



4200 Canal Street  
NEW ORLEANS, LOUISIANA 70115

## **Demolition and Hazardous Materials Removal Project**

PREPARED BY

**Landmark**CONSULTING

1340 Poydras Street Suite 2150  
NEW ORLEANS, LOUISIANA 70112

### **MANDATORY PRE-BID CONFERENCE DATE and LOCATION:**

Tuesday, March 19, 2013 at 11am CST  
4200 Canal Street New Orleans Louisiana 70119

**QUESTIONS DUE:** Tuesday, March 26, 2013 by 3 pm CST by email

**BID DATE:** April 1, 2013

# **MARCH 4, 2013**

## FirstLine Schools Demolition and Hazardous Materials Removal Project

1. **BIDS** - The Chief Operating Officer, Mr. Joseph Neary will receive Electronic Bids on the above referenced Project until **3:00 P.M. CST, on Monday, April 1, 2013.**
2. **WORK DESCRIPTION** – Demolition of 3 buildings to include the removal/disposal of hazardous materials (complete scope in appendix of bidding documents).
3. **BIDDING DOCUMENTS** - Bidding Documents are available for review online at <http://www.firstlineschools.org/firstline-rfps.html>. **FirstLine Schools (FLS)** will provide, at no cost, set of Bidding Documents requested by a prospective Bidder(s), or any other person.
4. **BID SECURITY** - Bid Security in the amount of five percent (5%) of the Bidder's Base Bid plus all Alternates shall accompany each Bid.
5. **DEADLINE FOR AWARD** - Subject to an extension of the period for holding Bids, the FLS will act within Seven (7) days after the date of Bid opening to award the Contract or reject all Bids. Bids shall not be subject to withdrawal except as provided in the instruction to Bidders.
6. **PRE-BID CONFERENCE** – A **MANDATORY** pre-bid conference will be held at FLS Central office conference room on **Tuesday, March 19, 2013 at 11 am CST** located at 4200 Canal Street New Orleans 70115. All Bidders must attend the tour and pre-bid conference. The **FLS/Project Manager, Landmark Consulting LLC** may issue Addenda, as the **FLS** considers necessary in response to questions raised during this process.
7. **LICENSING/PERMITTING REQUIREMENTS** - Provide Louisiana contractor's and applicable hazardous materials abatement license as required by Louisiana State Contractor's licensing law requirements and all other applicable local, state and federal requirements.
8. **CONTRACT** - One contract will be awarded to successful Bidder(s) based upon bids submitted being most favorable to FLS..
9. **REQUESTS FOR INTERPRETATION** - All questions or inquiries concerning the Bidding Documents or the Work shall be submitted in writing via email to **Landmark Consulting; ATTENTION: Latonia Batiste @ Latoniab@landmarkconsultingllc.com**. The last day to ask question will be **Tuesday, March 26, 2013 at 3:00 pm CST**
10. **AWARD** – FLS reserves the right to waive any non-conformances in any Bids to reject any and all Bids for just cause and to re-advertise for Bids.

By: \_\_\_\_\_  
Latonia Batiste, PM, Landmark Consulting, LLC

Approved By: \_\_\_\_\_  
Joseph Neary, COO, FirstLine Schools

### Advertisement Dates

**1<sup>st</sup> March 4, 2013**  
**2<sup>nd</sup> March 12, 2013**  
**3<sup>rd</sup> March 18, 2013**

## CONTENTS

### SECTION 00030 ADVERTISEMENT FOR BIDS

1. Bids
2. Work Description
3. Bidding Documents
4. Bid Security
5. Deadline for Award
6. Pre-Bid Conference
7. Licensing Requirements
8. Contract Times
9. Requests for Interpretation
10. Award

### SECTION 00100 INSTRUCTION TO BIDDERS

Preparation and Submission of Bids  
Bidder's Check List

### SECTION 00300 BID FORM

Article 1 This Bid is Submitted To . . .  
Article 2 The Bidders Representations  
Article 3 Time of Completion  
Article 4 Attachments Included With This Bid  
Article 5 Defined Terms ( NOT USED)  
Article 6 Bid Schedule  
Article 8 Bid Submitted  
Certificate of Principal  
Resolution of Corporate Authority  
Certificate of Partnership Authority

### SECTION 00310 BID BOND

Bid Bond Attachment

### SECTION 00360 BIDDER'S AFFIDAVIT

Bidder's Affidavit

### SECTION 00400 QUALIFICATIONS SUBMITTALS COVER SHEET

### SECTION 00420 SCHEDULE OF MANUFACTURERS AND SUPPLIERS

Article 1 Items "Named" or "Specified"  
Article 2 Substitute or "Or-Equal" Items  
Article 2.5 Schedule of Substitute "Or Equal Items"

### SECTION 00430 SUBCONTRACTOR'S QUESTIONNAIRE

Article 1 Organization  
Article 2 Licensing  
Article 3 Experience  
Article 4 Additional Qualifications  
Article 5 References  
Certificate of Principal  
References Attachment  
List of All Sub-Contractors

### SECTION 00450 CERTIFICATION OF EQUAL OPPORTUNITY AND NONSEGREGATED FACILITIES

Certification of Equal Opportunity and Non-segregated Facility

### SECTION 00450 CERTIFICATION OF REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

SECTION 00460 Certification Regarding Debarment  
Suspension, and other Responsibility Matters

### SECTION 00490 NOTICE TO QUALIFY FORMS

Notice to Qualify Form  
Checklist-Notice to Qualify Return Form

### SECTION 00500 FORM OF AGREEMENT

Article 1 Work  
Article 2 The Project Manager  
Article 3 Contract Time  
Article 4 Contract Price  
Article 5 Payment Procedures  
Article 6 Contractor's Representations  
Article 7 Contract Documents  
Article 8 Miscellaneous  
Article 9 Notice and Service  
Resolution of Corporate Authority  
Certificate of Partnership Authority

### SECTION 00610 PERFORMANCE BOND

Performance Bond

### SECTION 00620 LABOR AND MATERIAL PAYMENT BOND

Labor & Material Payment Bond

**SECTION 00700 GENERAL CONDITIONS**

Description of Work Submittals  
Insurance Requirements  
Contractor Responsibility  
Project Site Conditions  
Sequencing & Scheduling  
Clean-Up and Disposal  
Preparation  
Work Procedure  
Field Quality Control

**TECHINICAL SPECIFICATIONS**

Appendix A Schedule of Activities  
Appendix B Demolition Specifications  
Appendix C First Line School Procurement Policy  
Appendix D Hazardous Materials Specifications  
Appendix E First Line Schools Contractor/Vendor Selection  
Criteria

**SECTION 007800 GLOSSARY**

**SECTION 00825 FORMS**

Notice of Award Form  
Notice to Proceed Form  
Application and Certificate  
For Payment Form (AIA G702/G703)  
(Not included in spec)  
Non-Delay/Delay Affidavit Form

END OF SECTION

## SECTION 00100 INSTRUCTIONS TO BIDDERS

---

The Office of the Chief Operating Officer, Mr. Joseph Neary, Chief Operation Officer located at 4200 Canal Street, New Orleans Louisiana 70115 will receive **electronic bids** until **April 1, 2013**. All bids should be clearly marked FLS Demolition Project. The contractors' name and license number shall be listed. Selection of Contractor will be made in accordance to Louisiana Bid Law and FLS Procurement Policy (see Appendices). Contract may be awarded, based upon the initial bid received without discussion of any of the bid received. The **FLS** reserves the right to reject all bids. Bidding Documents are available for review online at <http://www.firstlineschools.org/firstline-rfps.html> before the date of Bid opening. **FLS** will provide, at no cost, set of Bidding Documents requested by prospective Bidder(s), or any other persons. A mandatory pre-bid conference will be held as advertised. Lobbying for selection outside of the Louisiana Bid Law requirements is prohibited.

This project will be managed by:

**Latonia Batiste**

Landmark Consulting, LLC

1340 Poydras Street, Suite 1340

New Orleans, Louisiana 70112

Office Phone: (504) 524-8880 Fax: (504) 524-8884

[Latoniab@landmarkconsultingllc.com](mailto:Latoniab@landmarkconsultingllc.com)

**Questions:** Any inquiries concerning specification and/or documents should be directed in writing via email to Latonia Batiste, [Latoniab@landmarkconsultingllc.com](mailto:Latoniab@landmarkconsultingllc.com) of Landmark Consulting.

## BIDDERS CHECKLIST

---

- \_\_\_\_\_ 1. Completed Bid Form
- \_\_\_\_\_ 2. If a Bid Bond is used, completed Section 00310 Bid Bond, including certified copy of Power of Attorney. Otherwise, attach a certified check or cashier's check to Section 00300 Bid Form
- \_\_\_\_\_ 3. Completed Questionnaire, including any Bidder-furnished attachments.
- \_\_\_\_\_ 4. Completed List Of Subcontractors
- \_\_\_\_\_ 5. Completed Bidder's Affidavit.
- \_\_\_\_\_ 6. The Bidder's name, address and telephone number; the **FLS Project** and the Bidder's Louisiana contractor's license number (unless excused by LSA-R.S. 37:2157) shall be marked on the BID PACKAGE (refer to Section 00100 Instructions to Bidders, paragraph 10.2.)

This Check List is provided solely to aid the Bidder in submitting a Bid. It shall not be relied on to include all items necessary to insure a complete Bid.

**END OF SECTION 00100**

**COVER FOR BID FORMS**

**BID FORM**

**AND**

**BID FORM ATTACHMENTS**

- **SECTION 00300**      **BID FORM**
- **SECTION 00310**      **BID BOND**
- **SECTION 00360**      **NON-COLLUSION STATEMENT**

**SECTION 00300 BID FORM**

---

**ARTICLE 1 THIS BID IS SUBMITTED TO FirstLine Schools (FLS or Owner)**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form **Form of Agreement** and to perform and furnish all Work as specified or indicated in the Bidding Documents for the Bid prices in the "Bid Schedule" on the Bid Form, within the Contract Times specified in the Agreement, and in accordance with all the provisions and terms and conditions of the Bidding Documents, including without limitation, those dealing with the disposition of the Bid Security.

This Bid will remain open as specified in the Advertisement. Submission of this Bid constitutes a binding representation by the Bidder that the Bidder will perform the following obligations within the times and in the manner specified in the Bidding Documents: (a) the Bidder will deliver to the Owner acceptable evidence of insurance, and (b) the Bidder and its surety will appear before the Owner and sign the Agreement, Performance Bond, and Labor and Material Payment Bond.

**ARTICLE 2 THE BIDDER'S REPRESENTATIONS**

The Bidder has attended the pre-bid conference (and tour, if any conducted), and examined the Bidding Documents, including the Addenda acknowledged in the following table:

No. \_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_ Dated \_\_\_\_\_

**NOTE: The acknowledgement of Addenda table shall be completed by the Bidder**

The Bidder has (a) familiarized itself with the Work, site and locality; FLS policies (attached) and regulations; all applicable federal, state and local Laws; all general, local and prevailing conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work; and the terms and conditions of the Bidding Documents; and (b) carefully correlated the Bidder's observations with the Bidding Documents.

The Bidder has studied carefully all reports concerning subsurface conditions and drawings of physical conditions of existing surface and subsurface facilities that have been used by the Landmark and/or Owners Representative in the preparation of the Bidding Documents and all documents of physical conditions of Underground Utilities (and accepts responsibility for Underground Utilities). The Bidder accepts the determinations set forth in the Bidding Documents of the extent of the technical data contained in those reports, the Bidding Documents or any other documents on which the Bidder may rely.

The Bidder has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, all such additional reports of explorations and tests of subsurface conditions and information and data about surface or subsurface facilities or Underground Utilities that may affect cost, schedule, progress, performance or furnishing of the Work as the Bidder considers necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Bidding Documents. The Bidder expressly agrees to perform and furnish the Work, in accordance with the Bidding Documents, at no increase in Contract Price and within the Contract Time, regardless of whether or not the Bidder subsequently obtains and studies any additional reports or information and data, in addition or to supplement those reports and information.

The Bidder has carefully correlated the results of its observations, examinations and studies of those reports of explorations and all that information and data in studies, drawings and specifications, with the terms and conditions of the Bidding Documents. The Bidder assumes responsibility for all reasonably foreseeable terms, conditions and consequences resulting from such other work that may in any manner affect cost, schedule, progress, performance or furnishing of the Work.

The Bidder has carefully examined the terms and conditions of the General Conditions and the other Bidding Documents concerning delay, and the Bidder accepts the determinations set forth in the General Conditions that no delay shall be unreasonable under the circumstances, except as provided in the General Conditions. The Bidder has correlated those terms and conditions with the Bidders schedule for executing the Work and the Bidder's Base Bid and Alternates as applicable.



The Bidder represents that each **LUMP SUM price for each building or location** shown or indicated in the Bidding Documents or contingent upon actual conditions, whether bid on the Bid Schedule or other document, includes sufficient amounts to cover a) all labor, Subcontractor, materials and/or equipment, construction equipment and supplemental costs, and b) all administrative costs and profit.

The Bidder has given the Owner's Representative written notice of all conflicts, ambiguities, errors or omissions the Bidder has discovered in the Bidding Documents, and the written resolution given by the Owner's Representative is acceptable to the Bidder.

This Bid is genuine, is not made in the interest of or on behalf of any undisclosed person, is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, and no unlawful agreements exists concerning employment of, or payments to, a solicitor(s). To induce the Owner into consideration of this Bid, the Bidder reiterates and makes each of the representations made in the Bidder's Affidavit, Section 00360 that is executed by the Bidder and included with this Bid.

The Bidder has read and studied each provision of the Bidding Documents. The Bidder has no expectations different from the terms and conditions of the Bidding Documents.

**ARTICLE 3 TIME OF COMPLETION**

The Bidder has carefully correlated the provisions in the Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the Contract Times for the Work, and any other designated pans of the Work, as specified. The Bidder unequivocally accepts the liquidated damage provisions specified in the Agreement in the event of failure, neglect or refusal to complete the Work, or any designated part of the Work, within the corresponding Contract Times specified in the Agreement.

**ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID**

Attachments to this Bid Form are made a condition of this Bid. **The blanks in paragraphs shall be completed by the Bidder**

- Evidence of Authority to Sign the Bid is \_\_\_\_\_, is not \_\_\_\_\_, attached to this Bid Form.
- Bid Bond, including Certified Copy of Power of Attorney, \_\_\_\_\_; or certified check \_\_\_\_\_; or cashier's check \_\_\_\_\_.
- Bidder's Questionnaire, including attachments furnished by the Bidder.
- Bidder's Affidavit.

If the Bidding Documents require the enclosure, in the sealed Bid envelope, of documents separate from the Bid Form and Bid Form Attachments, those Bidder-provided documents are so enclosed and made a condition of this Bid.

**ARTICLE 6 BID SCHEDULE**

Base Bid Schedule-The Bidder shall complete the Work and accept in full payment, for the work items listed, the following Unit Price(s) and/or Base Bid Price as applicable.

1. Base Bid Work Description: Demolition and removal of all content to include removal of hazardous materials.

Total Base bid amount for the lump sum of:

\_\_\_\_\_ and \$ \_\_\_\_\_  
 (use words) (in figures)

Provisionary Allowance per building - \$3,000.00 (Three Thousand Dollars and No Cents)

**Contractor shall include: Base Bid amount plus Provisionary Allowance in his Total Base Bid Amount.**

2. Base Bid Work Description: Demolition and removal of all content to include removal of hazardous materials.

Total Base bid amount for the lump sum of:

\_\_\_\_\_ and \$ \_\_\_\_\_  
 (use words) (in figures)

Provisionary Allowance - \$3,000.00 (Three Thousand Dollars and No Cents)

**Contractor shall include: Base Bid amount plus Provisionary Allowance in his Total Base Bid Amount.**

3. Base Bid Work Description: Demolition and removal of all content.

Total Base bid amount for the lump sum of:

\_\_\_\_\_ and \$ \_\_\_\_\_  
(use words) (in figures)

Provisionary Allowance - \$3,000.00 (Three Thousand Dollars and No Cents)

**Contractor shall include: Base Bid amount plus Provisionary Allowance in his Total Base Bid Amount.**

4. Base Bid Work Description: Demolition and removal of all content.

Total Base bid amount for the lump sum of:

\_\_\_\_\_ and \$ \_\_\_\_\_  
(use words) (in figures)

Provisionary Allowance - \$3,000.00 (Three Thousand Dollars and No Cents)

**Contractor shall include: Base Bid amount plus Provisionary Allowance in his Total Base Bid Amount.**

**ARTICLE 8 BID SUBMITTED ON**

Bid submitted on the \_\_\_\_\_ day of, \_\_\_\_\_ 2013

The Bidder hereby certifies that it is licensed under the provisions of LSA-R.S, Title 37, Chapter 24, as follows:

LICENSE #: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_ SUBCLASSIFICATION: \_\_\_\_\_

is the License VALID: \_\_\_\_\_

The Bidder warrants that evidence of agency, corporate or partnership authority of the signature of the person signing the Bid meets the conditions in LSA-R.S. 38:2212(O) (1) \_\_\_\_\_ (i.e., signature is on file with the Secretary of State); or LSA-R.S. 38:2212 (O)(2) \_\_\_\_\_ (i.e. proper evidence of authority is attached to this Bid Form); or LSA-R.S.

38:2212(o)(3) \_\_\_\_\_ i.e., evidence has been file with the Secretary of State of the Clerk of the Court for the Parish of Orleans)

Bid Security is in the form of a Bid Bond \_\_\_\_\_ Bid Bond form has been duly executed: \_\_\_\_\_

CERTIFIED CHECK \_\_\_\_\_ CASHIER'S CHECK \_\_\_\_\_ and CERTIFICAITON are attached \_\_\_\_\_

**If the Bidder is an individual**

Name of individual: \_\_\_\_\_

Name and Title of Person Authorized to sign \_\_\_\_\_

Signature \_\_\_\_\_

Doing business at \_\_\_\_\_

Business Address \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**If the Bidder is a Partnership**

By \_\_\_\_\_  
(True Name of the Partnership)

\_\_\_\_\_  
(General or Managing Partner Authorized to Sign)

Signature \_\_\_\_\_

Business Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**If the Bidder is a Corporation**

By \_\_\_\_\_  
(Legal Corporate Name)

Name & Title of  
Authorized Officer \_\_\_\_\_

Signature \_\_\_\_\_

Name & Title of  
Officer Attesting: \_\_\_\_\_

Signature \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**If the Bidder is A Joint Venture**

JOINT VENTURE SIGNATURES SHALL BE AS PROVIDED IN THE INSTRUCTION TO BIDDERS. EACH JOINT VENTURE SIGNING THE BID SHALL SIGN IN THE MANNER INDICATED FOR AN INDIVIDUAL, A PARTNERSHIP, OR A CORPORATION. IF MORE THAN TWO JOINT VENTURERS OF THE SAME TYPE ARE INCLUDED, USE ADDITIONAL PAGES. LICENSE(S) OF THE JOINT VENTURE SHALL BE PROVIDED.

Name of Individual: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Name & Title of Per Authorized to sign:  
\_\_\_\_\_

Name & Title of Per Authorized to sign:  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Doing Business As: \_\_\_\_\_  
\_\_\_\_\_

Doing Business As: \_\_\_\_\_  
\_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By:: \_\_\_\_\_  
(True Name of the Partnership)

By:: \_\_\_\_\_  
(True Name of the Partnership)

General of Managing Partner Authorized to Sign

General of Managing Partner Authorized to Sign

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By: \_\_\_\_\_

(Legal Corporation Name)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title of Offer Attesting:

\_\_\_\_\_

By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_

(Legal Corporation Name)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title of Offer Attesting:

\_\_\_\_\_

By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**CERTIFICATE OF PRINCIPAL  
(BIDDER)**

I, \_\_\_\_\_ Certify that I am the Secretary of the Corporation \_\_\_\_\_ or a General Partner  
\_\_\_\_\_ or Managing Partner \_\_\_\_\_ of the partnership, named as the Bidder in the attached Bid Form; that \_\_\_\_\_  
\_\_\_\_\_ who signed the Bid Form on the behalf of the Bidder; was then \_\_\_\_\_ of the  
organization \_\_\_\_\_ or partnership \_\_\_\_\_ by authority of its governing body \_\_\_\_\_ or partners \_\_\_\_\_.

\_\_\_\_\_  
Signed by the Secretary or Other Authorized Officer of the Corporation  
Or By General or Managing Partner Certify

\_\_\_\_\_  
Name of the Corporation or True Name of the Partnership

**(Corporate Seal)**

**VERIFICATION**

(BIDDER)

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

Before me, a notary duly commissioned, qualified and acting, personally appeared (enter the name of the person who signed the Bid Form on behalf of the Bidder) \_\_\_\_\_ to me well known to be the person described in and who signed the Bid Form, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter the Bidder's Name) \_\_\_\_\_ and that he/she has been authorized by(enter name of the individual, partnership name, or that governing body of the Bidder named in the attached corporate resolution) \_\_\_\_\_ to execute the attached Bid Form on behalf of the named Bidder in favor of the **FLS**.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary

CERTIFICATE OF CORPORATE AUTHORITY  
(If the Contractor is a Corporation)

I, \_\_\_\_\_ Corporate Office of \_\_\_\_\_ a \_\_\_\_\_  
(Print or Type) (Indicate State)

Corporate (the "Company") Do hereby certify that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors, wherein a quorum was present, duly called, and held on \_\_\_\_\_ and that the same is now in full force and effect:

"Resolved, that the Chairperson, the President, each Vice President, the Treasury, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that \_\_\_\_\_ is Chairperson of the Board \_\_\_\_\_ is President, \_\_\_\_\_ is Treasurer, and \_\_\_\_\_ is Secretary

I FURTHER CERTIFY that any of the aforementioned Officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Contract Document **FIRSTLINE DEMOLITION AND HAZARDOUS MATERIALS REMOVAL PROJECT** and that all necessary corporate approvals have been obtained in relationship thereto.

In witness thereof, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**CORPORATE SEAL**

\_\_\_\_\_  
Corporate Officer's Signature

\_\_\_\_\_  
Title



**CERTIFICATE OF PARTNERSHIP  
(If Bidder is a Partnership)**

I, \_\_\_\_\_, General Partner in \_\_\_\_\_, a \_\_\_\_\_  
(Print or type) (Indicate State)

Partnership (the "Partnership") do hereby certify that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated \_\_\_\_\_, 20\_\_\_\_, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on \_\_\_\_\_ and that the same is now in full force and effects:

"That each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument of document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, documents, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by a General Partner to be conclusive evidence of such approval "

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the asserts of the Partnership to the conditions, obligations, stipulations and undertakings contained in the Bidding Documents for **FIRSTLINE DEMOLITON AND HAZARDOUS MATERIALS REMOVAL PROJECT** and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
General Partner's Signature

End of Section **00300**

**FIRSTLINE DEMOLITION AND HAZARDOUS MATERIALS REMOVAL PROJECT**

**SECTION 00310: BID BOND**

(LOUISIANA FORM)

KNOW ALL PERSONS That we "the Bidder," a corporation, individual, partnership, joint venture, of the state of, qualified to do business in the State of Louisiana, as Principal, and "the Surety," of the state of, authorized to do business as surety in the State of Louisiana, are hereby held and firmly bound unto the **FLS**, as obligee in the amount of five percent (5%) of the sum of the Bidder's Base Bid plus all Alternates, which equates to the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which the Bidder and Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to the **FLS** the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the **FLS** for covered by Bidding Documents prepared by the Landmark Consulting, which Bidding Documents are incorporated into this Bid Bond by this reference:

The condition of this obligation is that, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda) within the time specified or any extension thereof, with or without notice to the Surety, but pays the **FLS** the penal sum amount set forth in this Bond – then this obligation shall be null and void, otherwise this obligation shall remain in full effect.

A. If the **FLS** makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the penal sum set forth in this Bond Shall be immediately due and payable, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the **FLS** for all costs of collection.

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the **FLS** may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. It is the intention of the Bidder, Surety and **FLS** that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of this Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the **FLS** shall be protected to the full extent provided by LSA-R.S. 38:2218.

IMPORTANT: The Surety shall provide proof satisfactory to the FLS that the Surety (a) is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, or is a Louisiana domiciled insurance company with at least an A- rating.

Address and Telephone of Surety  
\_\_\_\_\_  
\_\_\_\_\_

Address and Telephone of agent (licensed and residing in Louisiana):  
\_\_\_\_\_  
\_\_\_\_\_

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**BIDDER:** (Sign & Print Full Name)

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**SURETY:** (Sign & Print Full Name)

By Agent: \_\_\_\_\_

Witness: \_\_\_\_\_

By Attorney-in-Fact: \_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

**END OF SECTION 00310**

**SECTION 00360: NON-COLLUSION STATEMENT**

---

State of Louisiana

Parish of Orleans

\_\_\_\_\_, states that he/she is \_\_\_\_\_ (a partner of the firm, officer of the corporation, or individual making the foregoing proposal or bid); that said proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said bid or proposal are true.

\_\_\_\_\_

(Signature)

**THE PRINCIPALS OF THE COMPANY ARE:**

PRESIDENT \_\_\_\_\_

VICE-PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

BIDDER \_\_\_\_\_

(Signature)

NAME \_\_\_\_\_

(Print or Type)

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

AREA CODE & PHONE \_\_\_\_\_

AREA CODE & FAX \_\_\_\_\_

**SECTION 00400: QUALIFICATION SUBMITTALS COVER SHEET**  
**TO BE COMPLETED AFTER BID AWARD**

---



**4200 CANAL STREET  
NEW ORLEANS LOUISIANA 70115**

**QUALIFICATION SUBMITTALS  
TO BE SUBMITTED BY AWARDEE**

**QUALIFICATION SUBMITTALS**

SCHEDULE OF MANUFACTURES AND SUPPLIERS  
SUBCONTRACTOR'S QUESTIONNAIRE  
CERTIFICATION OF EQUAL OPPORTUNITY AND NON SEGREGATED FACILITIES  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
NOTICE TO QUALIFY AND CHECKLIST- NOTICE TO QUALIFY RETURN FORM

**QUALIFICATION SUBMITTALS (FORM IS NOT INCLUDED WITH THE BIDDING DOCUMENTS)**

LOG OF SUBMITTALS  
SUMMARY PROGRESS SCHEDULE  
DOCUMENTATION INDICATING EVIDENCE OF AUTHORITY

**SECTION 00420 SCHEDULE OF MANUFACTURERS AND SUPPLIERS**

---

**ARTICLE 1 – ITEMS “NAMED OR SPECIFIED”**

The Apparent Low Bidder shall, within forty-eight (48) hours after the opening of the Bids, nominate the Bidder’s manufacturers and Suppliers for those significant items named or specified in the Specifications and Drawings (including all Addenda) listed in Schedule 1.5 below by circling the letters “A”, “B”, “C” etc., (corresponding to each of the listed manufactures and suppliers). If the bidder fails to circle a manufacturer for a listed item of material or equipment, or circles more than one letter for a listed item or material or equipment, the Bidder hereby agrees to nominate, for that item, the manufacturer and/or Supplier selected by the Owner. The requirements to make a definite selection and to clarify any omissions or ambiguities applies to the Apparent Low Bidder and any other Bidder wishing to remain in contention for the award.

The bidder has examined the requirements of the Instruction to the Bidders, and the Apparent Low Bidder agrees that, except as may be consented to by the Program manager of the Instruction to Bidders, substitute or “or-equal” items of material and equipment will not be considered by the Landmark until after the date when the Owner and Contractor execute the

The Apparent Low Bidder assumes responsibility for the cost and time required to make items of material or equipment conforms to the requirements of the Bidding Documents. In addition, if an item of material or equipment named or specified that is expressly listed in Schedule 1.5 required any changes in the Work, including, but not limited to changes in the Specifications, any testing requirements, or in any means and methods, indicated in or required by the Bidding Documents, the Bidder, except as provided below, assumes responsibility for the cost and time required to carry out such changes in the Work. Submissions of a Bid constitutes a binding representation by the Bidder that the Bidder acknowledges and accepts the determination that may delay and all cost resulting from the events contemplated in this paragraph do not justify any increase(s) in the Contract Price and/or Contract Time.

The responsibility for the cost and time required to carry out changes in the Work assumed by the Bidder under paragraph 1.3 does not extend to the liability of the Architect arising out of or resulting from errors or omissions in the preparation of the Bidding Documents. Nor does such responsibility apply to changes in the Work required to accommodate equipment or materials expressly listed in Schedule 1.5, if the Landmark had actual knowledge of those changes at least fifteen (15) day before Bid opening

**Schedule of Bid Materials and Equipment**

**ITEMS NAMED OR SPECIFIED ( ENTERED BY THE PROGRAM MANAGER)**

ITEM OF MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	<b>CONTRACTOR TO NOMINATE (CIRCLE) ITS CHOSEN NAMED OR SPECIFIED MANUFACTURERS AND/OR SUPPLIERS</b>
----------------------------------	--------------------------	---

**ARTICLE 2 SUBSTITUTE OR "OR-EQUAL" ITEMS**

The General Conditions provides for the consideration (after the date the Owner and Contractor execute the Agreement) and possible acceptance by the Architect of substitute or "or-equal" items of material or equipment (unless an item named is followed by words establishing that no substitution or "or-equal" is permitted). If sufficient information is submitted to the Architect allows consideration (after Contract Award) and possible acceptance by the **PM** of "or equal" or substitute materials or equipment. Essentially, the **PM** will consider the proposed "or equal" or substitute material or equipment if sufficient information is submitted to allow the **PM** to determine that the material or equipment proposed is equivalent or equal to that named or specified.

If the Bidder knows or has reason to know that the Bidder intends to propose and/or furnish or use substitute or "or-equal" items of material or equipment pursuant to the provisions of the General Conditions, the Bidder expressly agrees to list such items and the corresponding manufacturer, and the Bidder agrees to provide a deductive dollar amount. Unless otherwise specified in the Supplement Instructions, the deductive dollar amount shall represent one hundred percent (100%) of the cost difference between the corresponding item nominated by the Bidder. above and the Bidder's substitute or "or equal" item proposed. The deductive amount shall be indicated as wither lump sum or unit price. If the substitute or "or equal" item proposed by the Bidder does not or cannot be made to conform to the requirements of the price. If the substitute or "or-equal" item proposed by the Bidder does not or cannot be made to conform to the requirements of the Contract Documents, or both, the Bidder shall furnish the item corresponding to the manufacturer nominated by the Bidder or, if acceptable to the Owner and Architect at that time one of the other named or specified items.

The Bidder assumes responsibility for the cost and time required to make substitute or "or-equal" items of material or equipment conform to the requirements of the Contract Documents. In addition, if a substitute or "or-equal" item of material or equipment requires any changes in the Work, including, but not limited to changes in the drawings, any testing requirements, any means and methods indicated in or required by the Contract Documents or changes in work performed by the Owner or others, the Bidder shall assume full responsibility for the cost and time required to carry out such changes in the Work or work of others. Submission of a Bid constitutes a binding representation by the Bidder that the Bidder acknowledges and accepts the determination that any delay and all costs resulting from the events contemplated in this paragraph do not justify any increase(s) in Contract Price and/or Contract Time.

The General .Conditions provides for reimbursement by the Contractor to the Owner for any additional expenses incurred by the Owner or Landmark directly attributable to the substitution and the substitute item of material or equipment, and allows the Landmark to reject a substitute if the deduction proposed does not, in the Landmark's judgment, reflect the net difference in cost.

**Schedule of Bid Materials and Equipment**

MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	<b>CONTRACTOR TO NAME ITS CHOSEN MANUFACTURERS AND SUPPLIERS</b>
ITEM 1 -		
ITEM 2 -		
ITEM 3 -		

**IMPORTANT:** The provisions of the Schedule of Materials and Equipment shall not create or impose any express or implied duty or obligation on the **Owner** or **PM** to exercise this authority for the benefit of the Apparent Low Bidder or any *listed* manufacturer and/or Supplier.

END OF SECTION 00420

**SECTION 00430 SUBCONTRACTOR'S QUESTIONNAIRE**

---

**ARTICLE 1 ORGANIZATION**

Date of organization (or corporation) \_\_\_\_\_ State of incorporation \_\_\_\_\_ (IRS)EIN \_\_\_\_\_

Title/name of Principals (President, Vice Presidents, Secretary and Treasurer, if a corporation; partners, if a partnership)

If your organization, any business entity related to or affiliated with your organization, or any present or former executive employee, officer, director shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, furnish with this Bidder Questionnaire all material facts relating to any such felony conviction or any such pending felony charges.

**ARTICLE 2 LICENSING**

Attach copies of all your organization's valid Louisiana Contractor's licenses covering Work that your organization intends to perform under a subcontract and for which a license is required under LSA-R.S. Title 37, Chapter 24.

**ARTICLE 3 EXPERIENCES**

What is the general character of the work performed by your organization? \_\_\_\_\_

How many years experiences in the construction OR Demolition of school facilities, and/or and other like institutional facilities has your organization had: (a) as a General Contractor? \_\_\_\_\_; (b) as a Subcontractor? \_\_\_\_\_

Attach a list of all public contracts or subcontracts that your organization has performed within the last five (5) years involving secondary schools, post-secondary and/or other like facilities similar in character and scope to the Work under the Bidding Documents (using the forms in the References Attachment" attached). If the contract or subcontract referenced is not substantially completed, furnish the percent complete for that contract or subcontract. Within the last five (5) years, has your organization failed to complete a contract or subcontract awarded to it? \_\_\_\_\_ If so, for each contract or subcontract, state when, where and why.

Within the last five (5) years, have any claims arising from or relating to a contract or subcontract been made against your organization or any officer or partner of your organization that resulted in litigation or arbitration? \_\_\_\_\_  
If so, attach a description of each claim, the amount of claim, the parties involved, and settlement amount or award.

Within the last five (5) years, has your organization or an officer or partner of your organization made any claims? Any arising from or relating to a contract or subcontract that resulted in litigation or arbitration? \_\_\_\_\_. If so, attach a description of each claim, the amount of claim, the parties involved, and the settlement amount or award.

**ARTICLE 4 ADDITIONAL QUALIFICATIONS**

Will you subcontract any part of the Work covered by the intended Sub-agreement? \_\_\_\_\_. If so, which parts of the Work covered by the intended Sub-agreement do you intend to subcontract to a lower tier Subcontractor?

State the name, address and telephone number of a representative of your organization who personally visited and inspected the \_\_\_\_\_ . Also describe the subsurface and physical conditions that are at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's sub-bid.

Attach a list of construction equipment and machinery your organization intends to use in the execution of the Work.

Does your organization rent or lease equipment or facilities from other affiliate organizations? \_\_\_\_\_. If so, state the name of the affiliate organization(s)

Bank line of credit available? \$ \_\_\_\_\_.



**ARTICLE 5 REFERENCES**

Please list Trade references (Minimum of 3):

Please list Bank references:

Please list Insurance information:

The undersigned Subcontractor \_\_\_\_\_ warrants that all statements and answers made to the interrogatories in this Questionnaire are current, accurate and complete as of the date stated below. (Note: Attachments shall be fastened at the end of this Section in the bound Bidding Documents).

Signed by \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CERTIFICATE OF PRINCIPAL  
(NOMINATED SUBCONTRACTOR)**

I, certify that I am the Secretary of the Corporation \_\_\_\_\_ or a General Partner \_\_\_\_\_ or Managing Partner of the partnership, named as the Subcontractor in the attached Questionnaire; that \_\_\_\_\_ who signed the Questionnaire on behalf of the Subcontractor, was then \_\_\_\_\_ of that organization \_\_\_\_\_ or partnership \_\_\_\_\_; that I know the undersigned's signature, and the sign signed on the Questionnaire on behalf of the Subcontractor, was then \_\_\_\_\_ of that organization \_\_\_\_\_ partnership \_\_\_\_\_; that I know the undersigned's signature, and the signature on the Questionnaire is genuine, and that the Questionnaire was duly signed, sealed, and attested for and on behalf of that organization \_\_\_\_\_ or partnership \_\_\_\_\_ by authority of its governing body \_\_\_\_\_ or partners \_\_\_\_\_.

\_\_\_\_\_  
Signed by the Secretary or Other Authorized Officer of the Corporation  
Or By General or Managing Partner Certifying

\_\_\_\_\_  
Name of the Corporation or True Name of the Partnership

(Corporate Seal)

**VERIFICATION  
(NOMINATE SUBCONTRACTOR)**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

Before me, a Notary duly commissioned, qualified and acting personally appeared \_\_\_\_\_ (*name of person who signed the Questionnaire on behalf of the Subcontractor*), to me well known to be the person described in and who signed the Questionnaire, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for \_\_\_\_\_ (*Subcontractor's name*) and that he/she has been authorized by (*enter name of individual, partnership name, or that governing body of the Subcontractor named in the attached corporate resolution*) \_\_\_\_\_ to execute the attached Questionnaire on behalf of the named Subcontractor in favor of the **FLS**.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

**Notary**

**REFERENCES**

---

**REFERENCE:**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone):

\_\_\_\_\_

Bidders Representative (Name and Telephone):

Scope of Project: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE:**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone):

\_\_\_\_\_

Bidders Representative (Name and Telephone):

Scope of Project: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE:**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone):

\_\_\_\_\_

Bidders Representative (Name and Telephone):

Scope of Project: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE:**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone):

\_\_\_\_\_

Bidders Representative (Name and Telephone):

Scope of Project: \_\_\_\_\_

\_\_\_\_\_



**SECTION 00450: CERTIFICATION OF EQUAL OPPORTUNITY AND NONSEGREGATED FACILITIES**

---

**1. THE BIDDER STATEMENT ABOUT EQUAL OPPORTUNITY CLAUSE**

\_\_\_\_\_ I have participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.

\_\_\_\_\_ I have not participated in previous contract(s) or subcontract(s) subject to the Equal Opportunity Clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

\_\_\_\_\_ I will obtain a similar statement from any nominated Subcontractor(s), when appropriate.

\_\_\_\_\_  
Signature and Title of Bidder's Representative

\_\_\_\_\_  
Printed or Typed Name and Title of Bidder's Representative

**2. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that the Bidder does not maintain nor provide for its employees any segregated facilities at any of the Bidder's establishments, and that the Bidder does not permit its employees to perform their services at any location under the Bidder's control, where segregated facilities are maintained. The Bidder certifies that the Bidder will not maintain or provide for its employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification would be a violation of the Equal Opportunity Clause in any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreations, recreation or entertainment areas, transportation and housing facilities provided for employees that 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 otherwise. The Bidder agrees that (except where the Bidder has obtained identical certifications from nominated Subcontractor) the Bidder will obtain identical certifications from any Subcontractor to be awarded a Sub-agreement over \$10,000 that is exempt from the provisions of the Equal Opportunity Clause, and that the Bidder will retain those certifications in the Bidder's files.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

Official Address (Including Zip Code): \_\_\_\_\_

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

END OF SECTION 00450

**SECTION 00460: CERTIFICATION REGARDING DEBARMENT, SUPENSION AND OTHER RESPONSIBILITY MATTERS**

---

The Bidder certifies to the best of its knowledge and belief that the Bidder and the Bidder principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local instrumentalities.
2. Have not within the last (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1 of this certification; and
4. Have not within the last (5) years before Bid opening had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this Bid termination of the award.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

END OF SECTION **00460**

**SECTION 00490: NOTICE TO QUALIFY**

---

(The Contractor)

AT: \_\_\_\_\_  
\_\_\_\_\_

**RE: NOTICE TO QUALIFY**

This correspondence is to advise that your bid dated 12/23/12, for the referenced contract has been reviewed and that your organization has been confirmed to be the Apparent Low Bidder. You are reminded to review the provisions of Section 00100 INSTRUCTION TO BIDDERS, Article 2 Qualification of Bidder and, if you have not provided us with qualification documents to date, to expedite delivery of the required Qualification Submittals as follows:

Provide within **six (6) business days**, after bid opening. Qualification Submittals. Please review Instruction to Bidders. Attach separated pages as necessary and describe subsurface and other physical conditions at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's Bid.

So that this work may begin soon, we appreciate your immediate attention to the above details. Failure to comply with these conditions within the time specified may cause the **Owner** to consider your bid abandoned and declare your Bid Security forfeited.

ISSUED BY OWNER:

RECEIVED ON \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Chief Operations Officer

By: \_\_\_\_\_  
(The Contract)



**SECTION 00500: FORM OF AGREEMENT**

---

BE IT KNOWN, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year of \_\_\_\_\_,

\_\_\_\_\_, and qualified in and for the Parish of Orleans, State of Louisiana, residing in the Parish of Orleans, Louisiana, and in the presence of the witnesses named on page 4 of this Agreement and the undersigned,

PERSONALLY CAME AND APPEARED: THE FirstLine Schools, (Owner) herein represented by, \_\_\_\_\_ duly authorized, and \_\_\_\_\_ (Contractor) a \_\_\_\_\_ organized and created under the laws of the State of \_\_\_\_\_ herein represented by its \_\_\_\_\_,

\_\_\_\_\_ duly authorized by a resolution of \_\_\_\_\_ of said \_\_\_\_\_ adopted at a meeting held on \_\_\_\_\_ 2013 a certified copy, of which resolution is annexed to this Agreement,

WHICH said appeasers further declared that the Contractor has agreed, and does by these presents agree, for the Contract Price and within the Contract Time mentioned and contained herein, to complete all the work in complete accordance with the Contract Documents prepared by the Owner's Representative for FLS.

**ARTICLE 1 WORK**

The Work is generally describes as: **FirstLine Demolition**

**ARTICLE 2 THE PROJECT MANAGER**

Landmark Consulting, LLC.  
1340 Poydras Street Suite 2150  
New Orleans, LA 70112 is designated as the Owner's Representative and shall a) act as the Owner's representative, and b) assume all duties and responsibilities of, and have the rights and authority assigned to, the Owner's Representative and the Project/Landmark in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 CONTRACT TIME**

---

3.1. The periods allowed for completion of the entire Work, or a designated part of the Work, will be as follows:

3.1.1. The entire Work will be (a) substantially complete and ready for acceptance, in accordance with the Contract Documents **14 CALENDAR DAYS from the Notice to Proceed** and b) complete and ready for final payment, in accordance with the Contract Documents, **30 CALENDAR DAYS from the Notice to Proceed FINAL COMPLETION.**

3.1.2. If separable parts of the Work shall be completed within periods other than the period allowed for Substantial Completion of the entire Work, the Contract Times for those parts of the Work will be as specified in Attachment A, Section 00520, and as may be supplemented in the Specifications

3.2. The Owner and Contractor recognize that the Contract Times are of the essence of this Agreement, and that the Owner will suffer injuries and damages if the Work is not completed within those Contract Times, including any extensions authorized by Change Orders. Accordingly, if the Contractor fails, neglects or refuses to complete all or any designated part of the Work within the corresponding Contract Times, the Contractor shall pay the Owner liquidated damages as provided in paragraphs 3.2.1 and 3.2.2. Liquidated damages are cumulative and represent a reasonable estimate of the Owner's extra expenses, which expenses are difficult to estimate with accuracy. Liquidated damages are not intended to compensate the Owner for any other breach of the Contract Documents.

3.2.1. The Contractor agrees to allow the owner to deduct from progress payments and retention and to pay to Owner as liquidated damages, and not as a penalty, the amount of **One Hundred Dollars and No/Cents (\$100.00)** for each day that expires after the Contract Time specified in paragraph 3.1.1 for Substantial Completion and acceptance of the entire Work until the entire Work is substantially complete; and the amount of **One Hundred Dollars and No/Cents (\$100.00)** for each day that expires after the Contract Time specified in paragraph 3.1.1 for final completion of the entire Work until the entire Work is ready for final payment.

3.2.2. The Contractor further agrees to allow the Owner to deduct from progress payments and retention and to pay the Owner as liquidated damages, and not as a penalty, the amounts designated in Attachment A to this Agreement for each day that expires after each of the Contract Times

specified in Attachment A for Substantial Completion or Partial Completion until each such part of the Work is either substantially complete, and ready for acceptance, or partially complete.

#### **ARTICLE 4 CONTRACT PRICE**

---

4.1. The Contractor will perform the Work and accept full payment the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contract Price includes only those Alternates accepted by the Owner, as itemized in the executed Notice of Award.

4.2. The Contract will include those Change Order prices (bid on the "Schedule of Change Order Prices" on the Bid Form) that are accepted by the Owner (a) when the Owner executes this Agreement, or b) by Change Authorization.

#### **ARTICLE 5 PAYMENT PROCEDURES**

---

5.1. The Contractor shall submit to the Owner's Representative, for review and certification, Applications for Payment covering Work performed during the preceding calendar month Prior to submission of, Application for Payment, the Contractor shall meet with the Owner's Representative at the site during the last week of the payment period to determine percentages of completion and the status of the Progress Schedule. The Owner and Contractor mutually agree that the Owner will make a progress payment based on a duly Owner's Representative- certified and Owner approved estimate of the Work covered by the corresponding Application for Payment, subject to those conditions stipulated in this Article, the General Conditions and the other parts of the Contract Documents.

5.1.1. The Owner will not approve any progress payment and no progress payment will be made until the Contractor has submitted a) the building permit and any other permits required to commence the Work, and b) those Schedule another Submittals specified in the General Conditions.

5.1.2. Except as qualified in paragraph 5.4, before Substantial Completion of the Work, progress payments will be made in an amount equal to 90% of Work completed (i.e., the Owner will retain 10% as additional guarantee for completed performance of the Work) if the Contract Price is less than \$500,000.00, or 95% of Work completed if the Contract Price is more than or equal to \$500,000.00, but in each case, less the aggregate of payments previously made and less such deductions as the Owner's Representative or Owner determines are appropriate to cover claims requiring a greater amount to be retained.

5.1.3. The Contractor may, with written consent of its

surety, withdraw all or any portion of the amount so retained by depositing with the FLS security meeting the requirements of LSA-RS. 38:2249(A). Interest on any such security shall accrue as provided in LSA-R.S. 38:2249(B). In the event of default, the FLS may negotiate or sell all interest or income accrued on such deposits as provided in LSA-R.S. 38:2249(C).

5.2. Except as qualified in paragraph 5.4, upon Substantial Completion and acceptance of the Work, or of a designated part of the Work on which separate Substantial Completion is specified, and after presentation by the Contractor of the clear lien and privilege certificate issued by the Recorder of Mortgages for the Parish of Orleans, the Owner will pay the remainder of the Contract Price for the Work, or designated part of the Work, as recommended by the Owner's Representative, less such deductions as the Owner may withhold to cover any Punch List Work remaining any claims (including, but not limited to claims under LSA-R.S. 38:2242) and liquidated damages.

5.3. Except as qualified in paragraph 5.4, upon final completion of the entire Work, as provided in the General Conditions, the Owner will pay the remainder of the Contract Price for the Work, as recommended by the Owner's Representative, less such deductions as the Owner may withhold to cover any Punch List Work remaining any claims (including but not limited to claims under LSA-R.S. 38:2242) and liquidated damages.

5.4. The Owner may deduct from each progress payment and final payment any liquidated damages then due or that would become due based on the Owner's estimate of late completion of the Work, provided the Contractor fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.

#### **ARTICLE 6 CONTRACTOR'S REPRESENTATIONS**

---

6.1. To induce the Owner to enter into this Agreement, the Contractor reiterates each of the representations in the Contractors Bid Form. Paragraphs in the Bid Form are by this reference repeated verbatim in this Agreement just as though those paragraphs had been written in this Article 6, except that the term "Contractor" shall replace the term Bidder in each and every.

#### **ARTICLE 7 CONTRACT DOCUMENTS**

---

7.2 The Contract Documents form the contract between the Owner and Contractor, and represent the entire and final integrated agreement between the parties with respect to the Work. The Contract Documents are incorporated into this Agreement by this reference, and supersede all prior oral or written agreements, if any, between the parties. Any statement, representation, promise or inducement not set forth

in the Contract Documents is null and void, and not binding on either the Owner or Contractor. The Contract Documents shall not in any way create a relationship of any kind between the Owner's Representative and Contractor, or between the Owner and a Subcontractor, or Supplier or any other persons. The Owner's Representative shall, however, be entitled to performance and enforcement of obligations under the Contract that are consistent with the Owner's Representative's authority and responsibilities under the Contract Documents.

7.2 The Contract Documents on the date when the Owner executes this Agreement, which are attached to this Agreement, have been produced and signed by the parties hereto, and have been paraphrased "Ne Varietur" by me, Notary, for identification herewith, consist of the following:

*This Agreement, Addenda \_\_\_\_\_ through \_\_\_\_\_ and the following Attachments to this Agreement*

*Notice of Award, duly signed by the Owner and Contractor.*

*Supplementary Conditions, including \_\_\_\_\_ and*

*General Conditions, Advertisement, Information for Bidders, Instructions to Bidders, and Attachment A to the Instructions to Bidders.*

*Performance Bond and Labor and Material Payment Bond executed by the Contractor and surety(ies), with each Bond enclosing separate evidence of power of attorney.*

*The Contractor's Bid Form, Bid Form Attachments and Attached Documentation, and the following revisions to the Bid Form Attachments (delivered after the date of Bid opening:)*

*Change Order signed by the Owner, regardless of whether they are signed by the Contractor or not:*

*Change Authorizations signed by the Owner, regardless of whether they are signed by the Contractor or not:  
Notice to Proceed, executed by the Owner.*

7.4. There are no Contract Documents other than those listed in this Article 7, or added by specific provision in Section 00520. The Contract Documents may be modified or supplemented as provided in the General Conditions.

**ARTICLE 8 MISCELLANEOUS**

8.1. If any provision of the Contract Documents is invalid, illegal or unenforceable, all other provisions of the Contract Documents shall nevertheless remain in full force and effect. If any provision of the Contract Documents is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

8.2. It is the intent of the Owner and Contractor that all provisions of Law required to be inserted or referenced in the Contract Documents are so inserted or referenced. If any provision of Law is not so inserted or referenced, or is inserted or referenced improperly, then each such provision shall be considered inserted or referenced in the Contract Documents in proper form at no increase in Contract Price or Contract Time.

8.3. The duties, obligations, criteria or procedure imposed by, and the rights and remedies made available in, the Contract Documents are in addition to, and not in any way a limitation of, any

rights and remedies that are otherwise allowed or imposed by Law, except that in the event a specific part or detailed requirement of a provision, criterion or procedure in the Contract Documents and a specific part or detailed requirement of a provision, criterion or procedure imposed by Law conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed by Law shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures imposed by Law and the Contract Documents shall remain in full force and effect and be read with the controlling specific part or detailed requirements. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.

8.4. The Contractor shall not sell, assign, transfer or otherwise convey any of the Contractor's rights and shall not delegate any of the Contractor's duties under this Agreement without the prior and express written consent of the Owner and the Contractor's sureties. In its sole discretion, the Owner may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this paragraph shall be void and shall relieve the Owner of any further liability under the Contract Documents but shall not relieve the Contractor's sureties of any liability. If the Owner consents in writing to an assignment, unless specifically stated to the contrary in the consent that assignment shall not release or discharge the Contractor from any duty or responsibility set forth in the Contract Documents, and shall not release or discharge the Contractor's sureties under the Bonds required by the Contract Documents.

8.5. The Owner reserves the right to correct any error any progress payment that may have been paid. The Owner reserves the right, should proof of defective Work be

discovered after final payment, to claim and recover from the Contractor and/or the Contractor's surety, sufficient sums to correct or remove and replace the defective Work.

8.6. Any waiver by the Owner of any provision of the Contract Documents shall be specific and in writing, and shall apply only to the specific matter and not to other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

8.7. Nothing contained in this Agreement shall in any manner authorize, empower or constitute the Contractor, Subcontractors or Suppliers as agents of the Owner, authorize or empower the Contractor, Subcontractors or Suppliers a) to assume or create any obligation or responsibility whatsoever expressed or implied, on behalf of or on the name of the Owner or b) to bind the Owner in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Owner. The Contractor shall perform all Work under this Agreement as an independent contractor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a part of the Agreement.

8.8. This Agreement shall be binding on the Contractor, Owner and all their respective successors and legal representatives and, if the Owner has consented to an assignment or delegation as provided in paragraph 8.4, assigns and

delegates.

8.9. This Agreement and the Contract Documents shall be governed by and construed in accordance with the Laws of the State of Louisiana, without giving any effect to any rules governing conflict of Laws. A reference to LSA-R.S. shall be construed to mean the LSA-R.S., as amended. If a specific part or requirement of a provision in any FLS Policy and Regulation and a provision of the LSA-R.S. conflict, the more stringent part or requirement shall govern and so bind the Contractor.

**ARTICLE 9: NOTICE AND SERVICE**

---

9.1. Unless otherwise stated in the Contract Documents, any notice or communication shall be in writing, and shall be deemed to have been given as of the time of actual receipt.

9.2. Unless otherwise specified in writing, any notice or other communication to the Owner or Contractor shall be sufficiently given if delivered to the intended individual in person or at the corresponding address designated in this Agreement

9.3. Any notice or other communication to the surety(ies) furnishing the Performance and Labor and Material Payment Bonds shall be sufficiently given if delivered to the intended individual in person or at the address designated in the Bond.

THUS DONE, PASSED, SIGNED AND DELIVERED, in duplicate originals, in my office at New Orleans, Louisiana, on the aforesaid day, month and year, in the presence of the undersigned witnesses who hereunto sign these presents, together with the parties and me, Notary, after due reading of the whole.

**FirstLine School**

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
Witness \_\_\_\_\_

**Contractor**

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
Witness \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**SECTION 00610 PERFORMANCE BOND**

BE IT KNOWN, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year of \_\_\_\_\_ (20\_\_\_\_), before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, State of Louisiana, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared A the Contractor, represented by, its, as Principal, and A the Surety, of the state of \_\_\_\_\_, as Surety, represented by, its, who severally and mutually guarantee to the Owner, as obligee, the faithful performance of A the Contract the Contractor has entered with the Owner for A the Work, @ covered by the Contract Documents to which this Bond is attached by this reference, and do hereby bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), payable on demand to FLS, in compliance with LSA-R.S. Title 38, Chapter 10.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during the Correction Period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the Surety hereby expressly waives; (c) fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

A. Article 14 of the General Conditions governing termination of the Contractor for convenience or cause and default of the Surety shall be binding on the Surety and Contractor.

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety's obligations under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to LSA-R.S. 38:2216 and 2219, and if any provisions of the Bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by LSA-R.S. Title 38.

IMPORTANT: The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, or is a Louisiana domiciled insurance company or an insurance company owned by Louisiana residents, in either case meeting the requirements of LSA-R.S.38:2219(A)(1)(a), and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in LSA-R.S.38:2219(A)(1)(b).

Address and Telephone of the Surety  
\_\_\_\_\_  
\_\_\_\_\_

Address and Telephone of agent who is licensed in Louisiana  
\_\_\_\_\_  
\_\_\_\_\_

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Agent: \_\_\_\_\_

THE SURETY (Sign & Print Full Name)

Attorney-in-Fact: \_\_\_\_\_  
(Attach Certified Copy of Power of Attorney)

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
End of Section 00610

SECTION 00620: LABOR AND MATERIAL PAYMENT

BE IT KNOWN, that on this \_\_\_\_\_ day of the month of, in the year of \_\_\_\_\_ (20\_\_), before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, State of Louisiana, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared "the Contractor", \_\_\_\_\_, represented by \_\_\_\_\_, its \_\_\_\_\_ as Principal, and "the Surety", \_\_\_\_\_, of the state of \_\_\_\_\_, as Surety, represented by \_\_\_\_\_, its \_\_\_\_\_, who severally and mutually guarantee to the FLS, "the Owner", as obligee, the faithful performance of "the Contract" the Contractor has entered with the Owner for \_\_\_\_\_, "The Work", covered by the Contract Documents to which this Bond is attached by this reference, and do hereby bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable on demand to the FLS, in compliance with LSA-R.S. Title 38, Chapter 10.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully and promptly pays all Claimants as provided by Law and pays all wagers of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the Contractor, or by or to any Subcontractor, for the use in machines used by the Contractor, or nay Subcontractor, in the construction, erection, alteration, installation, or repair of the Work; 8 fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney=s fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses, then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

A. No charge in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety=s obligations under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

B. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to LSA-R.S. 38, Chapter 10, Part 111 and 38:2219, and if any provision(s) of the Bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by LSA-R.S. Title 38. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the Surety or Contractor or both as provided in LSA-R.S. Title 38

IMPORTANT: The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, or is a Louisiana domiciled insurance company or an insurance company owned by Louisiana residents, in either case meeting the requirements of LSA-R.S.38:2219(A)(1)(a), and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in LSA-R.S.38:2219(A)(1)(b).

Address and Telephone of the Surety  
\_\_\_\_\_  
\_\_\_\_\_

Address and Telephone of agent who is licensed in Louisiana  
\_\_\_\_\_  
\_\_\_\_\_

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**THE CONTRACTOR** (Sign & Print Full Name)

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**THE SURETY** (Sign & Print Full Name)

Agent: \_\_\_\_\_

Witness: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

\_\_\_\_\_  
Notary Public

End of Section **00620**

## SECTION 00700 GENERAL CONDITIONS

---

**1.0 DESCRIPTION OF WORK:** Provide the materials, labor, equipment and supervision necessary for the demolition and removal/disposal of hazardous materials as per these specifications and the Installation of 8' perimeter fence and gates.

### SITE DESCRIPTION

The site encompasses approximately 1.5 acres of land, with three (3) buildings. The individual buildings at the subject property included in this description of work include the following structures:

**Building 1** – a two-story structure used as a **Gymnasium**. The building is constructed on top of a re-enforced concrete slab with re-enforced concrete floors and walls with brick walls. The building is constructed with flat roofs.

**Building 2** - a three-story structure used as the **Main school building**. The building is constructed with steel framing and re-enforced concrete slab and floor deck. The building has a brick exterior. The building also has pitched and flat roofs.

**Building 3** - a one-story structure that has been significantly damaged by fire and has been **Reduced to Rubble**.

### 1.01 APPLICABLE REGULATIONS

A. Contractor must comply with all applicable Federal, State and Local codes and regulations most recently published.

### 1.02 SUBMITTALS

A. Submit the following prior to award.

1. Contractor Qualification Information - approval by the Owner's Representative is required of the following submittals.

### 1.03 INSURANCE REQUIREMENTS

A. Bonds and Insurance –

1. The Contractor shall furnish a Performance Bond in the full amount of the Contract Price or in one-half the amount of the Contract Price if LSA-R.S. 38:2216 (C) applies, or otherwise comply with LSA-R.S. 38:2216 (E). The Labor and Material Payment Bond, Section 00620, that the Contractor is required to furnish shall be in the full amount of the Contract Price. The Performance Bond shall remain in effect until the end of the Correction Period and at all times after that when the Contractor may be correcting, or removing and replacing, defective Work. The Contractor also shall furnish any maintenance Bonds and manufacturer performance Bonds, each in the amount and form specified, that are required in the Supplementary Conditions or technical Specifications. Attorneys-in-Fact who sign Bonds shall attach a certified copy of their Power of Attorney to sign Bonds and conduct business in the State.
2. The Contractor shall purchase and maintain insurance providing the coverage of limits designed in this Article. All insurance, except Workers' Compensation, shall be provided by insurers authorized to transact business in the State of Louisiana. Unless otherwise authorized by the Owner (and except for projects under \$50,000.00), provide coverage with an "A-" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's Of London. Workers' Compensation shall be in plan acceptable to Louisiana Office of Workers' Compensation. The Contractor shall not start to perform and furnish the Work, in whole or in part, or continue to perform and furnish any part of the Work unless the Contractor has in full force and effect of all required policies of insurance  
For Work primarily involving the removal of asbestos, the Owner requires the licensed Asbestos Contractor's insurer to have at least an "A-VI" Best's rating.
3. Liability and property insurance policies shall contain a provision or endorsement stating that coverage will not be cancelled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been delivered or mailed to the Owner and Contractor. Certificates of insurance shall contain a statement confirming the thirty (30) days prior written notice. Any coverage nearing expiration during the period in which it is to remain in full force and effect shall be renewed before it expiration, and a



certificate of insurance filed with the Owner at least thirty (30) days before expiration.

4. The insurer's costs of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not included as part of the policy limits, but shall remain the insurer's separate responsibility.
5. If any of the Contractor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet of the requirements of the Contract Documents or its license to do business in the State is revoked or expires, the Contractor which shall meet the requirements of the Contract Documents.

#### **The Contractor's Liability Insurance:**

1. The Contractor shall maintain Workers' Compensation and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, Excess Liability and such other insurance as may be designated in the Supplementary Conditions or as is appropriate of the Work. The Contractor's liability insurance shall provide protection from claims which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether performed or furnished by the Contract, any Subcontractor, any Supplier or anyone for whose acts any of them may be liable.
2. The Contractor's liability insurance shall be endorsed to add the Owner's and PM's consultants, any of the subsidiaries or affiliates and each of their respective directors, officers, shareholders, agents or employees as additional insured's. The insurance afforded to these additional insured's shall be primary insurance, and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured's may have sustained. Worker's Compensation and Employer's Liability shall be endorsed to include a waiver to rights to recover from the Owner and those other parties named in this paragraph.
3. The Contractor's liability insurance shall remain in effect until the end of the Correction Period and at all times after that when the Contractor may be correcting, or removing and replacing, defective Work. In addition insurance issued on a claims-made basis and completed operations insurance shall be maintained for two (2) years after acceptance, and evidence of coverage shall be furnished to the Owner yearly
4. Commercial General Liability Insurance shall include bodily injury liability, property damage liability, personal and advertising injury liability and medical payments and shall provide coverage for products and completed operations, premises/operations, independent contractors, broad form contractual liability, underground, explosion and collapse hazard exposures (if risk is present) and pile driving operations (if risk is present). Coverage for underground hazards shall apply to product and completed operations hazards. Contractual Liability shall be endorsed to delete the exclusion concerning operations within fifty (50) feet of any railroad property. The Contractor shall provide and pay for a defense of all claim covered by the Contractor's indemnification obligations. The FLS shall be included as additional named insured.
5. Commercial Automobile Liability Insurance shall provide coverage for bodily injury and/or property damage arising out to ownership, maintenance, operation, use or loading and unloading of any owned, hired and/or non-owned vehicle.
6. Excess Liability Insurance shall not be required if the Contract Price is less than \$50,000.00 and the Work does not consist of demolition. When provided, Excess Liability Insurance shall offer these protections: employer's liability, general liability and automobile liability. Excess Liability Insurance shall be at least as broad as the underlying policies of liability insurance.
7. Provide Worker's Compensation for statutory limits and Employer's Liability of not less than \$100,000.00 per employee disease limit. Policy shall contain a Waiver of Subrogation in favor of FLS.
8. **Projects Under \$50,000.00 not involving** boiler, roofing, demolition, welding, fire alarm or asbestos work shall comply with the specification as require and as follows:
  - a) Liability insurance carriers shall have a "B+" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's of London.
  - b) Workers' Compensation shall be statutory limit and Employer's Liability shall be \$100,000.00 each accident, \$500,000.00 per policy disease limit, and \$100,000.00 per employee disease limit.
  - c) Commercial General Liability Insurance limits shall be \$300,000.00 each occurrence and \$300,000.00 general aggregate,

\$300,000.00 products and complete operation aggregate and \$300,000.00 personal and advertising injury.

d) Commercial Automobile Liability Insurance limits shall be \$100,000.00 each person, \$300,000.00 per occurrence for bodily injury, and \$50,000.00 property damage or \$300,000.00 personal and advertising injury.

e) Deductible amount on any policy shall not exceed \$25,000.00.

**Projects From \$50,001.00 To \$250,000.00, And Projects Under \$50,000.00** involving boiler, roofing, demolition, fire alarm or asbestos work, shall comply with the specification as required in paragraph 7.5 and as follows:

a) Liability insurance carriers shall have an "A-" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's of London.

b) Workers' Compensation shall be statutory limit and Employer's Liability shall be \$100,000.00 each accident, \$50,000.00 per policy disease limit, and \$100,000.00 per employee disease limit.

c) Commercial General Liability Insurance limits shall be \$500,000.00 each occurrence and \$500,000.00 general aggregate \$500,000.00 products and complete operation aggregate and \$500,000.00 personal and advertising injury.

d) Commercial Automobile Liability Insurance limits shall be \$250,000.00 each person \$500,000.00 per occurrence for bodily injury, and \$100,000.00 property damage or \$500,000.00 per combined single limit.

e) Deductible amount on any policy shall not exceed \$25,000.00.

**Projects From \$250,001.00 to \$1,000,000.00** shall comply with the specifications as required in paragraphs' 7.5 and 7.7 and as follows:

a) Liability insurance carriers shall have an "A-" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's of London.

b) Workers' Compensation shall be statutory limit and Employer's Liability shall be \$100,000.00 per employee disease limit.

c) Commercial General Liability Insurance limits shall be \$500,000.00 each occurrence and \$500,000.00 general aggregate, \$500,000.00 products and complete operation aggregate and \$500,000.00 personal and advertising injury.

d) Excess Liability (Umbrella Policy) limits shall be \$1,000,000.00 aggregate.

e) Provide Property Insurance covering the Work at the site for the full replacement cost. Coverage shall be on an "All Risk" Builder's Risk or Installation Floater or equivalent manuscript policy and shall include as insures the interest of the Owner, Contractor, Subcontractors, and Landmark and the Owner's and PM's consultants as their interest may appear, all of who be listed as additional named insured's. The deductible, which shall be borne by the Contractor, shall not exceed \$25,000.00. The Policy shall contain a waiver of rights provision as required by paragraph 7.8 Waiver and Rights.

f) Deductible amount on any policy shall not exceed \$25,000.00.

**Projects From \$1,000,001.00 to \$2,000,000.00** shall comply with the specification as required in paragraphs' 7.5., 7.6, and 7.7 and as follows:

a) Liability insurance carriers shall have an "A-" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's Of London.

b) Workers' Compensation shall be statutory limit and Employer's Liability shall be \$100,000.00 each accident, \$500,000.00 per policy disease limit, and \$100,000.00 per employee disease limit.

c) Commercial General Liability Insurance limits shall be \$500,000.00 each occurrence and \$500,000.00 general aggregate, \$500,000.00 per policy disease limit, and \$100,000.00 per employee disease limit.

- d) Commercial Automobile Liability Insurance limits shall be \$25,000.00 each person, \$500,000.00 per occurrence for bodily injury, and \$100,000.00 property damage or \$500,000.00 per combined single limit.
- e) Excess Liability (Umbrella Policy) limits shall be \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate.
- f) Provide Property Insurance covering the Work at the site for the full replacement cost. Coverage shall be on an "All Risk" Builder's Risk or Installation Floater or equivalent manuscript policy and shall include as insures the interest of the Owner, Contractor, Subcontractors, and Landmark and the Owner's and PM's consultants as their interest may appear, all of who shall be listed as additional named insures. The deductible, which shall be borne by the Contractor, shall not exceed \$25,000.00. The Policy shall contain a waiver of rights provision as required by paragraph 7.8 Waiver and Rights.
- ) Owner's and Contractors Protective Liability policy limits shall be \$500,000.00 combined single limits, bodily injury and property damage.
- h) Deductible amount on any policy shall not exceed \$25,000.00.

**Projects Above \$2,000,000.00** shall comply with the specification as required in paragraphs' 7.5., 7.6., and 7.7 and as follows:

- a) Liability insurance carriers shall have an "A-" Best Rating and a Class VI or better financial size category as shown in the most current A.M. Best Company ratings or provide coverage written in Lloyd's of London.
  - b) Workers' Compensation shall be statutory limit and Employer's Liability shall be \$100,000.00 each accident, \$500,000.00 per policy disease limit, and \$100,000.00 per employee disease limit.
  - c) Commercial General Liability Insurance limits shall be \$500,000.00 each occurrence and \$500,000.00 general aggregate, \$500,000.00 products and complete operation aggregate and \$500,000.00 personal and advertising injure.
  - d) Commercial Automobile Liability Insurance limits shall be \$250,000.00 each person, \$500,000.00 per occurrence for bodily injury, and \$100,000.00 property damage or \$500,000.00 per combined single limit.
  - e) Excess Liability (Umbrella Policy) limits shall be \$10,000,000.00 each occurrence and \$10,000,000.00 aggregate.
  - f) Provide Property Insurance covering the Work at the site for the full replacement cost. Coverage shall be on an "All Risk" Builder's Risk or Installation Floater or equivalent manuscript policy and shall include as insures the interest of the Owner, Contractor, Subcontractors and Landmark and the Owner's and PM's consultants as their interest may appear, all of who shall be listed as additional named insured's. The deductible, which shall be borne by the Contractor, shall not exceed \$25,000.00. The Policy shall contain a waiver of rights provisions as required by paragraph 7.8 Waiver and Rights.
  - g) Owner's and Contractors Protective Liability policy limits shall be \$500,000.00 combined single limits, bodily injury, and property damage.
  - h) Deductible amount on any policy shall not exceed \$25,000.00.
9. The Contractor shall at once notify the Owner in writing of any reduction in coverage limits over \$50,000.00, whether such impairment in coverage results from Work under the Contract Documents or not, and whenever the Contractor receives a notice of a claim involving the Work (and include full details and an estimate of the amount of loss or liability). If the aggregate limits have been impaired to the extent that they are no longer adequate for the balance of the Contract, the Contractor shall promptly reinstate coverage to the limits specified in paragraph 7.5.2, and submit certificates of insurance confirming that coverage has been reinstated to the specified limits.
10. These requirements shall not be construed to limit the liability of the Contractor or its insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interest or liabilities.

C. The Owner's Liability Insurance

1. The Contractor shall purchase, maintain and deliver to the Owner an Owners and Contractors Protective (OCP) Liability Insurance policy, issued on an occurrence basis, naming the Owner as named insured. The Owners and Contractors Protective Liability Insurance shall be primary insurance for the Owner. The OCP liability insurance policy limit shall be \$500,000.00 combined single limits, bodily injury and property damage. The OCP policy shall not contain any exclusion relative to any functions performed by the Owner which may arise out of or result from operations under Contract.

D. Property Insurance

1. The Contractor shall purchase and maintain property insurance, including earth movement and flood, covering the Work at the site in the amount of its full replacement cost. The property insurance shall be All Risks Builder's Risk Completed Value Form Insurance or equivalent manuscript policy, and shall include the interests of the Owner, Contractor, Subcontractors and Suppliers, Landmark and other consultants as their interests may appear, all of whom shall be listed as additional insured's. The corresponding deductibles, which shall be borne by the Contractor, shall not exceed \$25,000.00. The property insurance shall be endorsed to comply with the waiver of rights provisions.
2. The property insurance shall contain an endorsement or specific provision to cover damages, losses and expenses incurred in the repair or replacement of any insured property (including, but not limited to charges of engineers, architects, attorneys and others). The property insurance also shall include by endorsement or special provision the following additional coverage elections: operational testing (if risk is present), off premises storage not on the site or in transit and property in transit. Deductibles on any such coverage's shall not exceed \$25,000.00 in each instance, unless otherwise authorized by the Owner in writing.
3. The expiration date on the property insurance shall remain, at all times, as the date of commencement of the Correction Period. Any Partial Use by the Owner shall be subject to the property insurer having acknowledged receipt of notice of Partial Use, in writing effected the necessary changes in coverage and consented by endorsement. The property insurance shall not be cancelled or lapse because of any Partial Use.
4. If required in the Supplementary Conditions, the Contractor shall purchase and maintain Boiler and Machinery Insurance and any additional property insurance, which shall include the interests of the Owner, Contractor, Subcontractors, Landmark and the Owner's and Landmark's consultants, all of whom shall be listed as additional named insured's.
5. If requested by the Owner, the Contractor shall deliver to the Owner, when and as required, a copy of each of the property insurance policies obtained, showing policy conditions, coverage's elected, amounts of coverage and deductibles.

E. Bid Cost

1. Contractor shall provide a bid for completion of the scope of work as described in this RFP.
2. Contractor shall include all cost for the scope of work in the bid price.
3. Contractor shall guaranty bid price for 45 days following the receipt of bids until an acceptance is issued.

F. Submit After Completion of Work (Within 2 Weeks):

1. Manuals and technical floor data
  - A. Submit three (3) copies of manufacturer's product data and operations manuals.

**1.04 CONTRACTOR RESPONSIBILITY**

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and Local regulations pertaining to the protection of workers and visitors to the site. The Contractor is responsible for OSHA regulation, and shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable safety or health regulations on the part of himself, his employees, or his subcontractors.
- B. Secure necessary permits in conjunction with any work, as may be required by Federal, State, Regional, and Local authorities.

**1.05 PROJECT SITE CONDITIONS**

- A. Caution Signs
  1. Post caution signs around work area to prevent hazards to vehicles and pedestrians in the area.

2. Erect fencing around all areas that contain equipment or machinery brought on site outside of building.

## **1.06 SEQUENCING & SCHEDULING**

- A. The Contractor shall inform the Project manager FP&M of all times for planned work and coordinate inspections of work with the Owner's Representative.
- B. The work schedule is at the discretion of the Contractor; however, if work is to be conducted after Owner's personnel normal work hours the Contractor shall schedule custodial time hours with the school Principal.
- C. Except as disallowed by local Laws, a daily working schedule may be from 07:00am to 07:00pm (or 08:00 am to 05:00 pm during summer recess and summer school), excluding no-Business Days, not exceeding fifty (50) hours per week, shall be normal working hours. If Work is performed outside of normal working hours, the Contractor shall reimburse the Owner for any related (a) increase in charges and any other cost increases the Owner incurs and that the Contractor could reasonably have foreseen.
- D. Forty-eight hour notice is required from the Contractor for scheduling of custodial time for after hour, weekend and holiday hours.
- E. The FLSs holidays are as follow:  
  
4 days for Christmas / New Years  
1 day for Dr. Martin Luther king Jr. Day  
2 days for Mardi Gras  
1 day for Good Friday  
1 day for Independence Day  
2 days for Thanksgiving  
1 day for Labor Day
- F. The Contractor shall submit a schedule of all the work to be performed broken down by task and dates to complete.

## **1.07 CLEAN-UP AND DISPOSAL**

- A. Housekeeping
  1. Contractor shall provide his own trash container and for removal of trash.
  2. At the end of each workday remove and/or store in safe place all materials and equipment.
  3. At the end of the project the areas affected by the Contractor shall be left free of debris and obstacles.

## **PART 2 - EXECUTION**

### **2.00 PREPARATION**

#### Notice to Proceed

1. The Contractor shall not begin Work before being issued a Notice to Proceed from the Owner's Representative.
2. The Contractor shall provide the FirstLine School/Landmark and with five (5) business days' notice prior to commencing Work.
3. The Work area shall be properly secured and isolated to prevent derbies, dust and/or particulates from drifting outside the work area.

### **2.01 WORK PROCEDURE**

#### A. General Procedures

1. Perform all work and comply with the general safety and health provisions in conformance with regulatory agencies having jurisdiction.
2. Use general work practices and other appropriate work procedures approved by OSHA.
3. Where there is a conflict or overlap of any requirements, the most stringent provisions shall apply.

### **2.03 FIELD QUALITY CONTROL**

#### A. Site Inspection

1. While performing site work, the Contractor shall be subject to on-site inspection by agency officials and Owner's Representatives.
2. Work shall also be subject to inspection by OSHA inspectors and/or local building or health officials.

3. If found to be in violation of any applicable regulations, this specification herein, or any other pertinent regulations, the Contractor shall cease all work immediately and until the violations are resolved.

## SECTION 00780 GLOSSARY

---

### 1.1 Defined Terms:

1.1.1. The following terms or relative pronouns used have the following intent and meanings, unless the context requires otherwise:

*Activity* - An element in a Progress Schedule establishing a requisite step, or the time and resources required, for performing or furnishing the part of the Work designated by the Activity.

*Addenda* - Written instruments issued before Bid opening modifying the Bidding Documents by additions, deletions, interpretations or clarifications, corrections, or other revisions.

*Advertisement* - The public notice to contractors of intention to receive Bids and contract for the Work.

*Agreement* - The written agreement between the Owner and the Contractor covering the Work to be performed.

*AIA* - The American Institute of Architects.

*Apparent Low Bidder* - That Bidder whose Bid yields the lowest sum of Base Bid and those Alternates selected by the Owner.

*Application for Payment* - (or Request for Payment) - The form (similar to AIA document G702) used by the Contractor in requesting progress payments, and which shall enclose all supporting information required by the Contract Documents.

*PM* - The person named "the Landmark" in the Agreement who has the rights and authority assigned to the PM in the Contract Documents.

*As-Planned Schedule* - Revision of Progress Schedule returned to the Contractor as "Re-submittal Not Required," with or without comments or objections needed.

*Bar Chart Schedule* - Graphical schedule based on bar chart techniques that accounts for the entire Work at a level of detail commensurate with the requirements.

*Bid* - Written offer by a Bidder for the Work as specified, on the forms furnished with the Bidding Documents. *Base Bid* means the sum of the Base Bid Item Prices, excluding all Alternates.

*Bidding Documents* - The proposed Contract Documents as advertised, and all Addenda issued before Bid opening.

*Bid Price* - The Bidder's price for a lump sum item of Work, or the product of the Bidder's unit price for an item of Unit Price Work times the quantity given on the Bid Form for that item.

*Bid Security* - Security serving as a guarantee that the Bidder will conform with all conditions requisite for its return, or as liquidated damages in the event of failure or refusal to conform.

*Bid Requirements* - The Advertisement, Instructions to Bidders, Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments and Qualification Submittals.

*Bonds* - *Performance Bond and Labor and Material Payment Bond* are security furnished by the Contractor, as required by the Contract Documents. Other required Bonds may include *maintenance Bonds and manufacturer performance Bonds*.

*Business Day* - Any day except Saturdays, Sundays and legal holidays observed by the FLS.

*Cash allowance* - An amount included within the Contract Price to reimburse the Contractor for the actual cost of Work not specified in detail, and consisting of furnished materials, equipment or other items designated in the Contract Documents.

*Change Authorization* - A written order signed by the Owner directing changes in the Work, or giving the basis for a change in Contract Price and/or Contract Time for incorporation into the Contract Documents by Change Order, or both.

*Change Order* - A written order signed by the Owner that amends the Contract Documents to provide for changes in the Work, as described in LSA-R.S. 38:2221(A), or changes in Contract Price or Contract Time, or both.

*Claims Board* - Three-member board constituted to hear and render written decisions on claims, counterclaims, disputes or other matters in question between the Owner and Contractor.

*Contract Documents* - Those documents itemized or designate in the Agreement.

*Contract Float* - If the Contractor anticipates early completion, *Contract Float* is the number of days or Business Days between the Contractor's anticipated date for early completion of all or any part of the Work and the corresponding Contract Time.

*Contract Price* - The Contract price for the Work, or a designate part of the Work, is the total compensation, including authorize changes,

payable by the Owner to the Contractor as stated in the Agreement and elsewhere in the Contract Documents (subject to applicable provisions for Unit Price Work).

*Contract Times* - The Contract Times for the entire Work are the periods allowed, including authorized changes, for Substantial Completion and acceptance and final completion of the Work. The Contract Time for a designated part of the Work is the period allowed for its Substantial Completion or Partial Completion as specifically designated in the Contract Documents.

*Contractor* - Person named "the Contractor" in the Agreement with whom the Owner has entered into the Agreement.

*Correction Period* - The period specified in the Contract Documents within which the Contractor shall, in accordance with the Contract Documents, either correct, or if rejected, remove and replace, defective Work.

*Cost of the Work Involved* - The sum of all costs that would be, or actually were, necessarily incurred by the Contractor in the proper performance of the Work involved.

*CPM Schedule* - Computerized Progress Schedule based on CPM techniques that accounts for the entire Work at a level of detail commensurate with the requirements.

*Critical Path* - A sequence of Activities in a CPM Schedule controlling achievement of a specified Contract Time.

*Day* - Every day shown on the calendar, Saturdays, Sundays and holiday included.

*Date of Commencement of the Contract Time* - The date when the Contract Time starts to run.

*defective Work* - (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, and (b) Work associated with Punch List items that the Contractor fails to complete within a reasonable time after issuance of the Punch List by the Architect.

*delay* - Acts or omissions that postpone, extend or in any other manner alter the schedule or completion of all or any part of the Work. Delay includes deferral, stop, slow down, interruption and extended performance, and all related acceleration, hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses. Delay may result from added Work, as provided in the General Conditions, or without the addition of any Work.

*Drawings* (or "Contract Drawings", or "Plans") - Part of the Contract Documents depicting the Work. Drawings shall neither serve nor be used as Shop Drawings or Submittals of any kind.

*Early (Late) Dates* - Early (late) times of performance for the Work, given, but not limited to, the requirements specified in paragraph 8.3.3 of the General Conditions.

*FAR* - The Federal Acquisition Regulation System, Title 48 of the Code of Federal Regulations, Chapter 1. The term *CFR* means the Code of Federal Regulations.

*Fee for the Work Involved* (or Fee) - A negotiated fee allowed to the Contractor for (a) reasonable costs under paragraph 11.10 of the General Conditions, and (b) reasonable profit.

*Hazardous Material* - Asbestos, ACMs, PCBs, petroleum products, radioactive products, such materials used in the normal course of construction as paint thinners, solvents, gasoline, oil, etc., and any other material or substance the manufacture, use, treatment, storage, transportation or disposal of which is regulated by any federal, State or local Law governing the protection of public health, natural resources or the environment.

*Laws* - Laws, including statutes, by-laws, resolution and ordinances, orders and rules and regulation, whether federal, State or local. The term *Law* means Laws and/or regulations.

*LSA-R.S.* - The Louisiana Statutes Annotated, Revised Statutes.

*means and methods* - Includes means, methods, techniques, sequences and/or procedures applicable to the Work.

*Milestone* - A point of progress for a key aspect of the Work, having a *Milestone Time* equal to the Late Date in the *As-Planned Schedule* for the Activity designating that Milestone.

*Notice of Award* - The written notice stating that the Owner will sign the Agreement upon compliance by the Bidder, within the time specified, with those conditions itemized in the notice.

*Notice to Proceed* - The written notice authorizing the Contractor to proceed with the Work, or a designated part of the Work.

*Owner* - The FLS I of New Orleans, LA, named as "the Owner" in the Agreement with whom the Contractor has entered into the Agreement and for whom the Work under the Contract Documents is to be provided. The term *Owner* or *FirstLine* includes authorized representatives of the Owner or *FirstLine*, respectively.

*Partial Completion* - A designated part of the Work has been completed in accordance with the Contract Documents, except for the Punch List items that are to be completed or corrected to the satisfaction of the Landmark and if required by the Contract Documents or elected by the Owner, partially used for the purpose for which it is specified in the Contract Documents.

*Partial Use* - Use by the Owner of a portion of the Work before reaching Substantial Completion for the entire Work. In the Contract



Documents, the terms “partially used” or “partially occupied” have in context the same meaning as Partial Use.

*Person* – Individuals, partnerships, corporations, receivers, trustees, joint ventures and any combination(s).

*Progress Schedule* – Work Schedule that shows the Contractor’s approach to planning, scheduling and execution of the Work and accurately portrays completed Work as to sequencing and timing.

*Project* – The total construction, which includes the Work and possibly other work, as indicated in the Contract Documents.

*Project Representative(s)*- Authorized representative(s) of the Architect who is (are) assigned to, or any part of the state.

*Provisionary allowance* – An amount included within the Contract Price for changes in the Work that shall be authorized and completed in accordance with the Contract Documents.

*Public utility* – A utility company, utility department or agency of a Public Entity, a natural gas pipeline company, cable TV company, or any other owner/operator of utilities that are operated or maintained in, on under, over or across public right-of-way or public or private easements.

*Punch List* – A list minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work, or designated part of the Work, for its intended purpose (or its specified use, under Partial Utilization), and that is developed by the program manager in determining the status completion of the Work, or designated part of the Work, and is attached to a certificate of Substantial Completion or Partial Completion or to the program manager’s recommendation *Record Documents* – The *As-Planned Schedule* progressed at selected cut-off dates and reflecting how completed Work (by the cut-off date) has been performed as to sequencing and timing, delays and other significant events experienced before the cut-off date, and Work involved in Change Orders and Change Authorizations duly signed by the Owner; but excluding, purposely, any revisions in Activities and sequences initiated by the Contractor that affect Work after the cut-off date.

*Records* - Books, reports, documents and other evidence pertaining to the bidding, award and performance of the Work.

*Registered mail* - Includes registered U.S. mail and certified U.S. mail with return receipt requested. The term “hand delivered” includes delivery by private carriers.

*Schedule of Values* - A schedule which subdivide the Work into components parts and details, for each itemized part, quantity and cost information required for making payments for Work performed. The sum of all costs in the Schedule of Values shall equal the Contract Price for the Work.

*Section* – Each of the separable parts into which a Division of the Specifications is divided.

*Shop Drawings* - Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the Contractor to illustrate some part of the Work, or by a Supplier and submitted by the Contractor to illustrate items of material or equipment.

*Short Term Schedule* – Graphic diagram disclosing, in significant detail, the schedule for the next month’s Work.

*Specifications* - Parts of the Contract Documents organized into Divisions. “Technical Specifications” means Divisions of the Specifications consisting of technical descriptions of materials equipment, construction systems, standard and workmanship.

*State* - The State of Louisiana, including any agency, department, unit of instrumentality of the State. Non-capitalized references to a state refer to a state other than the State of Louisiana.

*Sub agreement* – A subcontractor or purchase order awarding a part of the Work to a Subcontractor or Supplier.

*Subcontractor* - A person having a Sub agreement for (a) performing craft labor at the site, which craft labor is engaged in incorporating materials and/or equipment into the Work, or (b) both performing such craft labor at the site and furnishing materials and/or equipment for incorporation into the Work.

*Submittals* – Includes Shop Drawings, samples, Progress Schedules and those other documents required for submission by the Contract Documents. The term “technical Submittal” includes Shop Drawings, brochures, samples, test procedures, and those other Submittals required by the Contract Documents for submission by the Contractor to demonstrate how the Contractor intends to conform to the design concept of the Project and the related information given in the Contract Documents.

*Substantial Completion* – The finishing of the Work, or specified part of the Work, in accordance with the Contract Documents, to the extent that the Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site, except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the Contractor for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

*Supplementary Conditions* – Section within Division O that amends and/or supplements the General Conditions.

*Supplier* – A manufacturer, fabricator, distributor, material man or vendor having a Sub agreement for furnishing materials and/or equipment and not for performing craft labor at the site.

*Total Float* – Number of days, or Business Days, by which the Work or any part of the Work may be delayed from its Early Dates without necessarily extending a pertinent Contract Time. Total Float is by definition at least equal to Contract Float.

*Underground Utilities* – Pipelines, conduit, duct, cables, tanks, tunnels and appurtenances, or other similar facilities installed underground to convey/support conveyance of potable water, sprinkler or irrigation water, fire protection, electricity, gases, steam, petroleum products, sewerage/drainage removal, telephone, communications, cable TV, traffic or control systems.

*Unit Price Work, specified* – Work of specified and defined quantities (i.e., shown in the Contract Documents) that when performed is measured and paid based on unit prices.

*Unit Price Work, contingent* - Work involving specified but undefined quantities (i.e., shown in the Contract Documents), the performance of which is contingent upon conditions encountered at the site, as determined by the Architect.

*Value, Activity* - Portion of the Contract Price representing a fair payment for the part of the Work represented by that Activity.

*Work* - The entire completed construction, or its various parts, as specified in the Contract Documents that is the result of performing and furnishing all services, obligations, responsibilities, labor, materials, equipment, temporary facilities, and incidentals required by the Contract Documents. The term “execution” used with reference to the Work includes performance or furnishing of the Work, or both. The terms “the Work,” “the entire Work” and “all the Work” have in context the same meaning.

*Work involved* - Denotes Work (a) covered by changes ordered or under negotiation, (b) affected by delay ordered, caused or under negotiation, or (c) covered by any proposal or claim, all as provided in the Contract Document.

## 1.2 Other Defined Terms

1.2.1. Other defined terms used in Division O and Section 01310 but not assigned intent and meanings in this Glossary have intent and meanings as used or defined in OPSB policies and regulations, the Supplementary Conditions or the LSA-R.S.

1.2.2. Terms defined in this Glossary and use elsewhere in the Specifications and in the Drawings in lower cases or as capitalized terms, have the intent and meanings assigned to them in this Glossary, unless the context requires otherwise.

## 1.3 Interpretations

1.3.1. Defined terms include lower case and capitalized terms that are defined and those other terms designated in this Glossary.

1.3.2. The expression (a) “acts or omissions within the control of” shall be construed to include (but not as limitation) the fault or negligence of the party involved and any other acts, causes and events for which that party is responsible; (b) “causes beyond the control of” includes acts or omissions not within the control of the party involved and any other acts, causes and events for which that party is not responsible.

1.3.3. The terms “substantially complete” and “substantially completed” have in context the same meaning as Substantial Completion; “partially complete” and “partially completed” have in context the same meaning as Partial Completion.

1.3.4. Whenever the term “first tier” is used concerning a Subcontractor or Supplier, it means a Subcontractor or Supplier having a direct Sub agreement with the Contractor. Relatedly, the term “lower tier” refers to a Subcontractor or Supplier having a direct Sub agreement with another Subcontractor.

1.3.5. Contract Time computations shall be made in days even if the Contract Time in question is specified as a date. Float computations made in Business Days shall be converted to days in making decisions about changes in Contract Time.

1.3.6. Any computation of a Contract Time made by adding days to the Date of Commencement of the Contract Time shall include both the first and last day. Any computation of a notice period will be computed to exclude the first and include the last day. In either case, if the last day falls on a non-Business Day, it shall be omitted from the computation.

1.3.7. An “early completion” Progress Schedule is one that anticipates completion of all or specified part of the Work ahead of the corresponding Contract Time.

1.3.8. Each Article in a Section contains sub-articles. A reference to a paragraph means a reference to the sub-article, part or sub-part, or any combination of any of them, if the context will permit.

1.3.9 Any reference to an Article or a paragraph in a Section means a reference to an Article or paragraph in the very Section in which the reference is made, unless that reference specifically names another Section.

1.3.10 Whenever the context of any provision requires, the singular number includes the plural number and vice-versa, and the use of any gender includes any other and all genders.

END OF SECTION **00780**

**SECTION 00825: NOTICE OF AWARD FORM**

---

Date:

To:

RE: **NOTICE of AWARD**

The FLS (FLS) approved the acceptance of your bid and your organization has been awarded the contract for Work as itemized on the Bid Form for the total contract price of \$ \_\_\_\_\_ which includes Alternatives and Provisions as applicable.

All parties must come to 1340 Poydras Street Suite 2140 New Orleans, Louisiana 70112, for signing the duplicate originals of the Agreement, Performance Bond and Labor & Material Payment Bond at the same time.

It is the Contractors responsibility to acquire and pay for any and all permits required by the State of Louisiana and the Department of Safety and Permits, City of New Orleans. When you have secured the all permits, please send a copy of it to the Landmark Consulting office.

The **Contractor** is advised to review the specifications for all Owner required submittals including, but not limited to:

Provide the following required final revised Owner's submittals:

1. Revised Schedule of Values
2. Contractor to provide revised Site Specific, Safety Program and Substance Abuse Program per Construction Safety and Health Guidelines
3. Revised Bar Chart or CPM Schedule (as required), including bar chart and logic diagrams for CPM
4. Revised Log of Submittals, listed by Section Number and item with both the Owner's and technical submittals required by the specifications
5. Contractor's labor burden, insurances, and bond cost certified in advance by a duly authorized financial representative of the Contractor for approval by the Owner
6. Complete and return with submittals

Provide the following (as applicable) with each Contractor's application for Payment submitted:

1. Updated Schedule of Values
2. Daily Filed Reports
3. Revised Bar Chart or CPM (as required) construction schedule
4. Contractor's Non-delay/Delay Affidavit for work
5. Current Log of Submittals, listed by Section Number and item with both the Owner's and technical submittals required by the specifications

Please supply Landmark with the above required submittals for review and approval. The submittals will be sent to **FLS** for review and final approval.

A Notice to Proceed (NTP) will be issued by the **FLS**. The Work shall not begin until the NTP has been issued. A NTP **will not be issued** until all required submittals are reviewed as acceptable or resubmittal not required by the Landmark and the **FLS**.

Your Application for Payment with Schedule of Values for the Work shall be provided on AIA Document G702 and G703 respectively, and attached to other required submittals and submitted to the Architect/Engineer of Record for review.

**NOTE:** APPLICATION FOR PAYMENTS WILL NOT BE PROCESSED FOR PAYMENT UNTIL COPIES OF ALL NECESSARY PERMITS AND REQUIRED SUBMITTALS ARE PROVIDED TO THE PROGRAM MANAGER WHO SHALL REVIEW AND FORWARD SAME TO **FLS**.

At the end of the project, the **Contractor** may be allowed to file for Substantial Completion subject to an acceptable Punch-List (with Values) provided the **Contractor** delivers to the Landmark for final approval by the FLS, a signed letter from his Surety acknowledging the Punch-List items and their value. Substantial Completion with Punch-List documentation will not be processed without written acknowledgement of the Punch List from the **Contractor's** Surety.

The **Owner's** acceptance of construction will not be effective until the affidavit of the FLS is recorded with the Recorder of Mortgages of the Parish of Orleans. The Owner's construction acceptance must be recorded by the Contractor in the office of the Recorder of Mortgages for the Parish of Orleans. The documents for recordation can be secured from the FLS. Ten percent (10%) of the contract value will be withheld for the 45 day lien period. Five percent (5%) of the contract amount will be withheld on projects of Five Hundred Thousand (\$500,000.00) or more. At the end of the this 45 day lien period, the Contractor shall submit a final invoice to the Landmark who will forward same to the **FLS** office along with the **ORIGINAL** (NOT A COPY) Lien & Privilege Certificate.

So, this work may begin soon, we will appreciate your immediate attention to the above details. Failure to comply with these conditions within the specified time may entitle the Owner to consider your Bid abandoned, annul this Notice of Award, and declare your Bid Security forfeited.

Returned to Owner on: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Contractor

Approved: \_\_\_\_\_  
Joseph Neary, COO, FirstLine Schools

**NOTICE TO PROCEED**

---

Date:

Contractor:

Re: **Notice to Proceed for FirstLine Schools Demolition and Hazardous Materials Removal Project**

Dear \_\_\_\_\_,

This letter will serve as your Notice to Proceed with the above referenced project effective \_\_\_\_\_. The Substantial Completion date and Final Completion date for the Project are as stated in the Contract Forms and Construction Documents. For this job, Landmark Consulting is the Project Management Firm and Latonia Batiste is the Owner's Project Manager. If there are any questions regarding this matter, please contact the Project Manager at 205-901-9005

By: \_\_\_\_\_  
Project Manager, Landmark Consulting

Approved: \_\_\_\_\_  
Joseph Neary, COO, FirstLine Schools

**NON-DELAY/DELAY AFFIDAVIT  
FOR APPLICATION FOR PAYMENT No. \_\_\_\_\_**

Owner: FirstLine Schools

Project Manager: Landmark Consulting: \_\_\_\_\_

Date Issued \_\_\_\_\_ 20 \_\_\_\_\_  
Same as Application for Payment Date

Contractor: \_\_\_\_\_

of the contract and that no claim shall be valid or considered by the Claims Board unless the party initiating the claims files a written demand for a hearing with the Claims Board within thirty (30) days after the Landmark or Owner determination giving rise to the claim.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

## TECHNICAL SPECIFICATIONS

### APPENDIX A: SCHEDULED ACTIVITIES

---

#### PART 1: GENERAL

##### SCOPE

Provide the materials, labor, equipment and supervision necessary for the demolition and removal/disposal of hazardous materials as per these specifications and the Installation of 8' perimeter fence and gates.

##### SITE DESCRIPTION AND INVESTIGATION

The site encompasses approximately 1.5 acres of land, with three (3) buildings. Collective the buildings encompass approximately 24,000 square feet of space. The site is bordered by Dixon Street to the northeast, Palmetto Street the southwest, a church followed to the southeast, and Monroe Street to the northwest. The individual buildings at the subject property included in this assessment include the following structures:

**Building 1** – a two-story structure used as a **Gymnasium**. The structure encompasses approximately **15,000 square feet**. The building is constructed on top of a re-enforced concrete slab with re-enforced concrete floors and walls with brick walls. The building is constructed with flat roofs.

**Building 2** - a three-story structure used as the **Main school building**. The structure encompasses approximately **7,000 square feet**. The building is constructed with steel framing and re-enforced concrete slab and floor deck. The building has a brick exterior. The building also has pitched and flat roofs.

**Building 3** - a one-story structure that has been significantly damaged by fire and has been **Reduced to rubble**. The structure encompasses approximately **2,500 square feet**.

Prospective bidders are required to visit the site to make measurements, review existing conditions. A thorough understanding of the project per these specifications and/or accompanying is imperative.

##### REVIEW OF CONSTRUCTION DOCUMENTS

The Contractor shall carefully study and compare the field conditions and Specifications and shall at once report errors, inconsistencies or omissions discovered to the FLS and Landmark.

##### PROJECT MEETINGS

Pre-Construction Conference between the Contractor and the FLS Representative/Landmark will be held in order to clarify and direct FLS policy and specific items of concern as pertain to the Contract.

Progress meetings will be scheduled at the discretion of the FLS/Landmark depending on the progress of the work.

##### COORDINATION

Coordinate schedule with the FLS Representative/Landmark.

.Work at night and/or on weekends if deemed necessary must first be approved by a representative from FLS.

Daily cleaning of the site shall be done. Accumulation of debris is unacceptable. The interior of the demolition/construction will be swept daily.

##### SUPERVISION

The Contractor shall provide consistent supervision at all times during the work. Provide telephone service at the Project site. Service may be cellular or land based. Telephone service shall not be discontinued until after final acceptance of the project.

##### QUALITY ASSURANCE

GENERAL



Use new materials of quality acceptable to the FLS Representative and meeting all applicable regulations as pertain to this project. FLS expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades.

#### CODES AND STANDARDS

Comply with the applicable requirements of governing authorities having jurisdiction.

#### APPLICABLE STANDARDS

Latest edition of the following listed established standards constitute part of these specification requirements:

Applicable State and Municipal Codes and Requirements Applicable State and Municipal Codes and Requirements are below but are not limited to the list below

- ASCA American Society and Code Administrators
- BOCA Building Officials and Code Administrator
- FM Factory Mutual Engineering & Research
- FED SPEC General Services Administration Specifications
- ICEO International Conference of Building Officials
- OSHA Occupational Safety & Health Administration
- SBCCI Southern Building Code Congress International
- SMACNA Sheet Metal and Air Conditioning Contractors
- SWR Southwest Research Institute
- UL Underwriters Laboratories

#### TRAFFIC CONTROL

Coordinate the schedule of delivery equipment/vehicles, which will interfere with traffic. When deliveries are made from the street curb, provide properly attired and equipped flag men to safely control and maintain the flow of traffic. Park vehicles in authorized areas and comply with all traffic and parking regulations.

#### PROTECTION

Protect adjacent buildings and building elements from damage during the work. Protect the site, including trees, shrubs, vegetation and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species. Store materials/supplies with care; distribute the weight to not endanger the building structure. Damage to any property moveable or non-moveable shall be immediately reported to FLS Representative and Project Manager. Contractor at his own expense will repair/replace damaged property. Work at night and/or on weekends if deemed necessary by the FLS Representative/Project Manager.

Provide building dust barriers to ensure that no damage or dust settles in area not construction. Contractor is required to keep dust migration to a minimum.

#### SAFETY

Provide sufficient continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use and provide tarp over the fence to minimize dust on campus. Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage.

#### CHANGES TO THE WORK

##### GENERAL

Itemize material and labor costs. Include quantities and unit costs. Submit a separate breakdown for each Subcontractor. Document all costs. Compute overhead and profit as follows:

1. When all of the work is General Contractor work: 15% of the cost the work.
2. Overhead and profit plus 10% of the cost of the work for General Contractor's overhead and profit.
3. When the work is a combination of General Contractor work and Subcontract work: 15% of the cost of the subcontract work for Subcontractor's overhead and profit plus 10% of the cost of the Subcontractor's work for General Contractor's overhead and profit plus 15% of the cost of general contract work for General Contractor's overhead and profit. All costs necessarily incurred in performance of the work and paid by the contractor.

This includes:

- Wages paid as per the Davis Bacon Act
- Non Disbarment
- Cost of all materials and supplies.
- Rental of necessary machinery and equipment.
- Applicable taxes, insurance, fringe benefits, unemployment compensation, social security, old age and bond premiums.
- Any other documented costs.

#### **CONTRACT**

When approved by FLS and required, changes to the work will be documented and the contract price adjusted by written change order issued by FLS to the Contractor.

#### **ACCEPTANCE**

When, in the mutual opinions of the Contractor and the FLS/Project Manager, the work is judged on after completion/and or on a monthly basis, a meeting at the site will be held to inspect the work and to identify and list those items which are incomplete per the written proposal per job. A value equal to the material, labor, equipment and supervision cost incidental to the completion and/or correction of each item on the List will be assessed by the FLS Representative/Project Manager. Unless otherwise required by the FLS and agreed to by the Contractor, all list items will be corrected and/or completed within thirty (30) calendar days.

#### **TEMPORARY UTILITIES and TEMPORARY SANITARY FACILITIES**

Contractor is responsible for (a) providing temporary power to site, (b) providing temporary sanitary facilities and (c) providing clean and drinkable water to all workers.

**END OF ATTACHMENT A**

## ATTACHMENT B: DEMOLITION SPECIFICATIONS

---

### GENERAL

The Conditions of the Contract and Project Manual apply to all Work. Provide all necessary equipment, materials, labor, etc. for the completion of all demolition and hazardous disposal work shown on the drawings and hereinafter specified or required to carry out all Work in the Contract to completion. The Work shall include but not limited to all general construction, mechanical, and electrical demolition and as outlined in the scope of work.

### SCOPE

BASE BID: The Contractor shall demolish and remove/dispose from site all debris and hazardous materials from the 3 buildings on site to appropriate landfill(s).

This includes:

- Installation of 8' perimeter fence and gates
- Removal of all building content from the site
- Contractor shall remove all below ground foundations from building structures to a depth of 3'-0" below surface.
- Remove below ground structures beneath the 3 buildings to a depth of 12" below surface.
- Saw cut and remove all concrete to the property line side of the sidewalk.
- Remove all piping and sewer lines, drainage, gas lines, water lines, electrical from below ground approximately 3'-0" below surface.
- Cap off electrical, water and gas at the property line in strict accordance with City and State code.
- Remove and dispose of all asbestos materials in accordance with APA, OSHA, City, State, Federal and DEQ requirements.
- Do not backfill until authorized by FLS Representative/Landmark.
- Contractor shall backfill all areas of construction removed with river sand not sugar sand or pump sand.
- River sand shall be installed in 8" layers –watered and tamped.
- The top 4" shall be thirty (30) percent garden soil mixed homogeneously with seventy (70) percent river sand.
- The contractor shall obtain a building permit from the City of New Orleans; a permit from the State and City Health Departments; obtain a permit on rodent removal and proper treatment thereof; spray termite and flea pesticides as structures are removed as requested by state and federal regulations.
- Obtain proper permit for disposing of all demolished and evacuated and hazardous materials.
- Satisfy the permit requirements of all utility services.
- Deliver to the owner a clean site free of any and all matter except grass and any trees or bush growth trees to be protected during the demolition process.
- Contractor shall maintain a continual policing of the area to prevent the accumulation of waste and rubbish on a daily basis.
- When the project is complete, the contractor shall give written notice to the FLS Representative/Landmark who will prepare a list of incomplete and/or defective items of work and issue with a certificate of completion.
- Except as noted herein, or indicated on the specifications, all debris and materials resulting from demolition operations shall become the property of the Contractor and be removed from the site and legally disposed of.
- Contractor shall remove foundations, and all materials associated with the demolition being careful not to damage or remove any other owner's properties that share that same property line. Contractor is to then install an 8' chain link security fence along the property line.

The fabric shall be 9ga with G-90 galvanized coating and turned down edges top and bottom. The height shall be 8'. All piping and accessories shall have a G-90 galvanized coating.

- A. The top, bottom and intermediate rails are to be 1&1/2" in diameter.
- B. Line posts are to be 1&1/2" in diameter @ 10' o. c
- C. Corner post are to be 2" in diameter
- D. Pedestrian post are to be 2" in diameter

- E. Car gate posts are to be 3" in diameter
- F. Post caps on all vertical posts

Wire ties are to be galvanized steel. Diameter bracing at corners, gateposts, gates and all joints are to be welded. Gates are to have lockable latches and top and bottom adjustable hinges. Top of concert fill around post to be recessed 2" below grade

#### **SUBMITTALS**

Contractor shall identify demolition activities as part of the overall project schedule provided on the project. Each element of demolition shall be given a duration and sequence relative to other activities affecting same. Contractor shall prepare and submit for approval assemblies proposed for dust control and noise control. Contractor shall photograph/videotape existing conditions (interior and exterior) prior to commencing selective demolition operations. Two (2) copies of this documentation shall be provided to the Landmark.

#### **EXECUTION**

Take reasonable and adequate precautions to protect the Owner's property from damage during demolition work, moving of debris and damage by the elements. Any damage to the Owner's property due to the work shall be restored or replaced in a manner satisfactory to the Owner.

#### **SALVAGE**

The Owner shall have priority for the selection of salvaged equipment and materials. Any equipment and materials selected to remain the property of the Owner shall be removed and delivered to a location on-site as designated by the Owner. Materials not retained by the Owner shall become the property of the Contractor and shall be removed from the site and disposed of by the Contractor.

Execute all demolition work in an orderly and careful manner with due consideration for existing surfaces which are to remain. Protect undisturbed finishes and construction throughout the duration of demolition and subsequent construction. Barricade and cover to protect pedestrians, workmen and adjacent properties. Protect existing active service lines, indicated or not. Keep all through lanes and drives clean and clear at all times. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks, service lines and the like.

#### **CONDUCT OF WORK**

Work shall be conducted with a minimum of noise and dirt. Remove all work carefully and only to the extent required for the final work. Remove all loose or damaged material, caused by demolition, or noted on the specifications.

**END OF APPENDIX B**

## **ATTACHMENT C: FIRSTLINE SCHOOLS PROCUREMENT POLICIES AND PROCEDURES**

---

### **Policies and Procedures For Public Bids of Public Works Projects**

As a “public entity”,<sup>1</sup> FirstLine Schools (FLS) incorporates the following policies and procedures for solicitation of “public works” projects.

The Chief Operating Officer (COO) directs the public bid process with support from the Director of Finance, who periodically reports on expenditures for awarded contracts, and the Director of Operations, who coordinates operational monitoring and reporting of vendor and contractor activities.

The FLS Board of Directors must approve purchases in excess of \$150,000, unless the purchase is already authorized within the approval of a larger capital budget or public works project.

All solicitations require sealed bids solicited by the COO, who retains these on file with the Finance Department for a minimum of 3 years.

The President or Treasurer of the FLS Board of Directors must approve exceptions to this policy.

#### **Procurement Procedures for Contracts Valued under \$30,000**

The following policies and procedures govern the procurement of public works projects, materials and supplies purchases<sup>2</sup>, and professional services contracts<sup>3</sup> with estimated values of less than \$30,000:

- I. Purchases less than \$2,500  
The Purchasing Coordinator, or designee, researches the options for the organization and, if feasible, obtains and documents 3 verbal or web-based quotes.
- II. Purchases between \$2,500 and \$9,999.99  
The Purchasing Coordinator, or designee, obtains 3 written or web-based quotes on purchases with an estimated value of \$2,500 to \$9,999.99.
- III. Purchases between \$10,000 and \$29,999.99
  - A. The Purchasing Coordinator, or designee, solicits 3 email, telephone, or fax quotes
  - B. The Purchasing Coordinator, or designee, obtains written confirmation of the accepted offer through the Purchase Order process
  - C. If there are any lower quotes than the accepted quote, the reason(s) for rejecting the lower quotes must be documented and submitted to the Director of Finance.

#### **Procurement through the Competitive Bid Process: \$30,000 - \$150,000**

---

<sup>1</sup> August 9, 2012, Louisiana Legislative Auditor’s Summary of the Public Bid Law.

<sup>2</sup> No definition of materials and supplies in the statutes. In Black’s Law Dictionary the term “materials and supplies” is not defined; however, it defines material as “of or relating to matter; physical (material goods)”; and defines supplies as “means of provision or relief; ....”

When preparing competitive bid requests (i.e., public works projects, materials or supplies purchases, or professional services contracts) with estimated values between \$30,000 and \$150,000, FirstLine's policy is intended to foster a fair and open competition in the bid process and to offer preference to providers who fulfill certain criteria such as local ownership and Disadvantaged Business Enterprise (DBE) status.

In cooperation with the department making the request, the COO gathers information about the project, materials, supplies, or services desired; write specifications; and solicits bids or proposals from potential contractors, vendors, and service providers.

1. Requests for Bids (RFB's) are issued when the award is to be made to the lowest bid meeting specifications.

When it is neither practicable nor advantageous to solicit bids (e.g., because of the unique or unquantifiable nature of the material or service required), FLS may use a competitive Request for Proposals (RFP) or Request for Quotation (RFQ). Professional services agreements for auditing, architecture, technology, management consulting, and other typical professional services are solicited through the competitive RFP or RFQ method:

- a) RFP's are used when the specifications or scope of work is complex and/or when subjective factors, other than price alone, are to be used in the evaluation for award. Selection of contractors and vendors is based on applicant scores as outlined in the FLS Contractor / Vendor Selection Criteria (Appendix B).
- b) RFQ's are used for the procurement of professional services contracts. RFQ's describe the scope of work and request information as to why an applicant is best suited to provide the service. Selection of service providers is based on applicant scores as outlined in the FLS Contractor / Vendor Selection Criteria (Appendix B).

### **Reporting Protocol**

Projects and purchases subject to the competitive bid process are reported by the COO to the finance and facilities committees in writing monthly for their review.

### **Publication, Advertisement, and Submission Protocols**

The COO is responsible for providing potential applicants with a reasonable period of time to prepare and submit bids, proposals, and responses. This time is based on the complexity of the request and the manner in which it is to be transmitted to and received from applicants. For paper (non-electronic) requests, 10 business days is the norm, with 15 business days or more allowed for more complex requests. For requests transmitted and received electronically (e.g., facsimile, email, Internet), a shorter time period may be used.

Advertisement for bids is published on the FLS website ([www.firstlineschools.org](http://www.firstlineschools.org)) and distributed via email to the FLS Bidder List.<sup>4</sup> Advertisement for bid shall also be published twice in a newspaper in general circulation in Orleans Parish.

The first advertisement shall appear, the first notification email sent, and posting to the FLS website is to occur at least 15 days before closing of the bid submission and not on a Saturday, Sunday, or legal holiday.

Plans and specifications are available to bidders on the day of the first advertisement until 24 hours before the bid submission deadline.

### **Bid Withdrawal**

A bidder may withdraw a bid prior to the bid opening date and time by contacting the COO. FLS cannot honor requests for return of a bid after the due date.

### **Source Selection**

The department making the purchase request and the COO are responsible for selecting reputable and responsible vendors. They may solicit bids from all applicants in any category on the FLS Bidder List and may also solicit other firms that may be qualified to provide the

---

<sup>4</sup> Vendors who have not previously sought or conducted business with FLS are advised to contact the Finance Department and request an Applicant Registration and Information Form in order to be added to the FLS Bidder List.

supplies or services. Documentation of selection criteria and scoring for each contract awarded through the competitive bid process must be submitted to the Finance Department.

Based on the lowest cost (RFB) or the highest rated (RFP or RFQ) bid, FLS Finance Staff negotiates the final contract price and statement of work. If an agreement cannot be negotiated with the lowest cost or highest rated candidate, the process is repeated with the next lowest cost or highest rated candidate.

The FLS may bar an applicant from consideration for an award of a contract or purchase order if:

- Within the past 3 years, the applicant, an officer of the company, or an owner with a 25% or more share of the company has been convicted of a criminal offense related to the application for or performance of a contract or subcontract or has been convicted of an offense that reflects on the applicant's business integrity. Such offenses include but are not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or breaching state or federal antitrust laws
- The applicant has failed to substantially perform according to the terms, conditions, or specifications of an FLS contract or subcontract;
- The applicant abused the solicitation process or violated the terms of a request for solicitation
- The applicant failed to cooperate in monitoring contract performance by failing to provide information or documents required by the contract, failed to respond to complaints, or accumulated repeated complaints regarding performance of a contract
- The applicant is on the General Services Administration's (GSA) Excluded Parties List. The Finance Department verifies that the selected vendor or service provider is not on the GSA's Excluded Parties List.

The bid process does not consider (a) assistance provided by a vendor in developing specifications, (b) other advisory services, or (c) equipment supplied or installed on a free trial basis in awarding contracts.

The Finance Department notifies successful and unsuccessful bidders in writing; within 48 hours of notice from the successful bidder they have accepted the bid.

#### **Tied Bids**

1. If multiple applicants score equally on the FLS Contractor / Vendor Selection Criteria, then the award is made to the applicant with the highest Proposal Quality Score
2. If multiple tied applicants have the same Proposal Quality score, then the award is made to the firm with DBE Certification
3. If multiple tied applicants are DBE-certified, the award is made to the firm with the highest Professional References score
4. If multiple tied applicants have the same Professional References score, the award will be based on the earliest date and time of bid submission.

## Vendor Appeals

Only a bidder on the solicitation may appeal an award decision.<sup>5</sup> In order to initiate an appeal, a bidder must:

- Within 24-workday hours (based on 8 AM – 5 PM) of the bid opening, issue a written appeal to the COO:
  - The written appeal should include the bid name and clearly state the facts believed to constitute an error in the award recommendation. Only information provided within the appeal submission deadline will be considered.
- The COO will provide a written decision after investigating the matter. This decision is final.

If an award or contract is in dispute, the Finance Department will not award the contract until the dispute is settled. However, if there is a threat to public health, safety, or welfare, or danger of immediate and substantial harm to FLS persons or property from delay in making the award, FLS may proceed with an award with written justification for this action.

FLS will not consider appeals requesting a waiver of the following omissions and requirements:

- Failure to sign a bid
- Failure to properly submit a bid according to bid instructions
- Failure to submit the bid by the required date and time
- Failure to initial erasure or correction to pricing information in ink
- Failure to provide a required bid deposit or performance bond by the date and time required
- Failure to submit a timely appeal.

If no bids met the stated specifications, FLS may waive these requirements and accept a bid that fails to meet one or more of the stated specifications a reasonable person would determine meets the performance expectations of the bid specifications. This option should be exercised with caution and great care.

## Rebids/Cancellations

FLS reserves the right to reject all bids for a given solicitation and not award a contract or purchase order, to cancel a solicitation, or to conduct a rebid at its discretion.

FLS may cancel or rebid a solicitation before the award of a contract or receipt of a purchase order for any of the following reasons:

- The requesting FLS department requests cancellation for financial or programmatic reasons
- All of the bids exceed the cost estimated for the work or project
- None of the bids met the required specifications or complied with the terms and conditions of the solicitation
- No bids were received
- An applicant appeal was granted
- The best interests of FLS will be served by doing so
- The specifications, statement of work, or terms and conditions will not accomplish the intended objective or adequately protect FLS' best interests
- The solicitation or the resulting contract would be in violation of the law.

## Bonding Requirements

- *Bid bonds* are required on all public works (construction or maintenance) estimated at \$50,000 or more. Bid bonds are normally required in the amount of 5% of the applicant's bid.
- *Performance and Labor/Material Bonds* are required on all public works (construction or maintenance) estimated at \$50,000 or more. These bonds are normally required to be 100% of the applicant's total bid.

---

<sup>5</sup> A bidder is an applicant who has submitted a formal offer that meets all specified requirements.



The Finance Department retains all bonds in effect in a secure location. Bonds are returned to the applicant after approved completion of the project. All bonds must be from bonding companies licensed to do business in the State of Louisiana.

### **Public Records Requests**

As a public institution, FLS makes available documentation and information on various purchasing records and bidding documents. FLS may release pricing information to interested applicants when requests are made about a specific bid or purchase order. However, FLS does not release any information about a bid in process. All bid response information marked "proprietary" is considered confidential and not released.

### **Government Contracts and Grants**

FLS receives support from the State and Federal governments in the form of contracts, grants, and other agreements. Specific agencies and individual agreements may impose unique administrative requirements. Financial administration and procurement using government funds is carried out with the same care and control as is exercised in all FLS procurement.

The Finance Department will help those with special source funds to solicit bids and/or quotes to maximize the purchasing value of these funds.

### **Procurement through the Competitive Bid Process: In excess of \$150,000**

Competitive bid requests (i.e., public works projects, materials or supplies purchases, or professional services contracts) with estimated values in excess of \$150,000 are subject to all of the requirements of bid requests between \$30,000 and \$150,000, and approval by the Board of Trustees unless it is already authorized within the approval of a larger capital budget or public works project.



**APPENDIX E: FirstLine Schools Contractor / Vendor Selection Criteria**

FirstLine Schools Contractor / Vendor Selection Criteria  
 For Evaluation of RFP and RFQ Applicant Proposals and Responses

Component	Scoring Scale	Evaluation Criteria
<b>Proposal Quality</b>	5 points	Award of a purchase order or contract is based on the best value to FLS: quality, availability, delivery, specifications, terms, conditions, and fitness for the particular purpose.  When a solicitation requires an oral presentation, submission of test samples, or inspection of facilities, these factors are part of the component evaluation.
<b>Price</b>	1 - 3 points for each	Lowest bid(s) receive 3 points; Highest bid(s) receive 1 point; all other bids receive 2 points.  The total cost may include unit price, delivery and installation, and maintenance and cost of operation as defined in the solicitation. If there is a discrepancy between a unit price and its extension, the unit price will prevail.
<b>Executive Resumes</b>	The highest score is 3 points; however, applicants failing to address a Component entirely will receive a score of zero.	Relevant professional experience, but no expertise in project subject; between 5 and 10 years of specified expertise in project subject; more than 10 years of expertise in specific project subject.
<b>Professional References</b>		Consideration is also given to the applicants' potential ability to perform successfully under the terms and conditions and their past performance record.
<b>Company Financials</b>		Three years of most recent company financials are requested.
<b>Headquartered in Orleans Parish</b>		Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State.

Component	Scoring Scale	Evaluation Criteria
<b>State &amp; Local Disadvantaged Business Enterprise</b>	1 point each  Applicant can successfully demonstrate the Component as described by the Evaluation Criteria	Listed in the SLDBE Directory on the City of New Orleans website.
<b>Community Involvement</b>		Demonstrated organizational commitment to programs or public service initiatives serving the youth of New Orleans
<b>Innovation</b>		<p>Demonstrated organizational commitment to business practices and methodologies that:</p> <ol style="list-style-type: none"> <li>1. Promote continuous professional development and technical training of employees,</li> <li>2. Promote the health, safety, and wellness of employees, or</li> <li>3. Promote sustainable and responsible environmental and community relationships.</li> </ol>