



**City of Hammond  
Purchasing Department**

**RFP 25-11  
Mooney Avenue Park Splash Pad**

Sealed Proposals shall be received by

**Purchasing Department  
City of Hammond  
310 E Charles St 2<sup>nd</sup> Fl  
PO Box 2788  
Hammond LA 70404-2788**

until

**10:00 a.m. May 2, 2025**

at which time all Sealed Proposals shall be opened and read aloud.

Advertisement in the City's Official Journal of Record, *The Daily Star*, is scheduled

April 10 and 17, 2025

This RFP may be downloaded from the City's website, [www.hammond.org](http://www.hammond.org),  
or via Bid Express, [www.bidexpress.com](http://www.bidexpress.com).

To review or obtain a hardcopy of the RFP or to submit questions, contact

Jana Thurman Soileau  
Purchasing Director  
[purchasing@hammond.org](mailto:purchasing@hammond.org)  
985-277-5633

between the hours of 8:00 a.m. and 4:00 p. m. Monday through Friday.

**A Mandatory Preproposal Conference will be held at 10:00 a.m. April 21, 2025, at Mooney Avenue Park, 814 Mooney Ave, Hammond LA 70403.**

**This is the Proposal of:**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**I acknowledge Addenda (list by number or enter N/A if none):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Proposed Costs:**

<b>Line Item</b>	<b>Cost</b>
Splash Pad	
Freight	
Professional Installation	
OPTIONAL: Additive Alternate 1—Utility Connections	
<b>Total</b>	

**Section 3 Business/MBE/WBE/SBE/DBE**  **Yes Type(s):** \_\_\_\_\_

The City encourages Proposals from Section 3 businesses, Minority Business Enterprises, Woman Business Enterprises, Small Business Enterprises, and other potentially Disadvantaged Business Enterprises. The Proposer should contact the Purchasing Manager if the Proposer is uncertain whether it qualifies as a Section 3 business, MBE, WBE, SBE, and/or DBE.

**Nondiscrimination Certification**

By submitting a Proposal, the Proposer certifies compliance with Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 202 of Executive Order 11246, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990. The Proposer also certifies its intent to keep informed of and comply with all federal, State, and local laws, ordinances, and regulations which affect the Proposer's employees or prospective employees.

**"No Proposal"**

Any business or enterprise that chooses NOT to submit a Proposal, but wishes to acknowledge notification of this RFP, may complete and submit this Proposal Form with "No Proposal" for Proposal Amount. "No Proposals" shall only serve as a means of verifying notification of this RFP and shall NOT affect participation in future RFPs.

## **PROJECT SCOPE**

This Project consists of the installation of a new splash pad in Mooney Avenue Park, 814 Mooney Ave, Hammond LA 70403 ("Project Site"), as described in these Preliminary Pages, any included Specifications and/or Drawings, and any future Addenda.

The estimated cost of this Project is \$150,000, inclusive of splash pad, freight, and professional installation.

## **SPECIAL REQUIREMENTS**

### **Background**

In 2020, the City developed a master plan for the redevelopment of Mooney Avenue Park.

Phase I was completed in early 2022 and brought a new parking lot, a new Restrooms Building, and a new and larger Basketball Pavilion to the park.

Phase II followed in late 2022 and is currently underway. This phase, funded in part by a grant from the Land and Water Conservation Fund Program, has removed old playground equipment and an old splash pad, renovated the original basketball pavilion as a Playground Pavilion, and brought new playground equipment, site furniture (e.g. picnic tables, park benches), and landscaping to the park. Over the coming months, Phase II will bring a new splash pad, new pavilions, and additional sidewalk and landscaping to the park.

### **Installation Requirements**

The new splash pad will be installed an open area just west of the Playground Pavilion and just south of the parking lot.

The Proposer shall provide specifications for utilities (e.g. electricity, water, drainage) necessary to the operation of the splash pad. Currently, the City plans to provide these utilities—though the Proposer may optionally propose to include them as Additive Alternate 1.

If providing utilities, the City will NOT be responsible for corrections due to miscalculations or other errors made by the Contractor. In these instances, the Contractor shall be responsible for any corrections necessary to comply with safety and installation requirements.

The Contractor shall be responsible for all aspects of the splash pad's installation, including, but not limited to, layout, site clearing, digging, pipelaying and pipefitting, electrical work, concrete work, surfacing, in-ground and above-ground features, adjustments, and owner orientation.

The Contractor must restrict access to Project Site with, at a minimum, heavy-duty commercial-grade orange barrier fencing during construction and until the splash pad has been safety-inspected and safety-approved by the Contractor.

## **Splash Pad Requirements**

The splash pad shall consist of

1. a spray zone measuring 30' in diameter and including
  - 1 overhead bucket,
  - 1 overhead spray,
  - 1 above-ground spray, and
  - 9 in-ground sprays; and
2. a spray-free zone measuring 5' wide around the spray zone.

## **Proposer Requirements**

The Proposer must

1. be a licensed contractor in the State of Louisiana;
2. have at least 5 years of experience in installing splash pads;
3. be insured;
4. be an ISO-9001:2015-certified company;
5. be an ASTM-F2461-certified company;
6. be an UL-508A-certified company;
7. warranty the splash pad, at a minimum, as required under Warranty Requirements;
8. provide documentation of 1–7 with its Proposal;
9. provide 2D diagrams and 3D renderings of the splash pad;
10. provide a complete list of all components that comprise the splash pad;
11. provide a color palette with color options;
12. if selected as the Contractor, provide a Project Manager to oversee construction; and
13. if selected as the Contractor, ensure all on-site installers are properly licensed/certified.

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## **Mandatory Preproposal Conference Requirement**

A Mandatory Preproposal Conference will be held at 10:00 a.m. April 21, 2025 at Mooney Avenue Park, 814 Mooney Ave, Hammond LA 70403.

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## **Warranty Requirements**

The proposed splash pad must be warrantied, at a minimum, as follows:

1. 25-YEAR WARRANTY on stainless steel tubing;
2. 10-YEAR WARRANTY on structural stainless steel;
3. 10-YEAR WARRANTY on weld workmanship;
4. 10-YEAR WARRANTY on underground spray systems;
5. 5-YEAR WARRANTY on aluminum components;
6. 5-YEAR WARRANTY on brass components;
7. 5-YEAR WARRANTY on polymer panels;
8. 5-YEAR WARRANTY on spray nozzles;
9. 2-YEAR WARRANTY on finishes;
10. 2-YEAR WARRANTY on galvanized steel structures;
11. 2-YEAR WARRANTY on plumbing components;
12. 2-YEAR WARRANTY on mechanisms/hardware;
13. 2-YEAR WARRANTY on polymer;
14. 2-YEAR WARRANTY on elastomer;
15. 1-YEAR WARRANTY on concrete components;
16. 1-YEAR WARRANTY on electrical components;
17. 1-YEAR WARRANTY on paint/graphics;
18. 1-YEAR WARRANTY on fiberglass components; and
19. 1-YEAR SERVICE WARRANTY.

## **INSTRUCTIONS TO PROPOSERS**

### **General**

It is the Proposer's responsibility to review this RFP—including these Preliminary Pages, any included Specifications and/or Drawings, and any future Addenda—and to submit questions as early as possible during the Proposal Period. Questions must be submitted to

Jana Thurman Soileau  
Purchasing Director  
purchasing@hammond.org  
985-277-5633

between the hours of 8:00 a.m. and 4:00 p. m. Monday through Friday and shall become part of the Proposer's Proposal. Proposers who do NOT submit questions shall be assumed to have reviewed this RFP and found it to be clear and the RFP process to be fair and competitive. Protests of the RFP or RFP process shall NOT be considered after Proposals are opened.

RFPs are advertised in the City's Official Journal of Record, *The Daily Star*, and published to the City's website, **www.hammond.org**, and on Bid Express's website, **www.bidexpress.com**, from which copies may be downloaded.

This RFP has been/shall be so advertised and published.

**It is NOT the City's responsibility to ensure Proposers receive a copy or notice of this RFP.**

To review or obtain a hardcopy of this RFP, Proposers should contact

Jana Thurman Soileau  
Purchasing Director  
purchasing@hammond.org  
985-277-5633

between the hours of 8:00 a.m. and 4:00 p. m. Monday through Friday.

### **Addenda**

If substantial clarifications or changes to this RFP become necessary, these shall be issued in the form of written Addenda to this RFP and published to the City's website, **www.hammond.org**, to Bid Express's website, **www.bidexpress.com**, and, if required by procurement procedure, in *The Daily Star*.

### **Proposals**

Sealed Proposals shall be accepted only on the form(s) furnished with this RFP. Substitute, altered, or incomplete forms shall NOT be accepted.

All Proposals must be typed or printed in blue or black ink. Manual corrections are acceptable when they are few and minor and initialed by the Proposer. Uninitialed corrections shall be cause for a Proposal's rejection.

All Proposals must be signed. An unsigned Proposal shall be cause for its rejection.

Hardcopies must include the **RFP Number, Proposer's Name, Proposer's Address, Proposer's Louisiana Contractor License Number**, and **RFP Opening Date** clearly typed or printed on the outside of the Proposal envelope. Only 1 Proposal shall be accepted from each Proposer. Alternates shall NOT be accepted unless specifically requested/allowed by the RFP. Proposals must be delivered to

Purchasing Department  
City of Hammond  
310 E Charles St 2<sup>nd</sup> Fl  
PO Box 2788  
Hammond LA 70404-2788

or submitted electronically via Bid Express by **10:00 a.m. May 2, 2025**.

By submitting a Proposal, the Proposer agrees:

1. the Proposer has read and thoroughly examined this RFP and complied with all Instructions to Proposers included therein;
2. the Proposer has found no errors, conflicts, ambiguities, or omissions in this RFP—except as previously submitted to and addressed by the Purchasing Manager (e.g. through Addenda)—that would affect costs, performance, or completion of the Project;
3. the Proposer has familiarized itself with the Project Site, Project Site conditions, and the surrounding area;
4. the Proposer has correlated its observations with this RFP;
5. the Proposer has familiarized itself with the federal, State, and local laws, regulations, and requirements applicable to the performance and completion of the Project described in this RFP;
6. the Proposer is properly licensed in the State of Louisiana to perform this Project;
7. if its Proposal is selected, the Proposer shall obtain the necessary permits to perform this Project; and
8. the Proposer understands the terms and conditions for satisfactory performance and completion of the Project.

### **Forms and Related Documents**

The following forms and related documents are required of all Proposers:

1. **Proposal Form** (note: the Proposer must acknowledge Addenda, if any, by number on the Proposal Form);
2. **Corporate Resolution** or other written evidence of the authority of the person signing the Proposal to sign the Proposal; and
3. any **Related Documents** specified under Special Requirements.

Proposals that omit these forms or related documents shall be considered incomplete and may be rejected accordingly.

## **Evaluation of Proposals**

The City shall evaluate, ratify, and award or reject Proposals within 30 calendar days of the deadline for Proposals.

The Proposer shall honor its Proposal for the duration this period.

Currently, the City anticipates ratifying and awarding or rejecting Proposals **May 13, 2025**.

## **Rejection of a Proposal**

The City reserves its right under law to reject any and all Proposals for just cause.

## **INSTRUCTIONS TO THE CONTRACTOR**

### **Liability Insurance Requirements**

At all times during the term of the Contract, the Contractor must maintain and pay for property damage and public liability insurance with limits of at least \$1,000,000, inclusive of bodily injury and property damage for any 1 occurrence.

Prior to commencing the Project described in this RFP, the Contractor must file with the City a "certificate of insurance" meeting the aforementioned requirements and listing

City of Hammond  
310 E Charles St  
Hammond LA 70401-3324

as a named insured by added endorsement. Any cost associated with this addition shall, like the cost of the insurance itself, be paid by the Contractor.

The Contractor shall be responsible for any and all accidents, injuries, damages, losses, claims, demands, suits, judgments, other legal actions, payments, recoveries, and fees caused by the Contractor, its officers, employees, or agents (referred to collectively as the "Contractor"), or resulting from the execution of this Project or any operations relating to this Project, or reason of existence or location or condition of facilities or of any materials or supplies or machinery used thereon or therein, or neglect or omission on the Contractor's part, or any and all of the several acts or things required to be done by the Contractor under and by the conditions and covenants of the Contract.

The Contractor shall further assume the defense of and indemnify and hold harmless the City, its officers, employees, and agents (referred to collectively as the "City") from and against any and all accidents, injuries, damages, losses, claims, demands, suits, judgments, other legal actions, payments, recoveries, and fees of every nature and description brought or recovered against the City by reason of any act or omission of the Contractor relating to this Project.

### **Workers' Compensation Requirements**

The Contractor shall pay or cause to be paid all assessments and compensations required by the Workers' Compensation Act.



The Contractor shall provide evidence all assessments and compensations payable to the Workers' Compensation Board up to and including the date of the Contract have been paid.

The City may, at any time during the Contract or at the completion of the Contract, require further evidence such assessments and compensations have been paid.

**Federal Requirements of the Land and Water Conservation Fund Program**

This project is being funded, in part, by a grant from the Land and Water Conservation Fund Program. The federal requirements that appear on the following pages apply to Land and Water Conservation Funded projects.

## CLARIFICATION OF BASIS OF UNLAWFUL DISCRIMINATION

The area of civil rights compliance is not easily understood due to the many laws and executive orders which specify certain types of non-discrimination and which may not take effect in all situations. The following discussion should clarify the civil rights requirements for recipients of the L&WCF and UPARR programs.

- Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination based on race, color, or national origin in program participation and in employment, where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant.
- The American With Disabilities Act establishes a clear and comprehensive prohibition of discrimination on the basis of disability for both the public and private sector in areas of employment, public services including transportation, public accommodations and services operated by private entities, and telecommunications.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of handicap in program participation and all facets of employment.
- The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in program participation and excludes from coverage most employment practices except for programs funded under the public services employment titles of the Job Partnership Training Act.
- Title IX of the Civil Rights Act of 1964 prohibits discrimination based on sex only where the legislative intent of the program specifically provides funding for educational purposes such as training of staff.
- Executive Order 12432 provides for "Minority Business Enterprise Development," and regards the national policy to encourage greater economic opportunity for minority entrepreneurs. This policy encourages all recipients to take affirmative steps in placing a fair share of purchases with minority business firms.
- Executive Order 11246 provides that "Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin," and must affirm such in the written contract agreement.
- Title VII of the Civil Rights Act prohibits discrimination in employment based on race, color, religion, sex, or national origin. Regulations require establishments of affirmative action plans to include: 1) reasonable self-analysis, 2) a reasonable basis for concluding action is necessary, and 3) reasonable action. Enforcement, investigation and complaint resolution, in regards to State and local assistance, is carried out by the EEOC. Grants staff have no responsibility to review, during inspections and reviews, compliance with Title VII, but upon witnessing or receiving information regarding Title VII violations, they should forward such to EEOC.

## EEO CONTRACT COMPLIANCE

1. **General.** The regulations set out in this chapter implement certain contract compliance procedures required by Executive Order 11246, as amended, and by the Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor (41 CFR 60-4). These regulations shall apply to all Land and Water Conservation Fund grants involving Federally assisted construction contracts and subcontracts in excess of \$10,000. In determining whether Fund-assisted construction contracts exceed this dollar limit, the total amount of the contract awarded rather than the amount of Federal assistance shall apply.
2. **Coordination.** It is the responsibility of the State to insure that State and local project sponsors are in compliance with these regulations. The State will cooperate with the National Park Service and the Secretary of the Interior in obtaining the compliance of project sponsors, construction contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders. The State will furnish such information as may be required for the supervision of such compliance, and it will otherwise assist the National Park Service in the discharge of their duties under Executive Order 11246, as amended (3 CFR 169), its implementing regulations (41 CFR 60), and the relevant Orders of the Secretary of Labor.
3. **Women and Minority Construction Hiring Goals.** The Department of Labor has developed regulations regarding goals and timetables for female and minority participation in the construction industry (41 CFR 60-4). Certain geographic areas have been established by the Office of Federal Contract Compliance Programs for the purpose of establishing goals for minority participation in the construction industry. A list of geographic areas is found in Appendices A and B of Women and Minorities in Construction (published by the OFCCP in the 5/5/78 Federal Register).
  - A. Goals and timetables established for women are national in scope and apply uniformly throughout the nation. As such there is one set of goals, found in Appendix A of Women and Minorities in Construction. (See above reference).
  - B. Goals and timetables established for minorities apply only in the specific geographic areas listed in Appendix B of Women and Minorities in Construction. (See above reference).
4. **State Responsibilities.** The following are State responsibilities under Executive Order 11246 for State sponsored projects and responsibilities which must be required of local project sponsors.

- A.** Include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000 (not required for newspaper or advertisements):
- (1)** "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," including goals which are to be inserted by contracting officer or applicant. (see Attachment 650.5A). Goals may be obtained from the OFCCP.
  - (2)** "Standard Federal Equal Employment Opportunity Construction Contract Specification." (see Attachment 650.5B).
- B.** For construction contracts over \$10,000, the following must be included in the contract:
- (1)** "Equal Opportunity Clause". (This may be included by reference - Attachment 650.5C).
  - (2)** "Standard Federal Equal Employment Opportunity Construction Contract Specification." (See Attachment 650.5B).
  - (3)** "Certification Non-Segregated Facilities" signed by prime contractor and subcontractor. (See Attachment 650.5D).
- C.** Provide notice of contract awards subject to these provisions to Director of OFCCP within 10 days after the award (Notice includes name, address and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number and geographical area in which the contract is to be performed). Notice should be sent to OFCCP's Regional Office or Area office. The location of these offices may be obtained from the OFCCP or the Regional Office of NPS.
- D.** Cooperate with the Director of NPS and the Director of the OFCCP in the implementation of the program.
- E.** Insure that EEO posters are displayed on Federally assisted construction sites. Posters may be obtained from the OFCCP.
- F.** Insure that contractors engaged in Federally assisted construction contracts are providing data and reports to the appropriate OFCCP regional office as required or requested. (See Section 650.5.5).
- G.** Insure that the provisions of the "Equal Opportunity Clause" (Attachment 650.5C) are followed for construction contracts involving force account labor.

**H.** Carry out sanctions and penalties imposed upon the federally assisted construction contractor or subcontractor by the Secretary of Labor pursuant to Executive Order 11246, and refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Executive Order 11246, as amended.

**5.** **Contractor Responsibilities.** The following are the responsibilities of federally assisted construction contractors under Executive Order 11246:

**A.** Under Executive Order 11246, the contractor must do the following if the contract is for \$10,000 or more:

**(1)** Abide by the provisions of the "Equal Opportunity Clause" (Attachment 650.5C) whether it applies to government construction contracts or whether it applies to federally assisted construction contracts.

**(2)** Abide by the provisions of the following:

**(a)** "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity." (Attachment 650.5A).

**(b)** "The Standard Federal Equal Employment Opportunity Construction Contract Specification." (Attachment 650.5B)

**(3)** Insure that personnel decisions are also in accordance with the following:

**(a)** Uniform Guidelines on Employee Selection Procedures.

**(b)** Sex Discrimination Guidelines.

**(c)** Guidelines on Discrimination Because of Religion or National Origin.

**(4)** Incorporate into all subcontracts the following:

**(a)** "The Equal Opportunity Clause." (Attachment 650.5C).

**(b)** "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity." (Attachment 650.5A).

(c) "The Standard Federal Equal Employment Opportunity Construction Contract Specification". (Attachment 650.5B).

(5) Provide data and reports to OFCCP as required or requested including the following:

(a) One time notification within 10 days of all construction projects in the designated geographic area, federal and nonfederal by agency, contract number, location, estimated dollar value, percent completed and project completion date.

(b) Notification of any subsequent construction work (Federal and non-Federal) in the designated geographic area in excess of \$10,000.

(c) Workforce Utilization Report to be filed monthly. (Form CC-257).

(6) Maintain non-segregated facilities.

(7) Include a signed "Certification of Non-Segregated Facilities" in contracts and require subcontractors to include a signed "Certification of Non-Segregated Facilities. (See Attachment 650.5D).

(8) Expressly state in all employment solicitation or advertising that the contractor is an Equal Opportunity Employer.

(9) Display Equal Opportunity Poster.

(10) Allow OFCCP personnel access to site, records, and employees for purpose of determining the contractor's compliance status.

(11) Refrain from entering into contracts with contractors debarred from Federal contracts or federally assisted construction contracts by the Secretary of Labor.

**6. Sanctions.** In the event of noncompliance with the provisions of this chapter, sanctions outlined in Section 303(b) of Executive Order 11246 and 41 CFR 601.4(b) may include one or all of the following actions:

A. Cancellation, termination or suspension, in whole or in part of the grant.

B. Refraining from extending any further assistance to the project sponsor until satisfactory assurance of future compliance has been received.

C. Referring of the case to the Department of Justice for appropriate action.

7. **Approval of Additional Requirements:** The National Park Service will not require or propose to require the performance of duties in addition to those set forth in Executive Order 11246, as amended, its implementing regulations, and the requirements of this chapter unless written approval is obtained from the Department of Labor, Office of Federal Contract Compliance Programs.
  
8. **Complaints.** States and local project sponsors receiving complaints alleging violation of Executive Order 11246, as amended, by contractors or by any of their subcontractors shall promptly transmit such complaints to the appropriate Department of Labor Regional Office (Office of Federal Contract Compliance Programs).

ATTACHMENT A

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY**

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

<hr/> <b>30.4%</b> <hr/>	<hr/> <b>6.9%</b> <hr/>
Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade

TIMETABLES

<hr/> (Insert Goals for Each Year) <hr/>	<hr/> (Insert Goals for Each Year) <hr/>
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(whether or not it is Federal or federally-assisted) performed in the covered area.

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

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



## ATTACHMENT A

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

## ATTACHMENT B

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

#### (EXECUTIVE ORDER 11246)

1. As used in these specification:

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

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

## ATTACHMENT B

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 A through P of this Attachment. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulation promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more

## ATTACHMENT B

women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- B.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
- C.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- D.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- E.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7B above.
- F.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

## ATTACHMENT B

- G.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- I.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- K.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- L.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- M.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

## ATTACHMENT B

- N. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - P. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7A through P). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7A through P of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor maybe in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

## ATTACHMENT B

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Attachment, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## ATTACHMENT C

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicant will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



## ATTACHMENT C

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

## ATTACHMENT C

Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant contract, loan, insurance, guarantee; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT D

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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Signature

Date

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Name and Title of Signer (Please type)

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

## **SPECIFICATIONS AND DRAWINGS**

### **General**

The following Specifications and Drawings have been written in a manner to invite open competition. Any manufacturer's name, trade name, brand name, or catalog number referenced in the Specifications and Drawings is for the purpose of describing and establishing general quality levels and appearance. Such references are NOT intended to be restrictive; Proposers are always free to submit "equals."

### **"Equals"**

Wherever the Proposer deviates from the Specifications and Drawings to propose "equal" supplies, materials, or workmanship, the Proposer must provide a list of these deviations, as well as specifications, drawings, samples, or other evidence of the deviation's equality to

Jana Thurman Soileau  
Purchasing Director  
purchasing@hammond.org  
985-277-5633

The Purchasing Manager shall reserve the right to approve or disapprove the deviation as "equal" based upon a review of this evidence; his/her decision shall be final.

### **Measurements and Formulations**

ALL measurements and formulations are the responsibility of the Contractor. The City will NOT authorize ANY change resulting from inaccurate measurements or formulations.

### **Safety**

1. Access to the Project Site shall be restricted with, at a minimum, heavy-duty commercial-grade orange barrier fencing during construction and until the Project is complete and the Project Site has been safety-inspected and safety-approved by the Contractor.

### **Cleaning**

1. The Contractor shall clean the site of excess materials, including excavations.
2. The City shall provide a dumpster for this purpose.

### **Demonstration**

The Contractor shall instruct the City staff on the proper operation and maintenance of the splash pad.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

# Mooney Avenue Park Splash Pad

View 1





All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

# Mooney Avenue Park Splash Pad

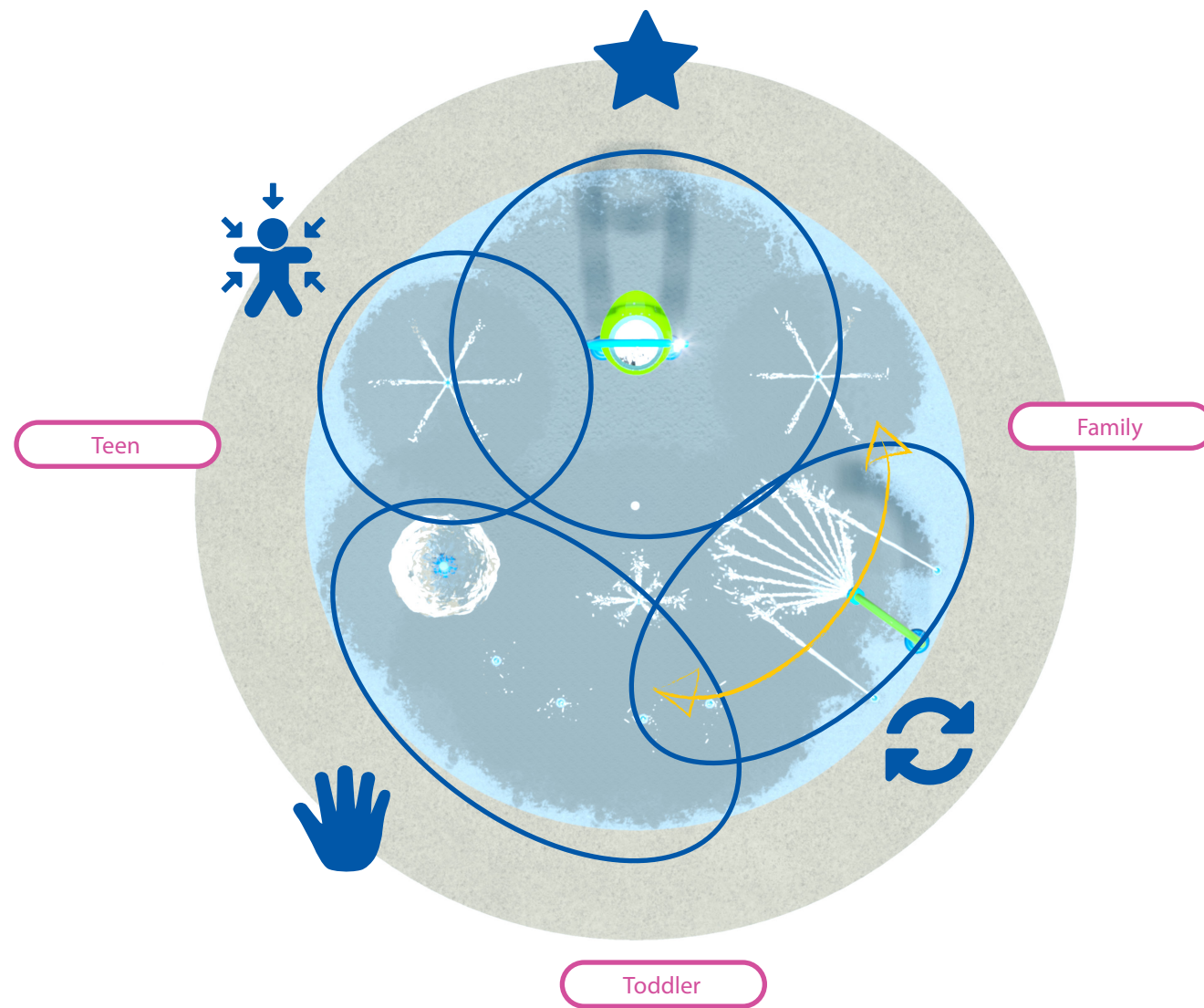
View 2



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

# Mooney Avenue Park Splash Pad

View 3



# Mooney Avenue Park Splash Pad

View 4



### SPLASHPAD DIMENSION

TOTAL AREA : 1257 ft<sup>2</sup>      117m<sup>2</sup>

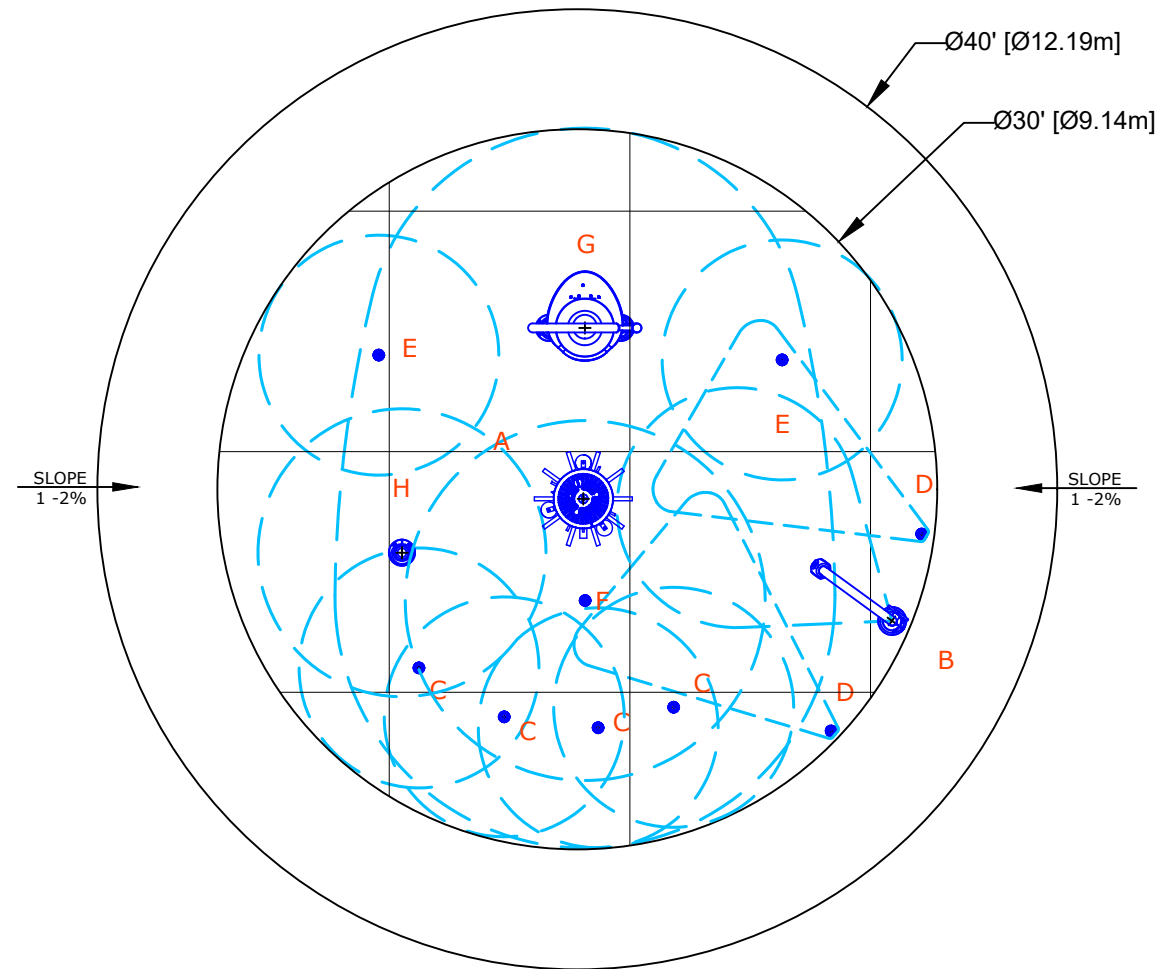
SPRAY AREA : 707 ft<sup>2</sup>      66m<sup>2</sup>

GRID SIZE : 10 x 10 ft      3 x 3 m

### PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPM
A	Smart point N1 VOR 1910	1		
B	Plux Cane VOR 7395	1	15	56.7
C	Spraylink™ Jet N°1 VOR 3000	4	10	37.8
D	Spraylink™ Arch VOR 3002	2	3	11.3
E	Spraylink™ Geyser VOR 3005	2	10	37.8
F	Spraylink™ Bloom VOR 3006	1	8	30.2
G	Twinsplash VOR 7242	1	12	45.4
H	Aqua Dome N°1 VOR 0555	1	14	52.9
TOTAL		13	72	272.1

5'[1.5m] SPRAY FREE CONCRETE AREA ALL AROUND THE SPLASHPAD



NOTE: QUANTITY AND LOCATION OF DRAINS BASED ON VORTEX RECOMMENDATIONS.  
MODIFICATIONS MAY BE REQUIRED DUE TO SPECIFIC SITE CONDITIONS AND/OR LOCAL CODE.

## Mooney Avenue Park Splash Pad

LAYOUT DRAWING

