, SK-1/P2.04.

ITEM NO. 103

2ND FLOOR UNIT C PLUMBING PLAN

P2.11

CHANGE the drawing reference on the south end of the drawing where the plumbing piping enters the main second floor mechanical room to P4.01 from "P4.02" to "P4.01".

ITEM NO. 104 **3RD FLOOR UNIT C PLUMBING PLAN** **P2.12**

CHANGE the gas pipe size in Plan Note no. 7 from "2 ½" (2 PSI)" to "3" (2PSI)".

CHANGE the gas load to the emergency gas generator in Plan Note no. 9 from "2,260,000 BTU" to "4,615,000 BTU".

CHANGE the gas pipe size at the Emergency Generator (Plan Note no. 7) from "2 ½" (2 PSI) Gas" to "3" (2PSI) Gas".

ITEM NO. 105 **ENLARGED UNIT D MECHANICAL ROOM PLUMBING PLAN** **P4.01**

CHANGE the gas pipe size in Plan Note no. 22 from "2 ½" (2 PSI)" to "3" (2PSI)".

CHANGE the gas pipe size on the gas piping to emergency gas generator in Room M2031 (Plan Note no. 22) from "2 ½" (2 PSI) Gas" to "3" (2PSI) Gas".

MECHANICAL

ITEM NO. 106 **1ST FLOOR VENTILATION PLAN UNIT A** **M2.01**

REISSUE the drawing sheet M2.01 due to the expanded Restrooms per Attachment 75.

ITEM NO. 107 **1ST FLOOR VENTILATION PLAN UNIT B** **M2.02**

ADD duct missing duct size in Corridor (C1001) as indicated per Attachment 76, SK-1/M2.02.

ITEM NO. 108 **2ND FLOOR VENTILATION PLAN UNIT A** **M2.05**

CHANGE the ventilation plan due to the expanded Restrooms (Rooms 2021 and 2023) per Attachment 77, SK-1/M2.05.

ITEM NO. 109 **2ND FLOOR VENTILATION PLAN UNIT B** **M2.06**

CHANGE the ventilation plan per Attachment 78, SK-1/M2.06.

ITEM NO. 110 **3RD FLOOR VENTILATION PLAN UNIT B** **M2.10**

CHANGE the duct size in Room 3008 (at entry door) from "6" Dia." to "8" Dia.".

ELECTRICAL

ITEM NO. 119

ELECTRICAL DETAILS

E1.06

CHANGE detail NO. "3" as shown on Attachment 88, SK-1/E1.06, and now the detail is labeled as "1" in lieu of "3".

ITEM NO. 120

ELECTRICAL SITE PLAN

E2.01

The site plan shown on this drawing is diagrammatic. For the exact site plan layout refer to drawing C1.01.

CHANGE parking lot lighting layout as indicated on Attachment 89, SK-2/E2.01.

CHANGE plan note No. 10 (Item No. 62 – Addendum No. 1) detail references from "4-E1.02 and 4-E1.03" to "4-E1.03 and 5-E1.04".

ITEM NO. 121

UNIT D FIRST FLOOR LIGHTING PLAN

E4.04

ADD two FS-2 lighting fixtures in display cases in corridor C1004, coordinate installation and mounting with display case installer.

ITEM NO. 122

UNIT A SECOND FLOOR LIGHTING PLAN

E4.05

CHANGE lighting layout to accommodate expanded Restrooms as indicated on Attachment 90, SK-2/E4.05.

ITEM NO. 123

UNIT A THIRD FLOOR LIGHTING PLAN

E4.09

CHANGE lighting layout to accommodate expanded Restrooms as indicated on Attachment 91, SK-2/E4.09.

ITEM NO. 124

UNIT A FIRST FLOOR POWER PLAN

E5.01

CHANGE power layout in Room M1022 as indicated on Attachment 92, SK-1/E5.01.

ITEM NO. 125

UNIT A SECOND FLOOR POWER PLAN

E5.05

CHANGE power layout to accommodate expanded Restrooms as indicated on Attachment 93, SK-1/E5.05.

ITEM NO. 126

UNIT A THIRD FLOOR POWER PLAN

E5.09

CHANGE power layout to accommodated expanded Restrooms as indicated on Attachment 94, SK-1/E5.09.

ITEM NO. 127

SECOND FLOOR FIRE ALARM PLAN

E6.04

CHANGE fire alarm layout as indicated on Attachment 95, SK-1/E6.04.

ITEM NO. 128

THIRD FLOOR FIRE ALARM PLAN

E6.05

CHANGE fire alarm layout as indicated on Attachment 96, SK-1/E6.05.

ITEM NO. 129

LUMINAIRE SCHEDULE

E8.01

ADD LSI Lighting as an acceptable manufacture for the following fixtures: F-1, F-1X, F-2, F-2X, F-22, F-22X, F-3, F-3X, FF-2, FF-2X, FF-3, FF-3X, FG-3, FG-3X, FG-6, FG-6X, FID-22, FID-22X, FID-3, FID-3X, FID-4, FS-1, FS-1, FS-2, FS-2X, FS-3X, FWT-2,

ADD INDY Lighting as an acceptable manufacture for the following fixtures: L-1, L-1X.

ADD Deco lighting as an acceptable manufacture for the following fixtures: LS-1X.

ADD ETC Lighting as an acceptable manufacture for the following fixtures: Q-1, Q-2.

ADD Spectrum Lighting and Time Square as an acceptable manufacture for the following fixtures: T-1.

ADD Emergi-Lite and Exitronix as an acceptable manufacture for the following fixtures: X-1, X-2.

CHANGE fixture types LED-3 and LED-4 as indicated on Attachment 97, SK-2/E8.01.

ADD Cooper Lighting as an acceptable manufacture for the following fixtures: LED-1, LED-3, LED-4, LS-1X.

ADD Beacon Lighting as an acceptable manufacture for the following fixtures: LED-1, LS-1X.

ADD Day-Brite Lighting as an acceptable manufacture for the following fixtures: K-3

ITEM NO. 130

PANELBOARD SCHEDULES

E8.03

CHANGE panelboard 2BL2 as indicated on Attachment 98, SK-1/E8.03.

CHANGE panelboard 2DL1 circuit 21 to read "water coolers" and make the breaker a GFI type. Keep the No. 10 conductors as indicated in the panelboard schedule.

CHANGE panelboard 2DL2 circuits 4, 17 and 22 from a standard breaker to a GFI type breaker serving water coolers.

CHANGE panelboard 2BL2 circuit 1 from a standard breaker to a GFI type breaker serving water coolers.

CHANGE panelboard 3AL3 circuit 4 from a standard breaker to a GFI type breaker serving water coolers.

ITEM NO. 131

PANELBOARD SCHEDULES

E8.04

CHANGE panelboard 3AL2 from "main breaker" to "MLO, main lug only"

CHANGE panelboard 3AL3 as indicated on Attachment 99, SK-2/E8.04.

CHANGE panelboard AH1 as indicated on Attachment 100, SK-3/E8.04.

CHANGE panelboard 2BH1 as indicated on Attachment 101, SK-4/E8.04.

PRIOR APPROVALS

Listed below are manufacturers who are recognized as capable of producing materials, manufactured items, and articles of equipment equal to those specified. Equipment will be considered acceptable providing the equipment meets or exceeds specification requirements, has the capacity and performance requirements, fits the space available to the satisfaction of the Architect, conforms in every respect with the applicable regulatory agencies (and for lighting fixtures is also similar in appearance, construction and photometrics) (photometric information shall be based on independent laboratory reports). Contractor shall submit for approval large scale drawings of proposed layouts and arrangements, detailed brochures, and samples of lighting fixtures when requested.

The listed prior approvals are not given with respect to any specific model, series, catalog number, etc. Suppliers are cautioned that before their equipment is actually approved, it will be incumbent upon them to demonstrate to the Architect that it is in fact equal to the requirements specified and conforms fully to all specification requirements.

MATERIAL / EQUIPMENT

MANUFACTURERS

Section 033002 - Under-Slab Vapor Barrier	Viper Vaporcheck II, E. Peoria, IL Tex-Trude; Benton, LA
Section 072726 – Fluid Applied Membrane Air Barrier	BASF Wall Systems; Jacksonville, FL
Section 081113 – Hollow Metal Doors and Frames	Ceco Door; Milan, TX
Section 096516 – Fluid-Applied Athletic Flooring	Aacer Flooring; Peshtigo, WI Action Floor Systems; Mercer, WI Dynamic Sports Construction; Leander, TX Signature Sports Flooring; New York, NY
Section 098400 – Acoustical Wall Treatment	AVL Systems, Inc.; Ocala, FL
Section 096623 – Resinous Matrix Terrazzo Flooring	Terrazzco by Doyle Dickerson Terrazzo, Inc.; Charlotte, NC
Section 101100 – Visual Display Boards	Best-Rite Manufacturing; Temple, TX
Section 104000 – Signage	Graphic Specialties Inc.; Minneapolis, MN
Section 102213 – Wire Mesh Partitions	Standard Wire & Works; South Holland, IL
Section 115323 – Library Stack Systems	Maco Manufacturing Inc.; Belton, TX
Section 116600 – Athletic Equipment	Institutional Products, Inc. ; Indianapolis, IN Sports Specialties ; Delhi, NY
Section 123216 – Manufactured Plastic Laminate Casework	Cabinets by Design, Duluth, GA

Section 125353 – Laboratory Casework Wood Cabinets and Tables Campbell Rhea; Paris, TN
Sheldon Laboratory Systems, Crystal Springs, MS
Cabinets by Design, Duluth, GA

Section 125651 – Library Furniture Maco Manufacturing Inc.; Belton, TX

Section 221124 – Domestic Water Packaged Booster Pumps Tigerflow, Inc.; Dallas, TX
Nexus Automatic Flow Control Valves; Fishers, IN.

Section 233113 – Metal Ducts Spiral Pipe; Ft. Worth, TX

Section 264213 – Surge Protective Devices for Low-Voltage Electrical Power Circuits
Advanced Protection Technologies, Inc. APT; Clearwater, FL

Section 232923 – Variable-Frequency Motor Controllers Danfoss; Baltimore, MD

Section 237433 – Package, Outdoor, Heating and Cooling Makeup Air Conditioners
Valent; Minneapolis, MN

Section 238219 – Fan Coil Units Zehnder-Rittling; Buffalo, NY

Section 238239 – Unit Heaters Indeco; St.Louis, MO

Section 264113 – Lightning Protection System NLP Corp.; Aurora, CO

Note: Refer to "Luminaire Schedule" in the Drawing portion of this Addendum for acceptable manufacturers.

Sincerely,



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Attachments:

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Attachment 05: SK2 – A0.11
Attachment 06: SK1 – A0.18
Attachment 07: SK1 – A1.11A
Attachment 08: SK1 – A1.12A
Attachment 09: SK2 – A1.12A
Attachment 10: SK1 – A1.13
Attachment 11: SK1 – A1.14
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Attachment 23: SK1 – A3.31
Attachment 24: SK1 – A3.32
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Attachment 27: SK1 – A4.02
Attachment 28: SK2 – A4.02
Attachment 29: SK1 – A6.03
Attachment 30: SK1 – A7.05
Attachment 31: SK1 – A7.09
Attachment 32: SK1 – A8.00
Attachment 33: SK1 – A8.12
Attachment 34: SK2 – A8.12
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Attachment 52: SK1 – S3.00
Attachment 53: SK1 – S3.01
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END OF ADDENDUM NO. 2

ATTACHMENT 01

Recovery School District DBE Provisions

DISADVANTAGED BUSINESS ENTERPRISE, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION PROVISIONS FOR RECOVERY SCHOOL DISTRICT CONSTRUCTION CONTRACTS (“DBE PROVISIONS”)

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I. SCOPE AND APPLICABILITY

1. The Louisiana Department of Education, Recovery School District (hereinafter “RSD” or “Owner”) is dedicated to providing equal employment and affirmative action opportunities for all construction contractors and subcontractors, and their employees, who participate in the rebuilding of New Orleans public schools. These Disadvantaged Business Enterprise (“DBE”), Equal Employment, and Affirmative Action Provisions for Recovery School District Construction Contracts (hereinafter “DBE Provisions”) evidence that dedication by setting forth specific participation goals for DBEs and for minority and female participation in the construction work required to implement the RSD’s capital rebuilding program.
2. These DBE Provisions apply to **ALL** general construction contracts let by the RSD, **without regard to dollar amount**, and to all subcontracts and lower-tier subcontracts in excess of \$10,000.00, let pursuant to those RSD general construction contracts. All Contractors shall require their Subcontractors, including lower-tier Subcontractors, with subcontracts in excess of \$10,000.00, to include these or identical provisions in their subcontracts, and require compliance therewith. Failure of any Contractor, Subcontractor and/or lower tier Subcontractor, as applicable, to comply with the provisions set forth herein shall subject such Contractor, Subcontractor, and/or lower tier Subcontractor, as applicable, to the penalties set forth in Article IV herein below entitled “Owner Enforcement.”
3. These DBE Provisions also satisfy the requirements of federal Executive Order 11246, which apply to “all [C]ontractors and [S]ubcontractors which hold any Federal or federally assisted construction contract in excess of \$10,000.[00].” [41 C.F.R. § 60-4.1.] The references at the end of certain articles herein are to the provisions contained in the Code of Federal Regulations implementing Executive Order 11246. The references within certain articles herein to “Executive Order” are to Executive Order 11246. The RSD follows and applies the minority and female participation goals applicable to federally assisted construction projects, as set forth in Article III.3.B. herein below. Failure of any Contractor, Subcontractor and/or lower tier Subcontractor, as applicable, to adhere to the provisions set forth herein shall subject such Contractor, Subcontractor, and/or lower tier Subcontractor to the compliance, enforcement and penalty provisions imposed by the Office of Federal Contract Compliance, as required by the federal regulations implementing Executive Order 11246, as set forth throughout the provisions herein below. Importantly, the RSD applies these DBE Provisions to **ALL** of its general construction contracts, and not just those in excess of \$10,000.00, as well as to all of its subcontracts and lower-tier subcontracts in excess of \$10,000.00. All Contractors and Subcontractors, including lower-tier Subcontractors engaged to work on RSD construction projects are hereby put on notice of the scope of these provisions by this Article I.

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4. These DBE Provisions are subject to **BOTH** the compliance, enforcement and penalty provisions imposed by the Office of Federal Contract Compliance, as required by the federal regulations implementing Executive Order 11246, **AND** the Owner Enforcement provisions set forth in Article IV herein below.

II. DISADVANTAGED BUSINESS ENTERPRISES **(“DBE”)**

1. DBE DEFINITION AND CERTIFICATION

- A. A Disadvantaged Business Enterprise (“DBE”) is a for-profit small business concern (1) that is at least 51% owned by one of more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. A business that is currently certified as DBE under the Louisiana Unified Certification Program,¹ and remains certified during the existence of this Contract, shall be a DBE for purposes of this Contract.

- (1) The RSD does not conduct an independent DBE certification process. In order to qualify as a DBE for the RSD, a business must be certified as a DBE by the Louisiana Unified Certification Program.

2. DBE PARTICIPATION GOALS

- A. The Owner’s goal for DBE participation on this Contract shall be 25 %.
- B. Contractor shall use good faith efforts to meet the Owner’s goal for DBE participation, set forth in Article II.2.A. herein above, in the performance of this Contract.
- C. Contractor shall be deemed to be in compliance with the requirements of this Article II regarding DBE if:
 - (1) Contractor meets the DBE participation goal set forth in Article II.2.A. herein above, or

¹ The Louisiana Unified Certification Program is described on the State of Louisiana’s Unified Certification Program website at: <http://www8.dotd.la.gov/ucp/>.

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- (2) Should Contractor be unable to meet the DBE participation goal, Contractor demonstrates that it has made good faith efforts, as defined in Article II.3. herein below, to meet said participation goal.

3. DBE GOOD FAITH EFFORTS

A. As used in this Article II entitled “Disadvantaged Business Enterprises,” “good faith efforts” mean efforts to achieve a participation goal or other requirement of the provisions set forth in this Article II regarding DBE, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal or requirement.

B. The following is a list of types of actions that may be considered in determining whether Contractor has made good faith efforts to meet the participation goals of the DBE requirements set forth in this Article II. This list is illustrative, and is neither exclusive nor exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable means and available means (e.g. ensuring the inclusion of DBEs on recipient mailing lists for bidders, attendance at pre-bid meetings, advertising, written notices, and/or provision of information in languages other than English, where appropriate) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor should solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own force.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs. The Contractor should make a portion of the work available to DBE subcontractors

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and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (a) The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Contractor's failure to meet the contract DBE goal, as long as such costs are reasonable.
 - (b) The ability or desire of a Contractor to perform the work of the Contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (e.g., union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Owner or Contractor
 - (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available small business community organizations; small business contractors' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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- (9) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs

III. EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) (Equal Opportunity Clause)

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.
[41 C.F.R. §60-1.4(b)(1)]
- 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.
[41 C.F.R. §60-1.4(b)(2)]
- 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 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.
[41 C.F.R. §60-1.4(b)(3)]
- 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.
[41 C.F.R. §60-1.4(b)(4)]
- 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,

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records, and accounts by the RSD, the RSD's Program Manager, the administering agencies of the federal funds, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

[41 C.F.R. §60-1.4(b)(5)]

F. In the event of the Contractor's noncompliance with the nondiscrimination 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, by the RSD, or as otherwise provided by law.

[41 C.F.R. §60-1.4(b)(6)]

G. The Contractor will include this Equal Employment Opportunity Clause, located at 41 C.F.R. §60-1.4(b), and reprinted herein in this Article III.1., 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 administering agency 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 administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

[41 C.F.R. §60-1.4(b)(7)]

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

[41 C.F.R. §60-4.3(1)(a)]

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

[41 C.F.R. §60-4.3(1)(b)]

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- (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.
[41 C.F.R. §60-4.3(1)(c)]
- (4) "Minority" includes:
- (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
[41 C.F.R. §60-4.3(1)(d)(i)]
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
[41 C.F.R. §60-4.3(1)(d)(ii)]
 - (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
[41 C.F.R. §60-4.3(1)(d)(iii)]
 - (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).
[41 C.F.R. §60-4.3(1)(d)(iv)]
- B. Whenever the Contractor, or any Subcontractor, at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 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, and herein below in Article III.3.B.
[41 C.F.R. §60-4.3(2)]
- C. If the Contractor is participating (pursuant to 41 C.F.R. §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

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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.

[41 C.F.R. §60-4.3(3)]

- D. The Contractor shall implement the specific affirmative action standards provided herein below in Articles III.G.1. through III.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 construction work 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 geographical area where the Work 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.

[41 C.F.R. §60-4.3(4)]

- 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.

[41 C.F.R. §60-4.3(5)]

- 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.

[41 C.F.R. §60-4.3(6)]

- 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:

[41 C.F.R. §60-4.3(7)]

- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the

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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.

[41 C.F.R. §60-4.3(7)(a)]

- (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.

[41 C.F.R. §60-4.3(7)(b)]

- (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.

[41 C.F.R. §60-4.3(7)(c)]

- (4) Provide immediate written notification to the Director and the Owner 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.

[41 C.F.R. §60-4.3(7)(d)]

- (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 Article III.G.2. above.

[41 C.F.R. §60-4.3(7)(e)]

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- (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.
[41 C.F.R. §60-4.3(7)(f)]
- (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.
[41 C.F.R. §60-4.3(7)(g)]
- (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 policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
[41 C.F.R. §60-4.3(7)(h)]
- (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.
[41 C.F.R. §60-4.3(7)(i)]
- (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.
[41 C.F.R. §60-4.3(7)(j)]

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- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
[41 C.F.R. §60-4.3(7)(k)]
- (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.
[41 C.F.R. §60-4.3(7)(l)]
- (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.
[41 C.F.R. §60-4.3(7)(m)]
- (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.
[41 C.F.R. §60-4.3(7)(n)]
- (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.
[41 C.F.R. §60-4.3(7)(o)]
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
[41 C.F.R. §60-4.3(7)(p)]

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (as set forth herein above in Articles III.G.1. through III.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 Articles III.G.1. through III.G.16. of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to

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documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

[41 C.F.R. §60-4.3(8)]

- I. A single goal for minorities and a separate single goal for women have 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 and of these DBE Provisions 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 and of these DBE Provisions if a specific minority group of women is underutilized).

[41 C.F.R. §60-4.3(9)]

- 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.

[41 C.F.R. §60-4.3(10)]

- K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

[41 C.F.R. §60-4.3(11)]

- 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 Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

[41 C.F.R. §60-4.3(12)]

- 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 Article III.G. herein above 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 C.F.R. 60-4.8, and the Owner shall proceed in accordance with Article IV, herein below, of these DBE Provisions.

[41 C.F.R. §60-4.3(13)]

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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.
[41 C.F.R. §60-4.3(14)]

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).
[41 C.F.R. §60-4.3(15)]

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION, INCLUDING MINORITY AND FEMALE PARTICIPATION GOALS

A. The Offeror's, Bidder's, Contractor's and Subcontractors' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein above in Articles III.1. and III.2. [41 C.F.R. §60-4.2(d)(1)]

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: 31.0%²

Goals for female participation: 6.9%³

² This is the goal established for Orleans Parish by the United States Department of Labor, as published in the Technical Assistance Guide for Federal Construction Contractors, Office of Federal Contract Compliance Programs, U.S. Department of Labor (May 2009), Appendix E: Participation Goals for Minorities and Females, at p. E-22.

³ This is the goal established for the Nation, which applies to Orleans Parish, by the United States Department of Labor, as published in the Technical Assistance Guide for Federal Construction Contractors, Office of Federal Contract Compliance Programs, U.S. Department of Labor (May 2009), Appendix E: Participation Goals for Minorities and Females, at p. E-2.

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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, the regulations in 41 CFR Part 60-4 and these DBE Provisions 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. 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.

[41 C.F.R. §60-4.2(d)(2)]

- C. The Contractor shall provide written notification to the Owner and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000.00 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.

[41 C.F.R. §60-4.2(d)(3)]

- D. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is New Orleans, Louisiana, Orleans Parish.

[41 C.F.R. §60-4.2(d)(4)]

4. CERTIFICATION OF NON-SEGREGATED FACILITIES

Contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all Contracts containing the Equal Opportunity Clause regardless of the amount of the Contract. The term "facilities" as used in this section, means any waiting rooms, work

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areas, restaurants and other eating areas, time clocks, restrooms and wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities; *Provided*, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. With respect to all subcontracts in excess of \$10,000.00, Contractor shall require the same of subcontractors, and shall include an identical provision in said subcontracts, and shall require subcontractors to require the same of all of their subcontractors who hold subcontracts in excess of \$10,000.00.

[41 C.F.R. §60-1.8]

IV. OWNER ENFORCEMENT

- A. Contractor shall be required to submit Pre-Construction Reports to the Owner and the Owner's Program Manager at the Pre-Construction Conference. With respect to all subcontracts in excess of \$10,000, Contractor shall require said Subcontractors, and Subcontractors shall require lower-tier Subcontractors who hold subcontracts in excess of \$10,000, to submit Pre-Construction Reports prior to mobilization of respective subcontracts.
- B. At minimum Pre-Construction Reports shall contain the following information:
 - (1) Pre-Construction Reports shall identify DBEs expected to participate in the performance of the Contract, and anticipated DBE participation percentage.
 - (2) Pre-Construction Reports shall document Contractor's and Subcontractor's good faith efforts to meet the DBE Participation Goal set forth in Article II above.
 - (3) The Owner may, in its discretion, modify or prescribe a specific form to be used for the Pre-Construction Reports. Until such time, Contractor and Subcontractors shall submit the Pre-Construction Reports on their own letterhead containing the signature of an authorized representative of the company, and such signature shall be notarized.
- C. Contractor shall be required to submit Monthly Compliance Reports to the Owner and the Owner's Program Manager, on the 21st day following the end of the previous month, and covering that previous month, identifying the steps taken and procedures followed by them as required in Articles II, III.1., III.2., III.3 and III.4. herein above of these DBE Provisions, to evidence their compliance therewith. Contractor's Monthly Compliance Reports shall

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include Monthly Compliance Reports of all Subcontractors and lower-tier Subcontractors, as further set forth in Article IV.D. herein below.

- D. With respect to all subcontracts in excess of \$10,000.00, Contractor shall require said Subcontractors, and Subcontractors shall require lower-tier Subcontractors who hold subcontracts in excess of \$10,000.00, to prepare and submit Monthly Compliance Reports meeting the requirements set forth herein in this Article IV. Monthly Compliance Reports of all Subcontractors and lower-tier Subcontractors shall be provided to the Contractor no later than the 14th day following the end of the previous month, and covering that previous month, so that the Contractor can include them in a single monthly submission to the Owner and the Owner's Program Manager, which Contractor's submission is due on the 21st day following the end of the previous month.
- E. At a minimum, these Monthly Compliance Reports shall contain the following information.
- (1) The Monthly Compliance Reports shall identify DBEs participating in the performance of the Contract, actual payments to DBEs, and actual DBE participation percentages achieved by the Contractor and Subcontractors as of the end of the reporting month. Documentation supporting a firm's certification as a DBE shall be provided for each DBE identified in the Monthly Compliance Reports.
 - (2) The Monthly Compliance Reports shall document the Contractor's and Subcontractor's good faith efforts to meet the DBE Participation Goal set forth in Article II herein above.
 - (3) The Monthly Compliance Reports shall specifically identify the affirmative action steps taken in compliance with Article III.2.G. herein above.
 - (4) The Monthly Compliance Reports shall document the Contractor's and Subcontractor's good faith efforts to meet the Minority Participation Goals and Female Participation Goals set forth in Article III.3.B. herein above.
 - (5) The Monthly Compliance Reports shall identify the actual Minority Participation Percentage and Female Participation Percentages achieved by the Contractor and Subcontractors as of the end of the reporting month.

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- (6) The Monthly Compliance Reports shall contain a Certification by the Contractor and Subcontractors attesting that they have complied with all Disadvantaged Business Enterprise, Equal Employment Opportunity, and Affirmative Action Provisions set forth in these DBE Provisions and with all of the provisions of Federal Executive Order 11246, as amended, including all implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor.
- (7) The Owner may, in its discretion, modify or prescribe a specific form to be used for the Monthly Compliance Reports. Until such time, Contractor and Subcontractors shall submit the Monthly Compliance Reports on their letterhead containing the signature of an authorized representative of the company, and such signature shall be notarized.

F. **Notice of Failure to Comply and Due Process:** Should Contractor and/or Subcontractor, as applicable, fail to comply with any of the requirements of these DBE Provisions, specifically including but not limited to compliance with the provisions governing DBE Participation Goals, Minority Participation Goals, and Female Participation Goals set forth in Articles II and III.3. B. herein above, the good faith efforts required to achieve same, and/or the specific Affirmative Action steps set forth in Article III.2.G. herein above, the Owner, either directly or through its Program Manager, shall give written Notice of Failure to Comply and to Show Cause Why Sanctions Should Not Be Imposed to the Contractor and/or Subcontractor, as further set forth herein below:

- (1) Said written Notice shall identify the act(s) of noncompliance of which the Owner has knowledge. However, failure of the Owner or the Owner's Program Manager to identify any act(s) of noncompliance shall not constitute waiver by the Owner of any of its rights or remedies pursuant to these DBE Provisions, this Contract and/or to law.
- (2) Said written Notice shall be delivered to the Contractor and/or Subcontractor by overnight delivery service, with proof of delivery retained by the Owner or Owner's Program Manager, with an email copy to the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.
- (3) Contractor and/or Subcontractor shall have thirty (30) days from the date of the written Notice described in Article IV.F.1. herein above to either:

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- (a) Cure the acts of noncompliance, and submit a signed written response to the Owner and the Owner's Program Manager attesting that the acts of noncompliance have been cured and the means by which they have been cured; or
 - (b) Submit to the Owner and the Owner's Program Manager a signed written response containing a commitment to corrective action, as detailed further in Article IV.F.5. herein below; or
 - (c) Submit to the Owner and the Owner's Program Manager a signed written response presenting opposing facts and evidence.
- (4) The signed written response shall be signed by an authorized representative of the Contractor and/or Subcontractor.
 - (5) If the signed written response is a commitment to corrective action, it shall specifically outline the steps it will implement to achieve compliance, and shall commit to achieve compliance with these DBE Provisions within thirty (30) days from the date of said response. The Owner may, but is not required to, grant one or more extensions of time of this deadline of thirty (30) days each. If compliance is not achieved, the Owner shall have the right to proceed with the sanctions set forth in Article IV.G. herein below.
 - (6) If the signed written response presents opposing facts and evidence, the Owner and/or the Owner's Program Manager shall schedule an informal hearing which shall be attended by the Owner's Program Manager and the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.
 - a. The Owner's Program Manager shall provide written notice of this informal hearing to the Contractor and/or Subcontractor no less than fourteen (14) days before the date of the informal hearing. Said written notice shall be delivered to the Contractor and/or Subcontractor by overnight delivery service, with proof of delivery retained by the Owner or Owner's Program Manager, with an email copy to the Contractor's and/or Subcontractor's Authorized Representative under the Contract and/or Subcontract.
 - b. The Owner may, at its discretion, also attend.

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- c. Within thirty (30) days following the date of this informal hearing, the Owner and/or the Owner's Program Manager shall provide a written decision setting forth a determination of "Compliance" or "Noncompliance" with these DBE Provisions, and brief reasons therefore.
- d. In the event of a finding of Noncompliance, the Owner shall have the right to proceed with the sanctions set forth in Article IV.G. herein below.

(7) If the written response to the Owner and the Owner's Program Manager attested that the acts of noncompliance have been cured, but cure was not in fact achieved, the Owner shall have the right to proceed with the sanctions set forth in Article IV.G. herein below.

G. Should Contractor and/or Subcontractor(s), as applicable, fail to comply with the DBE Provisions set forth herein, and following exhaustion of the Notice of Failure to Comply and Due Process procedures set forth in Article IV.F., herein above, Owner may impose one or more of the following sanctions, as the Owner may deem appropriate.

- (1) The suspension of any payment, or part thereof, which is due or becomes due under the Contract and/or Subcontract, until such time as the Contractor and/or Subcontractor is able to demonstrate compliance with these DBE Provisions.
- (2) *The imposition and recovery by the Owner from the Contractor, and/or Subcontractor of Liquidated Damages per calendar day for each day that Contractor and/or Subcontractor, as applicable, remain in noncompliance with these DBE Provision are shown in the following table:*

Construction Contract Amount	Daily Liquidated Damages
Under \$100,000	\$500
\$100,000.00 to \$499,999	\$1,000
\$500,000 to \$999,999	\$1,500
\$1 Mil to \$4,999,999	\$2,000
\$5 Mil to \$15 Mil	\$2,500
Over \$15 Mil	\$3,000

- (3) The termination of the Contract and/or Subcontract, in whole or in part.

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- (4) Subsequent to the termination of the Contract, as provided in the immediately preceding Article IV.G.3., the debarment of the Contractor and/or Subcontractor from entering into any future contracts awarded by the Owner, for a period of three years following the date of said termination.

- H. The required reporting and enforcement provisions set forth in this Article IV are in addition to, and supplement, and do not replace, the reporting and enforcement provisions of Federal Executive Order 11246, as amended, including all implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor.

[END OF DOCUMENT]

ATTACHMENT 1.5

Security Door Schedule Checklist

Project Name: Fisk
Project No. 211131

Date: 10/31/2012
By: riyad

	Door No.	Hardware Set No.	Door Contact (DC)	Card Reader (CR)	Key Pad (K)	Intercom (IC)	Door Release (DR)	Electric Latch (EL)	Electric Strike	Electronic Power Transfer (EPT)	Power Supply	Auto. Door Operator (ADO)	H/C Push Button (Single)	H/C Push Button (Double)	Notes
1	C1000A-PR	2	1	1						2	2	2	2		with REQ microswitch
2	C1000B-PR	2								2	2	2	2		1 By security contactor
3	1015A	10					1	2	2						2 by Hardware contactor.
4	C1001A-PR	2	1												
5	C1030A	4		1						2	2				
6	S102B	6	1												
7	M1022A	18		1						2	2				
8	E1014A	30		1						2	2				
9	T1012A	4		1						2	2				
10	ELEVATOR			1							2				
11	1037C	14		1						2	2				
12	1017A	11		1						2	2				
13	C1001A-PR	2	1	1						2	2				with REQ microswitch
14	S101B	6	1												
15	S101C	2	1												
16	S103B	2	1												
17	S104B	2	1												
18	C1003A	2	1												
19	C1003B-PR	2	1	1						2	2				with REQ microswitch
20	1047A	24		1						2	2				
21	1041A	24	1	1						2	2				with REQ microswitch
22	1049A	25	1												
23	1047A	24	1	1						2	2				
24	C1004A-PR	6	1	1						2	2				with REQ microswitch
25	T1037A	16		1						2	2				

