



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF QUOTE REQUEST

ST. TAMMANY PARISH

Sealed quotes will be received by the Department of Procurement, until 2:00 p.m., **Thursday, February 22, 2024** and then opened at that time by the Procurement Staff for the following project:

Quote # 24-4-1 – Covington Library Exterior Renovations

This Quote package is available online at www.bidexpress.com or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>. It is the Vendor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Each Quote must be sealed. In addition, the outside of the envelope, box or package containing the Quote should be marked with the following information. Name and Address, State Contractor's License Number (if the estimated cost of the work is \$50k or more), Quote Number, and the Quote Name. Quotes submitted without this information may be deemed non-responsive.

A Non-Mandatory pre-quote meeting will be held on Thursday, February 1, 2024 at 2:00 PM at the Covington Library 310 W. 21st Ave Covington, LA 70433.

Quotes will be received by the St. Tammany Parish Government Department of Procurement, located at 21454 Koop Dr., Suite 2F, Mandeville LA. 70471. The Procurement Department can be contacted by telephone at (985) 898-2520, or via e-mail at Procurement@stpgov.org. St. Tammany Parish Government reserves the right to reject any or all quotes and to waive informalities.

Procurement Department

QUOTE REQUEST

ST. TAMMANY PARISH GOVERNMENT

COVINGTON LIBRARY EXTERIOR RENOVATIONS



Quote Number: 24-4-1

Quote Deadline: Thursday, February 22, 2024

January 23, 2024

TABLE OF CONTENTS

PART I: OVERVIEW	5
1.1 Background	5
1.2 Definitions	5
1.3 Schedule of Events.....	6
1.4 Quote Submittal.....	6
PART II: SCOPE OF WORK/SERVICES	7
2.1 Scope of work/Services	7
2.2 Period of Agreement.....	7
2.3 Price Schedule	7
2.4 Deliverables.....	8
2.5 Licensing Required.....	8
PART III: EVALUATION.....	8
PART IV: PERFORMANCE STANDARDS.....	8
4.1 Performance Requirements.....	8
4.1.1 Shop drawings, Brochures and Samples	8
4.1.2 Record Drawings	9
4.1.3 Progress of Work	9
4.1.4 The Parish's Right to Proceed with Portions of the Work	10
4.1.5 Time of Completion.....	11
4.1.6 Extensions of Time for Change Orders	12
4.1.7 Liquidated Damages	13
4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes	13
4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work.....	15
4.1.10 Injuries to Persons and Property	17
4.1.11 Sanitary Provisions	20
4.1.12 Rights of Way	20
4.1.13 Protection and Restoration of Property and Landscape	20
4.1.14 Contractor's Responsibility for Work	21
4.1.15 Tests and Inspections; Correction and Removal of Defective Work	21
4.1.16 Subsurface Conditions.....	19
4.1.17 Removal and Disposal of Structures and Obstructions	19
4.1.18 The Parish's Right to Occupancy.....	25
4.1.19 Survey Horizontal and Vertical Control	25
4.2 Compliance With Applicable Laws.....	25
4.3 Site Visitation.....	26
PART V: GENERAL PROVISIONS	26
5.1 Legibility/Clarity	26
5.2 Confidential Information, Trade Secrets, and Proprietary Information.....	26
5.3 Quote Clarifications Prior to Submittal	27
5.3.1 Pre-Quote Conference.....	27
5.3.2 Respondent Inquiry Periods.....	27
5.4 Errors and Omissions in Quote.....	28
5.5 Performance Bond.....	28
5.6 Changes, Addenda, Withdrawals.....	30
5.7 Withdrawal of Quote	30
5.8 Material in the Quote Request.....	30
5.9 Waiver of Administrative Informalities.....	30

5.10	Quote Rejection.....	30
5.11	Ownership of Quote.....	31
5.12	Cost of Offer Preparation.....	31
5.13	Non-negotiable Contract Terms.....	31
5.14	Taxes	31
5.15	Quote Validity	31
5.16	Prime Contractor Responsibilities.....	31
5.17	Use of Subcontractors	32
5.18	Written or Oral Discussions/Presentations.....	32
5.19	Acceptance of Quote Content.....	32
5.20	Evaluation and Selection	33
5.21	Contract Negotiations	33
5.22	Contract Award and Execution	33
5.23	Notice of Intent to Award	33
5.24	Affidavits.....	34
5.25	Insurance Requirements.....	34
5.26	Subcontractor Insurance.....	38
5.27	Indemnification and Limitation of Liability.....	34
5.27.1	Duty to Defend.....	34
5.27.2	Contractor Liability.....	34
5.27.3	Force Majeure.....	34
5.27.4	Indemnification.....	34
5.27.5	Intellectual Property Indemnification.....	34
5.28	Payment.....	40
5.28.1	Payment for Services.....	40
5.28.2	Acceptance and Final Payment(s)	42
5.29	Termination	43
5.29.1	Termination of the Contract for Cause	43
5.29.2	Termination of the Contract for Convenience	43
5.29.3	Termination for Non-Appropriation of Funds	44
5.29.4	Effects of Termination	44
5.29.5	Default of Contractor.....	44
5.30	Assignment.....	40
5.31	No Guarantee of Quantities	40
5.32	Audit of Records	45
5.33	Civil Rights Compliance.....	45
5.34	Record Retention.....	45
5.35	Record Ownership.....	46
5.36	Content of Contract/ Order of Precedence.....	46
5.37	Contract Changes.....	46
5.38	Substitution of Personnel.....	46
5.39	Governing Law	46
5.40	Anti-Kickback Clause.....	47
5.41	Clean Air Act	47
5.42	Energy Policy and Conservation Act.....	47
5.43	Clean Water Act	47
5.44	Anti-Lobbying and Debarment Act	47

Quote Package includes the following Attachments:

Attachment "A" – Pricing Sheet and Project Summary

Attachment "B" – Sample Contract

Attachment "C" – Signage Instructions (Omitted)

Attachment "D" – Insurance Requirements

Attachment "E" – Affidavits

Attachment "F" – Sample Corporate Resolution

Attachment "G" – Sample Certificate of Insurance

Attachment "H" – Project Plan

QUOTE REQUEST
FOR
Covington Library Exterior Renovations

PART I: OVERVIEW

1.1 Background

Contractor must provide all labor, materials, tools, equipment, and permits for the exterior renovations for the St. Tammany Parish Library, Covington Branch located at 312 West 21st Avenue, Covington, Louisiana 70433 in accordance with plans and specifications.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Respondent who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this Quote Request, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit quotes in response to this Quote Request.
- H. Quote Request – The Quote Request and any attachments and amendments thereto.
- I. Respondent – Person or entity responding to this Quote Request.
- J. Agreement – A contract between the Contractor and the Parish.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
Quote Due Date	February 22, 2024	2:00PM
Non-Mandator Site Visit	February 1, 2024	2:00PM
Inquiry Deadline	February 14, 2024	2:00PM
Contract Initiation		TBD

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Quote Request.

1.4 Quote Submittal

The Quote package is available online www.bidexpress.com or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

All quotes shall be in writing and shall be received by the Procurement Department **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of the sealed envelope, box or package with the following information and format. Quotes without this information may be deemed non-responsive:

- X **Name and Address of the Quoter**
- X **The State Contractor's License Number of the Quoter (if the work is estimated at \$50k or more)**
- X **Quote Request Name: Covington Library Exterior Renovations**
- X **Quote Request #: 24-4-1**
- X **Quote Due Date: Thursday, February 22, 2024**

Quotes may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

Respondent is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the Quote Due Date shall result in rejection of the quote.

In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, as an additional provision, Contractor should supply a certified copy of a corporate resolution or other written evidence of authority of person signing the quote/proposal.

QUOTES SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY RESPONDENTS SUBMITTING QUOTES SHALL BE IDENTIFIED ALOUD.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Contractor must provide all labor, materials, tools, equipment, and permits for the exterior renovations for the St. Tammany Parish Library, Covington Branch located at 312 West 21st Avenue, Covington, Louisiana 70433 in accordance with plans and specifications. The scope includes new landscaping around the building, demolition and addition of sidewalks, subsurface drainage, removing old fence posts, and repairs to the concrete parking lot.

Any work that may be reasonably inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

Any work that may be reasonably inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.30 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

Prices quoted by the Respondent shall be firm for the term of the contract.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their quote and how the proposed deliverables will be provided.

2.5 Licensing Required

If the estimated cost of the work is \$50k or more a Contractor licensed by the State to do the type of work indicated in Section 2.1 may submit a quote. The Respondent's signature on the quote certifies that he holds an active license under the provisions of Chapter 24 of the Louisiana Revised Statutes, Title 37. Failure to be properly licensed constitutes authority for the Parish to reject the quote. The Parish reserves the right to require a Contractor licensed for less than \$50k depending on the requirements set forth in Section 2.1 and shall provide within 10 days after being notified of an Award.

PART III: EVALUATION

The quotes will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The lowest monetary quote in compliance with the Quote Request will be awarded the contract. Only for the purpose of interpretation of the quote, when applicable, written words shall govern if a conflict exists between words and numerals.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.1.1 Shop drawings, Brochures and Samples

After checking and verifying all field measurements, Contractor shall submit to the Parish for approval, five copies (or at the Parish's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Parish may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Parish to review the information as required.

Contractor shall also submit to the Parish, for review with such promptness as to cause no delay in work, all samples as required by the contract documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call the Parish's attention to any deviations that the shop drawings or samples may have from the requirements of the contract documents.

The Parish will review with reasonable promptness shop drawings and samples, but its review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by the Parish and shall return the required number of corrected copies of shop drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the Parish on previous submissions. Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Parish that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been reviewed by the Parish. A copy of each reviewed shop drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to the Parish.

The Parish's review of shop drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called the Parish's attention to such deviation at the time of submission and the Parish has given written approval to the specific deviation, nor shall any review by the Parish relieve Contractor from responsibility for errors or omissions in the shop drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

4.1.2 Record Drawings

The Contractor shall keep an accurate record in a manner approved by the Parish of all changes in the contract documents during construction. In work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Parish of all valves, fittings, etc. Before the work is accepted by the Parish, and said acceptance is recorded, the Contractor shall furnish the Parish a copy of this record.

Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the work, the plan will be given to the Parish.

4.1.3 Progress of Work

Contractor shall conduct the work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

The Parish shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the contract. Upon mutual consent by both parties, the Notice to

Proceed may be extended. The Contractor is to commence work under the contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Parish.

The Contractor, immediately after being awarded the contract, shall prepare and submit for the Parish's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Parish for approval.

Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all subcontractors working on the project. Meetings may be requested by the Parish at any time and at the discretion of the Parish.

4.1.4 The Parish's Right to Proceed with Portions of the Work

Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Parish shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment and materials on parts of the work. The cost incurred by the Parish in carrying on such parts of the work shall be payable by the Contractor. Such work shall be deemed to be carried on by the Parish on account of the Contractor. The Parish may retain all amounts of the cost of such work from any sum due Contractor or those funds that may become due to Contractor under the contract.

The Parish may perform additional work related to the project by itself or it may let any other direct contract which may contain similar general conditions. Contractor shall afford the other Contractors who are parties to such different contracts (or the Parish, if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its work with the subsequent work.

If any part of Contractor's work depends upon proper execution or results upon the work of any such other Contractor (or the Parish), Contractor shall inspect and promptly report to the Parish in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of its work except as to defects and deficiencies which may appear in the other work after the execution of its work.

Whatever work is being done by the Parish, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Parish may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.

Contractor shall do all cutting, fitting and patching of its work that may be required to integrate its several parts properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering work and will only alter work with the written consent of the Parish and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or the Parish is not noted in the contract documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by the Parish or others may cause additional expense or entitles an extension of the contract time, the Contractor may make a claim therefor. The claim must be in writing to the Parish within thirty (30) calendar days of receipt of notice from the Parish of the planned additional work by others.

4.1.5 Time of Completion

The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the contract time charges.

Contractor shall notify the Parish through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Parish if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

The work covered by the plans, specifications and contract documents must be completed sufficiently for acceptance within the number of calendar days specified in the quote and/or the contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Parish, that the time of completion is an essential condition of the contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Parish, then the Contractor does hereby agree, as partial consideration for the awarding of the contract, to pay the Parish as specified per **Table 4.1.7** in the contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. It is specifically understood that the Parish shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and the contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

Prior to final payment, the Contractor may, in writing to the Parish, certify that the entire project is substantially complete and request that the Parish or its agent issue a certificate of Substantial Completion.

The Parish may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to submission of its quote. Any such request must be made in writing to the Parish within seven (7) calendar days following the event occasioning the delay. The Parish shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

4.1.6 Extensions of Time for Change Orders

When a change order is issued, the Parish and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

- If material has to be ordered;
- Remobilization and or relocation of equipment to perform task; and
- Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Parish and Contractor.

At the end of each month, the Parish or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the work, whether such delay be avoidable or unavoidable.

4.1.7 Liquidated Damages

In case the work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum per **Table 4.1.7** for liquidated damages, as stipulated in the quote and/or contract, shall be made from the total contract price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the work and acceptance thereof by the Parish. It is understood and agreed that time is of the essence to the contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Parish on account of such delay in the completion of the work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the contract price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all work executed under the contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

Table 4.1.7

Liquidated Damages	
Original Contract Amount	Daily Charge
Dollars	Dollars
0 - 250,000	500
250,000 – 1 Million	1,000
> 1 Million – 5 Million	1,500
> 5 Million – 10 Million	2,000
> 10 Million	3,000

- Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications.

4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes

The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the work in substantial conformance with the contract documents.

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. It shall at all times maintain good discipline and order at the site.

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under the contract shall be submitted for approval to the Parish when and as directed.

Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Parish prior to the submission of a quote. The Parish shall have the exclusive and unilateral discretion to determine quality and suitability.

Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other Contractors working on the site.

The Contractor, by entering into the contract for this work, sets itself forth as an expert in the field of construction and it shall supervise and direct the work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Contractor shall keep on the work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the Parish except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Parish specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.

Any foreman or workman employed on this project who disregards orders or instructions, does not perform his work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Parish, be removed from the work and shall be replaced by a suitable foreman or workman.

The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.

Failure of the Contractor to keep the necessary qualified personnel on the work shall be considered cause for termination of the contract by the Parish.

Only equipment in good working order and suitable for the type of work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Parish harmless from any damages or

suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the work shall be removed from the job site without approval of the Parish.

All Federal, State and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.

In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Parish an affidavit stating that all applicable sales taxes for materials used on this project have been paid.

During the period that the contract is in force, neither party to the contract shall solicit for employment or employ an employee of the other.

All materials or equipment shown on the drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the designer, or the Parish if no separate designer.

If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the designer in making its decision.

The decision of the designer/the Parish shall be given in good faith and shall be final.

The Contractor may be required to post in each direction a public information sign, 4' x 4' in **size, at the location of the project containing information required by the Parish. The Parish will** supply this information. Additional specifications regarding signage are attached hereto as Attachment "C".

4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work

Whenever the estimated quantities of work to be done and materials to be furnished under the contract are shown in any of the documents, such are given for use in comparing quotes and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Parish to complete the work contemplated by the contract. Such increase or diminution shall in no way vitiate the contract, nor shall such increase or diminution give cause for claims or liability for damages.

The Parish shall have the right to make alterations in the line, grade, plans, form or dimensions of the work herein contemplated, provided such alterations do not change the total cost of the project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-

five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total contract price, computed on the basis of the proposal quantity and the contract unit price). Should it become necessary, for the best interest of the Parish, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the work and without notice to the sureties. If such alterations diminish the quantity of work to be done, such shall not constitute a claim for damages for anticipated profits for the work dispensed with, but when the reduction in amount is a material part of the work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Parish for overhead and equipment charges which it may have incurred in expectation of the quantity of work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of work, the increase shall be paid according to the quantity of work actually done and at the price established for such work under the contract except where, in the opinion of the Parish, the Contractor is clearly entitled to extra compensation.

Without invalidating the contract, the Parish may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Parish. All the work of the kind bid upon shall be paid for at the price stipulated in the quote, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the Parish.

Extra work for which there is no price or quantity included in the contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Parish and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Parish may, at its exclusive and unilateral discretion, order the Contractor to do such work on a force account basis.

In computing the price of extra work on a force account basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the project for the extra work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

If the Contractor is required to rent equipment for extra work, but not required for contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost is to be charged shall be agreed upon in writing before the work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

No compensation for expenses, fees or costs incurred in executing extra work, other than herein specifically mentioned herein above, will be allowed.

A record of extra work on force account basis shall be submitted to the Parish on the day following the execution of the work, and no less than three copies of such record shall be made on suitable forms and signed by both the Parish or its representative on the project and the Contractor. All bids for materials used on extra work shall be submitted to the Parish by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

Payment for extra work of any kind will not be allowed unless the same has been ordered in writing by the Parish.

4.1.10 Injuries to Persons and Property

The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Parish or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the work, whether within the limits of the work or elsewhere under the contract proper or as extra work. This requirement will apply continuously and not be limited to normal working hours or days. The Parish's construction review is for the purpose of checking the work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Parish in the event it becomes necessary for the Parish to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Parish may request that security be placed on the premises to ensure and secure same. The Parish shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Parish. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or

any other building or property whatsoever to a like condition as existed prior to such damage or injury.

In case of failure on the part of the Contractor to restore such property or make good such damage, the Parish may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its contract.

Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of the contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

As to any and all claims against the Parish, its agents, assigns, representatives or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

No road shall be closed by the Contractor to the public except by written permission of the Parish. If so closed, the Contractor shall maintain traffic over, through and around the work included in his contract, with the maximum practical convenience, for the full twenty-four hours of each day of the contract, whether or not work has ceased temporarily. The Contractor shall notify the Parish at the earliest possible date after the contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The convenience of the general public and residents along the works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor.

This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The Contractor shall arrange its work so that no undue or prolonged blocking of business establishments will occur.

Material and equipment stored on the right of way or work site shall be so placed and the work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.

During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the work.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.

The Contractor shall not, without the written permission of the Parish, do work for a resident or property owner Parish abutting the work at the time that this work is in progress.

No work of any character shall be commenced on railroad right-of-way until the railroad company has issued a permit to the Parish and has been duly notified by the Contractor in writing (with a copy forwarded to the Parish) of the date it proposes to begin work, and until an authorized representative of the railroad company is present, unless the railroad company waives such requirements. All work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the railroad company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the railroad company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the railroad company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the railroad company in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any work is done within railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the railroad.

The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the work and safety of the public.

The Contractor shall erect warning signs beyond the limits of the project, in advance of any place on the project where operations interfere with the use of the road by traffic, including all intermediate points where the new work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon.

All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

Whenever traffic is maintained through or over any part of the project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.

The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Parish to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

4.1.11 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

4.1.12 Rights of Way

The Parish will furnish the Contractor with all necessary rights-of-way for the prosecution of the work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the work.

It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights of way as the Parish may have previously acquired. Any delay in furnishing these lands by the Parish can be deemed proper cause for adjustment in the contract amount and/or in the time of completion.

4.1.13 Protection and Restoration of Property and Landscape

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Parish, as well as the private property owner and/or and private property lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the work shall be carefully removed when the work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the

operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the owner.

The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Parish and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the quote.

When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

4.1.14 Contractor's Responsibility for Work

Until final acceptance of the work by the Parish as evidence by approval of the final estimate, the work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the work; unless otherwise provided for elsewhere in the specifications or contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Parish, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect the work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and hold harmless the Parish against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or subcontractors.

4.1.15 Tests and Inspections; Correction and Removal of Defective Work

Contractor warrants and guarantees to the Parish that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all

faulty or defective work and all work not conforming to the requirements of the contract documents at the time of acceptance shall be considered defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Parish the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the contract documents shall be performed by organizations acceptable to the Parish and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

Contractor shall give the Parish timely notice of readiness of the work for all inspections, tests or approvals. If any such work required to be inspected, tested or approved is covered without written approval of the Parish, it must, if requested by the Parish, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given the Parish timely notice of its intention to cover such work and the Parish has not acted with reasonable promptness in response to such notice.

Neither observations by the Parish nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the work in accordance with the requirements of the contract document.

The Parish and its representatives will at reasonable times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

If any work is covered contrary to the written request of the Parish, it must, be uncovered for the Parish's observation and replaced at Contractor's expense. If any work has been covered which the Parish has not specifically requested to observe prior to its being covered, or if the Parish considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Parish's request, shall uncover, expose or otherwise make available for observations, inspections or testing as the Parish may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, the Parish may order Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Parish to stop the work shall not give rise to any duty on the part of the Parish to exercise this right for the benefit of Contractor or any other party.

Prior to approval of final payment, Contractor shall promptly, without cost to the Parish and as specified by the Parish, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the Parish, remove it from the site and replace it

with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Parish, the Parish may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all work of others destroyed or damaged by its correction, removal or replacement of its defective work.

If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to the Parish and in accordance with the Parish's written instructions, either correct such defective work or if it has been rejected by the Parish, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, the Parish may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Parish in the event it becomes necessary for the Parish to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

If, instead of requiring correction or removal and replacement of defective work, the Parish (and prior to approval of final payment) prefers to accept it, the Parish may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the contract documents, including appropriate reduction in the contract price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to the Parish.

If Contractor should fail to progress the work in accordance with the contract documents, including any requirements of the progress schedule, the Parish, after seven (7) days written notice to Contractor, may, without prejudice to any other remedy the Parish may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the contract documents including an appropriate reduction in the contract price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Parish.

The Parish may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed work. These representatives shall be governed by the same restrictions placed on the Parish by these specifications. The governing body of the Federal, State or local government exercising authority in the area of the work may appoint representatives to observe the progress and quality of the work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

The Contractor shall be responsible for the faithful execution of its contract and the presence or absence of the Parish's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.

The Contractor shall notify the Parish and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin work so the Parish may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the work and to the preparation or manufacture of materials to be used whether within the limits of the work or at any other place.

The Parish or its representatives shall have free access to all parts of the work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Parish all information relating to the work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any work done by it.

No verbal instructions given to the Contractor by the Parish, project representative or any of their agents shall change or modify the written contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

4.1.16 Subsurface Conditions

It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the work includes all of the costs involved for work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its quote and acceptance by the Parish, all of the subsurface conditions normal or unusual that might be encountered in the location of the work.

Should the Contractor encounter during the progress of the work subsurface conditions at the site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Parish shall be directed to such conditions before the conditions are disturbed. If the Parish finds that the conditions materially differ from those shown on the drawings or indicated in the specifications, it shall at once make such changes in the drawings or specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for extra work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Parish.

4.1.17 Removal and Disposal of Structures and Obstructions

Respondent shall thoroughly examine the site of the work and shall include in its quote the cost of removing all structures and obstructions in the way of the work.

The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the quote.

If called for in the special conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner Parish, otherwise at accessible points along the improvements. Materials in structures which are the property of the Parish or property of any public body, private body or individual which is fit for use elsewhere, shall remain

property of the original owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Parish with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

4.1.18 The Parish's Right to Occupancy

The Parish shall have the right to use, at any time, any and all portions of the work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the contract or be construed as constituting an acceptance of any part of the work.

The Parish shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's work.

4.1.19 Survey Horizontal and Vertical Control

The Parish shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its work. Contractor shall be responsible for surveying and laying out the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Parish. Contractor shall report to the Parish whenever any reference point is lost or destroyed and the Parish shall decide if the reference point shall be replaced by its or the Contractor's forces.

The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the work.

If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Parish to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

4.2 Compliance With Applicable Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affected the work or its prosecution. These laws, rules, regulations, and/or ordinances will be deemed to be included in the contract, as though herein written in full.

4.3 Site Visitation

Each Respondent shall visit the site of the proposed work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Quote Request. Respondent shall also thoroughly examine and be familiar with drawings, specifications, and contract documents. The failure or omission of any Respondent to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Respondent from any obligation with respect to its quote and obligations under the contract.

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

Responses to the requirements of this Quote Request in the formats requested are desirable. Quotes prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Quote Request is also desired. Each Respondent is solely responsible for the accuracy and completeness of its quote.

5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the quote. The cost quote will not be considered confidential under any circumstance. Any quote copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the quote that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the quote with the following legend, specifying the specific section(s) of his quote sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the quote have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this quote, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing respondent or other person seeks review or copies of another respondent's confidential data, the Parish will notify the Parish of the asserted data of the request. If the Parish of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the Parish of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any quote, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the quote. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your quote contains confidential information, you should also submit a redacted copy along with your quote. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

5.3 Quote Clarifications Prior to Submittal

5.3.1 Pre-Quote Conference

A Non-Mandatory pre-quote meeting will be held on Thursday, February 1, 2024 at 2:00 PM at the Covington Library 310 W. 21st Ave Covington, LA 70433.

5.3.2 Respondent Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably expects and requires *responsible and interested* Respondents to conduct their in-depth quote review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the quote documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date and time set forth in Section 1.3 Schedule of Events of this Quote Request. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department
Attn: Director of Procurement
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all quote documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any oral discussions with any Parish employee or Parish consultant. It is the Respondent's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete a Quote Request.

5.4 Errors and Omissions in Quote

The Parish will not be liable for any error in the quote. Respondent will not be allowed to alter quote documents after the deadline for quote submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in quotes by the Parish or the Respondent. The Parish, at its option, has the right to request clarification or additional information from the Respondent.

5.5 Performance Bond

For projects costing twenty-five thousand dollars (\$25,000) or more, the successful Respondent shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the project cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful Respondent and the Parish. The contract shall not be in force or binding upon the Parish until such satisfactory bond has been provided to and approved by the Parish. The cost of the bond shall be paid by the Contractor.

Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10

percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Should the Contractor's surety, even though approved and accepted by the Parish, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new bond in another company approved by the Parish, at no cost to the Parish. The new bond shall be executed under the same terms and conditions as the original bond. The new bond shall be submitted within thirty (30) days of such time as the Parish notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Parish may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.

The Contractor's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Parish reserves the right to do extra work or make changes by altering, adding to deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

The bond shall also secure for the Parish the faithful performance of the contract in strict accordance with plans, specifications, and other contract documents. It shall protect the Parish against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Parish occurring through failure of the Contractor to perform.

The surety of the Contractor shall declare and acknowledge itself by acceptance of the contract to be bound to the Parish as a guarantor, jointly and *in solido*, with the Contractor, for fulfillment of terms of the contract.

The performance bond forming part of the contract shall be continued by Contractor and its surety for a period of one (1) year from date of acceptance of the work/project by the Parish to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of the Parish or others as a result of such defective materials, equipment, workmanship, etc.

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for

recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

Contractor shall pay for cost and any service fee for recording the contract, bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Parish, its representative, agent, architect, engineer and the like.

5.6 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or issue Addenda to the Quote Request at any time. The Parish also reserves the right to cancel or reissue the Quote Request.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant quote section, prior to the quote opening. Such shall meet all requirements for the quote.

5.7 Withdrawal of Quote

A Respondent may withdraw a quote that has been submitted at any time up to the quote closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to the Procurement Department.

5.8 Material in the Quote Request

Quotes shall be based only on the material contained in this Quote Request. The Quote Request includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the Quote Request.

5.9 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any quote.

5.10 Quote Rejection

Issuance of this Quote Request in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all quotes submitted or to cancel this Quote Request if it is in the best interest of the Parish to do so.

5.11 Ownership of Quote

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a quote does not affect this right. All quotes submitted will be retained by the Parish and not returned to Respondents. Any copyrighted materials in the quotes are not transferred to the Parish.

5.12 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a contract. Costs associated with developing the quote, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the Quote Request are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Parish.

5.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

5.14 Taxes

Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the Respondent's cost.

5.15 Quote Validity

All quotes shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its quote. However, the Parish reserves the right to reject a quote if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its quote.

5.16 Prime Contractor Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his quote whether or not he produces or provides them. The Parish shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5.17 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this Quote Request. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a quote in response to this Quote Request, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the Parish urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

Information required of the prime Contractor under the terms of this Quote Request, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance. Nothing in the contract documents shall create any contractual relationship between the Parish and any subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Parish to pay or to see to the payment of any monies due any subcontractor.

The Contractor shall indemnify and hold harmless the Parish and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Contractor's failure to bind every subcontractor and Contractor's surety to all of the applicable terms and conditions of the contract documents.

5.18 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit quotes determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the quote submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the quotes submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Quotes may be accepted without such discussions.

5.19 Acceptance of Quote Content

The mandatory Quote Request requirements shall become contractual obligations if a contract ensues. Failure of the successful Respondent to accept these obligations shall result in the rejection of the quote.

5.20 Evaluation and Selection

All responses received as a result of this Quote Request are subject to evaluation for the purpose of selecting the Respondent with whom the Parish shall contract.

The Parish may reject all quotes if none is considered in the best interest of the Parish.

5.21 Contract Negotiations

If for any reason the Respondent whose quote is most responsive to the Parish's needs, price and other evaluation factors set forth in the Quote Request considered, does not agree to a contract, that quote shall be rejected and the Parish may negotiate with the next lowest responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.22 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the quote submitted based on the initial offers received.

The Quote Request, including any addenda, and the quote of the selected Contractor will become part of any contract initiated by the Parish.

Respondents are discouraged from submitting their own standard terms and conditions with their quotes. Respondents should address the specific language in the sample contract in Attachment "B" of this Quote Request and submit any exceptions or deviations the Respondent wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Respondent fails to sign the contract within **ten calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next lowest responsive Respondent.

The Parish intends to award to a single Respondent.

In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

5.23 Notice of Intent to Award

Upon review and approval of the issuing department's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Parish,

the Parish may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Respondent.

The Procurement Department will also notify all unsuccessful Respondent as to the outcome of the procurement process.

5.24 Affidavits

Awarded Contractor shall execute affidavits attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, concurrent with execution of the contract. Such affidavits are attached hereto as Attachment “F”.

5.25 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment “D”. The cost of such insurance shall be paid by the Contractor and shall be included in the Respondent’s quote. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the Quote Request (see Attachment “D”). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing the Parish the Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies. The Parish reserves the right to require complete certified copies of all required policies, at any time.

The insurance companies issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.

All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor’s carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

Project Description: A brief project description, including Project Name, Project Number and/or contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the contract, include, but is not limited to:

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion and collapse.
2. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.

3. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate providing full contractual liability and third party claims coverage for bodily injury, property damage, defense, and cleanup as a result of pollution and environmental conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of the contract or the commencement of contractor services in relation to the work and the policy will offer an extended discovery clause of at least three years.

If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 3 years after the work is accepted as complete by the property owner or this contract is terminated.

4. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:

- a) Any automobiles;
- b) Owned automobiles;
- c) Hired automobiles;
- d) Non-owned automobiles;
- e) Uninsured motorist.

5. Workers' Compensation/Employers Liability insurance: workers' compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$500,000 each accident, \$500,000 each disease, \$500,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000/\$1,000,000. Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.

6. Owner Protective Liability (OPL) (formerly Owner and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

7. Builder's Risk Insurance written on an "all-risk" or equivalent policy form shall be furnished by Contractor and carried which said insurance shall be in the full value, plus the value of subsequent contract modifications, if any, and cost of materials supplied or installed by others, comprising 100% total value. Deductibles should

not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

8. Installation Floater Insurance, on an “all-risk” form, shall be furnished by Contractor and carried on this project for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for any and all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Installation Floater Insurance.

Both the Builder’s Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder’s Risk and Installation Floater Insurance.

9. Contractor’s Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars (\$1,000,000) per claim with Two Million Dollars (\$2,000,000) annual aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred. A claims-made form may be acceptable by the Parish under the following conditions: 1) the retroactive date must be placed prior to or coinciding with the effective date of the contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND 2) certification is provided that the liability policy contains an Extended Reporting Period “tail” providing continuation of coverage for at least twenty-four (24) months following the completion of Contractor’s services/work.
10. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.

All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Contractor shall promptly obtain a new policy, timely submit same to the Parish for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish as may be reasonably requested.

It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish's final acceptance of the project shall be furnished to St. Tammany Parish Government, Office of Risk Management, without prompting.

NOTICE: These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to St. Tammany Parish Government, Office of Risk Management prior to execution of a contract for services.

For inquiries regarding insurance requirements, please contact:

**St. Tammany Parish Government
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.

5.26 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

5.27 Indemnification and Limitation of Liability

5.27.1 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

5.27.2 Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

5.27.3 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

5.27.4 Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

5.27.5 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

5.28 Payment

5.28.1 Payment for Services

Monthly certificates for partial payment, in a form approved by the Parish, shall be transmitted to the Parish upon receipt from the Contractor and acceptance by the Parish. When the contract price is less than five hundred thousand dollars (\$500,000), these certificates shall be equal to ninety percent (90%) of both the work performed and materials stored at the site. Partial payment certificates shall include only work, materials and equipment that are included in an official work order and which meet the requirements of plans, specifications and contract documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.

After final completion and acceptance by the Parish of the entire work, the Parish shall issue to the Contractor a Certificate of Payment in a sum sufficient to increase total payments to ninety percent (90%) of the contract price.

The final payment certificate of the remaining ten percent (10%) of the contract price, minus any deduction for deficient or defective Work or other applicable deductions, will be issued by the Parish forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Parish a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the work is performed to the effect that no liens have been registered against contract work.

When, in the opinion of the Contractor, the work provided for and contemplated by the contract documents has been substantially completed, the Contractor shall notify the Parish in writing that the work is substantially complete and request a final inspection. The Parish shall proceed to perform such final inspection accompanied by the Contractor. Any and all work found by this

inspection to be defective or otherwise not in accordance with the plans and specifications shall be corrected to the entire satisfaction of the Parish and at the sole expense of the Contractor. If the contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such work has been satisfactorily completed.

If payment is requested on the basis of materials and equipment not incorporated in the work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Parish, as will establish Parish's title to the material and equipment and protect its interest therein, including applicable insurance.

Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.

Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.

The Quote Request (with the Respondent's quote), unless otherwise modified in writing, and the contract constitute the complete project. The contract prices constitute the total compensation payable to Contractor and the cost of all of the work and materials, taxes, permits and incidentals must be included into the quote submitted by the Contractor and included into those items listed on the Quote Request.

Any additional supporting data required by the Parish in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Parish.

The Parish may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:

- (1) Defective and/or inferior work;
- (2) Damage to the property of the Parish or others caused by Contractor;
- (3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;
- (4) Failure by Contractor to pay taxes due on materials used on this project;
- (5) Damage by Contractor to another Contractor;
- (6) Insolvency;
- (7) Bankruptcy, voluntary or involuntary;
- (8) Revocation of corporate status;
- (9) Failure to follow corporate formalities;
- (10) Unprofessional activities;
- (11) Unworkmanlike performance; and/or
- (12) Fraud and/or misrepresentation of any kind.

5.28.2 Acceptance and Final Payment(s)

Upon receipt of written notice from Contractor that the work is substantially complete and usable by the Parish in a suitable manner, the Parish and the Contractor shall jointly inspect the work.

If the Parish by inspection determines that the work is not substantially complete in a suitable manner for its use, then the Parish shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Parish is afforded an opportunity to amend said notices as are reasonably possible.

If the Parish by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by the Parish in the event that additional deficiencies are discovered. Any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period.

Upon determination of substantial completeness with the punch list, the contract time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty-day period, then the contract time will begin to run again and will include for purposes of determining liquidated damages the thirty-day period the grace period being withdrawn.

Upon receipt by the Parish of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Parish shall provide a written acceptance to the Contractor who shall record the Parish's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.

Retainage monies, minus those funds deducted in accordance to the requirements of this agreement, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of the Parish's acceptance provided the following:

Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;

Ensure that the official representative of the Parish has accepted as per LSA-R.S. 38:2241.1, et seq. and that all following subsections have been properly satisfied as per law;

Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;

Ensure accurate and proper legal descriptions;

Properly identify all parties and/or signatories;

Properly identify all mailing addresses;

Correctly set for the amount of the contract, together with all change orders;

Set out a brief description of the work performed;

Reference to any previously recorded contract, lien or judgment inscription that may affect the property;

Certification that substantial completion has occurred, together with any applicable date(s);

Certification that no party is in default and/or that the project has been abandoned.

After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to the Parish. The Parish shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

5.29 Termination

5.29.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

5.29.2 Termination of the Contract for Convenience

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5.29.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5.29.4 Effects of Termination

Upon receipt of notice from the Parish that the contract has been terminated, the Contractor shall immediately discontinue all operations. The Parish may then proceed with the work in any lawful manner that it may elect until the work is finally completed.

The exclusive right is reserved to the Parish to take possession of any machinery, implements, tools or materials of any description that shall be found upon the work, to account for said equipment and materials, and to use same to complete the project. When the work is finally completed, the total cost of same will be computed. If the total cost is less than the contract price, the difference will not be paid to the Contractor or its surety.

In case of termination, all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall be assessed against the bond.

If the work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Parish shall fail to pay the Contractor within a reasonable time any sum certified by the Parish, then the Contractor may, upon thirty (30) calendar days written notice to the Parish, stop work or terminate the contract and recover from the Parish payment for all work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

5.29.5 Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

5.30 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.31 No Guarantee of Quantities

The quantities referenced in the Quote Request are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the quote.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.32 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

5.33 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

5.34 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

5.35 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Quote Request and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of the contract.

5.36 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the Quote Request and/or the Contractor's quote, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Quote Request and subsequent addenda (if any) and finally, the Contractor's quote.

5.37 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this Quote Request shall be made without the prior written approval of the Parish. If any additional work is performed by the Contractor without such written approval, the cost of the work will be borne solely by the Contractor and will not be reimbursed by the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract and/or change order.

5.38 Substitution of Personnel

The Parish intends to include in any contract resulting from this Quote Request the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's quote.

5.39 Governing Law

All activities associated with this Quote Request process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this Quote Request. Jurisdiction and venue for any suit filed in connection with this Quote Request process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

5.40 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.41 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.42 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.43 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.44 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

ATTACHMENT "A"

Quote Pricing Sheet

Covington Library Exterior Renovations

Quote# 24-4-1

Contractor agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Contractor agrees that no work is to commence under any circumstance until the Contractor is provided a notice to proceed by the Parish.

Contractor must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging.

The Contractor acknowledges receipt of the following:

ADDENDA: _____

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total quote amount (Dollars): \$ _____

Total quote amount (Written): _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

ATTACHMENT A - PROJECT SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Covington Library – Exterior Renovations, St. Tammany Parish Government Project No. 21-076 | BKA Project No. 2111.

1. Project Location: 310 W. 21st Avenue, Covington, LA.

B. Owner: St. Tammany Parish Government.

C. Architect: Blich Knevel Architects, LLC.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Civil Engineers: Fairway Consulting + Engineering, LLC.

E. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Architectural, Engineering, and Landscape services for the renovation to the grounds around Covington Library.
2. Refer to Section 012300 "Alternates" for description of the alternate scope of work.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways, and Entrances: Keep driveways, parking spaces, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours:
 1. Limit work on-site to working hours allowed by the St. Tammany Parish Government.

- a. All work shall be done so as not to disrupt Owner's normal operation and any special events scheduled at the site.
 - a. Refer to Drawings for additional requirements.
 2. Limit work within the existing buildings to normal business working hours of 8 a.m. to 4 p.m., Monday through Friday, unless otherwise indicated or approved by Owner in advance. When work is required within existing buildings, notify Owner at least 24 hours in advance so as not to interrupt school's operation.
- C. Existing Access to and from Project Site:
1. Maintain all emergency building exits during construction; provide temporary exit signs when exit routes require temporary alterations.
 2. Maintain access to all roadways, sidewalks or other public ways, unless permit is obtained from the St. Tammany Parish Government.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than three (3) days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Existing Life Safety Systems Interruptions: Do not interrupt life safety systems, including but not limited to fire water main and sprinkler systems and fire alarm systems, serving facilities occupied by Owner or other unless permitted under the following conditions and then only after providing temporary services according to requirements indicated:
1. Notify Architect and Owner not less than seven (7) days in advance of proposed life safety systems interruptions.
 2. Obtain Owner's written permission before proceeding with life safety systems interruptions.
- F. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
1. Notify Architect and Owner not less than three (3) days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- G. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site and on Owner's property is not permitted.
- H. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- I. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list daily of approved screened personnel on site.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to the base bid amount if the Owner decides to accept a corresponding change in the amount of construction to be completed as described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost for each alternate is the net addition to the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Existing irrigation lines replacement.
 - 1. Description: Replace existing irrigation lines within landscaped areas.

END OF SECTION 012300

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions (ASI)".
 - 1. The Contractor shall carry out the Work described in the ASI without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with the instructions given in the ASI indicates Contractor's acknowledgment that there will be no change in the Contract Sum or Contract Time.
 - 2. If Contractor determines that a change in the Contract Sum or Contract Time is warranted, Contractor shall notify Architect in writing within seven (7) calendar days from the issue date of the ASI and shall not proceed with carrying out the Work.
 - 3. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - 3. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 4. Closeout Costs. Include separate line items for Project closeout requirements.
 - 5. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each line item included in Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of required permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Initial progress report.
 9. Report of preconstruction conference.
- G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706 – “Contractor’s Affidavit of Payment”.
 4. AIA Document G706A – “Contractor’s Affidavit of Release of Liens”.
 5. AIA Document G707 – “Consent of surety to Final Payment”.
 6. Evidence that claims have been settled.
 7. Final meter readings for utilities and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 8. Final liquidated damages settlement statement, if any.

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PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General coordination procedures.
 2. RFIs.
 3. Digital project management procedures.
 4. Project meetings.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Project closeout activities.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Owner name.
 2. Owner's Project number.
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.
1. RFI form shall be uploaded with attachments in PDF format to Project Website.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five working days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each project progress meeting. Use software log that is part of web-based Project management software.
- F. On receipt of Architect's action, immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's BIM model or CAD drawing digital data files for Contractor's use during demolition/construction.
- B. Web-Based Project Management Software Package: Use Architect's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
 1. Web-based Project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - c. Tracking of contract modifications.
 - d. Distributing meeting minutes.
 2. Architect shall provide software training at mutually agreed upon site for Project Web site users.
 3. On completion of Project, Architect will provide one each complete archive copy(ies) of Project Web site files to Owner and to Contractor in a digital storage format acceptable to Architect, but only upon written request by Owner and/or Contractor.
 4. Contractor, subcontractors, and other parties granted access by Architect to Project Web site shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction (predemolition) conference before starting construction (demolition), at a date and time convenient to Owner and Architect.
 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Use of web-based Project software.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at bi-weekly intervals unless otherwise agreed to by Owner and Architect.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Sequence of operations.
 - 2) Status of submittals.
 - 3) Deliveries.
 - 4) Access.
 - 5) Site use.
 - 6) Temporary facilities and controls.
 - 7) Progress cleaning.
 - 8) Quality and work standards.
 - 9) Status of correction of deficient items.
 - 10) Field observations.
 - 11) Status of RFIs.
 - 12) Status of Proposal Requests.
 - 13) Pending changes.
 - 14) Status of Change Orders.
 - 15) Pending claims and disputes.
 - 16) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
- B. Event: The starting or ending point of an activity.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Prepare bar-chart type construction schedule complying with the following requirements.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. As the Work progresses, indicate final completion percentage for each activity.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- E. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals:** Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals:** Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files. Name PDF file with submittal number and revision number, if applicable.

1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently. Partial submittals will be returned to Contractor unreviewed by Architect unless partial submittals for portions of the Work are specifically indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- D. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- E. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Test and Research Reports: Refer to Section 014000 "Quality Requirements", Article 3.1 for acceptable testing agencies.
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.

g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it through project web-based software site.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
 - a. Approved.
 - 1) Fabrication/installation may be undertaken. Approval does not authorize changes to the Contract Sum or Contract Time.

- b. Approved as Corrected.
 - 1) Fabrication/installation may be undertaken. Approval does not authorize changes to the Contract Sum or Contract Time.
 - c. Revise and Resubmit.
 - 1) Fabrication and/or installation may not be undertaken. In resubmitting, limit corrections to items marked.
 - d. Rejected.
 - 1) Fabrication and/or installation may not be undertaken. In resubmitting, limit corrections to items marked.
 - e. Review and/or approval neither extends nor alters any contractual obligations of the Architect or Contractor.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will only be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings: For integrated exterior mockups.

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports and documents as specified.
- E. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Testing and Inspecting Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform. Refer to Article 3.1 for list of acceptable testing agencies.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Engage a qualified testing agency to perform quality-control services.
 - a. Refer to Article 3.1 for list of acceptable testing agencies.
 - b. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Provide services required to document in-place measurements of clearing and stripping as well as backfill and compaction as described in Section 312001 "Earthwork for Building Foundations".
 5. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 6. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 7. Do not perform duties of Contractor.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

COMPANY	ATTENTION	ADDRESS	PHONE	EMAIL
Ardaman & Associates, Inc.	Robert Rousset	1305 Distributors Row, Suite 1 Jefferson, LA 70123	504-835-2593	rrousset@ardaman.com
Eustis Engineering Services, LLC	John R. Eustis	3011 28 th Street Metairie, LA 70002	504-834-0157	reustis@eustiseng.com
Gulf South Engineering & Testing Inc.	Chad Pochè	2201 Aberdeen Street, Suite B. Kenner, LA 70062	504-305-4401	CPoche@gulfsoutheng.com
Professional Service Industries, Inc.	Ayodele Love	724 Central Avenue Jefferson, LA 70121	504-733-9411	Ayodele.love@psiusa.com
Southern Earth Sciences, Inc.	Ken J. Meyn	725 South Genois Street New Orleans, LA 70119	504-486-5595	kmeyn@soearth.com

Stratum Engineering, LLC	Tony Y. Maroun	585 Johnny F. Smith Avenue Slidell, LA 70460	985-643-1160	tmaroun@stratumengr.com
Terracon Consultants, Inc.	Zack "Lem" Dial	524 Elmwood Park Boulevard, Suite 170 New Orleans, LA 70123	504-818-3638	Lem.dial@terracon.com

3.2 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.3 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction (demolition) operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, tree and plant protection fencing, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum **2-inch (50-mm)**, **0.148-inch- (3.8-mm-)** thick, galvanized-steel, chain-link fabric fencing; minimum **6 feet (1.8 m)** high with galvanized-steel pipe posts; minimum **2-3/8-inch- (60-mm-)** OD line posts and **2-7/8-inch- (73-mm-)** OD corner and pull posts, with **1-5/8-inch- (42-mm-)** OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard color.
 - 1. Provide privacy screen at temporary chain-link fencing.
 - 2. All privacy screening shall be "blank" with no graphics or lettering of any kind.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 2. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 3. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial

Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As indicated on Drawings or as required to enclose entire Project site or portion determined sufficient to accommodate construction operations .
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction or demolition work.

1.2 DEFINITIONS

- A. Plant Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction (demolition) and defined by the area extended 4 feet beyond the trees drip line.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction (demolition) materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements: Previously used materials may be used when approved by Architect.
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with **2-inch (50-mm)** maximum opening in pattern and supported by tubular or T-shape galvanized-steel posts spaced not more than **96 inches (2400 mm)** apart. High-visibility orange color.
 - a. Height: **48 inches (1200 mm)**.
 - 2. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- B. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction (demolition) areas or generated by construction (demolition) activity do not enter or cross protection zones.

3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction (demolition) materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas except by entrance gates.
 - 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect.

- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction (demolition) operations are complete and equipment has been removed from the site.

3.4 EXCAVATION

- A. Trenching within Protection Zones: Where trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere trenching operations. Cut roots as required for root pruning.
- B. Do not allow exposed roots to dry out before placing permanent backfill.

3.5 ROOT PRUNING

- A. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by demolition activities. Prune branches as directed by arborist.
 - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- B. Cut branches with sharp pruning instruments; do not break or chop.
- C. Do not paint or apply sealants to wounds.
- D. Chip removed branches and dispose of off-site.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction (demolition) operations, in a manner approved by Architect.
 - 1. Submit details of proposed root cutting and tree and shrub repairs.
 - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 3. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 - 4. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Progress cleaning.
 - 3. Protection of installed construction.
 - 4. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.

1.2 QUALITY ASSURANCE

- A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning building demolition and sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction (demolition). Coordinate with authorities having jurisdiction.

3.3 PROGRESS CLEANING

- A. Clean Project site and work areas regularly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible materials and debris.
 - 2. Containerize hazardous and unsanitary demolition/waste materials separately from other demolition/waste materials. Mark containers appropriately and dispose of legally, according to regulations.
- B. Waste Disposal: Do not bury or burn demolition/waste materials on-site. Do not wash demolition/waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Complete startup and testing of systems and equipment.
 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 3. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 4. Complete final cleaning requirements.
 5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of

unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect and by uploading to web-based project software site.
- D. Warranties in Paper Form: In addition to warranties in electronic file, provide warranties in paper form as follows:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory manuals.
 2. Systems and equipment operation manuals.
 3. Systems and equipment maintenance manuals.
 4. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
1. Submit on digital media acceptable to Architect and by uploading to web-based project software site. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
 - a. Manuals shall be searchable PDFs of all information.

1.4 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and one set of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files and one paper copy of Project's Specifications, including addenda and Contract modifications.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor with one set of digital data files in PDF format of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 3. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file and paper copy.
 1. Architect will furnish Contractor with one set of digital data files in PDF format of the specifications for use in recording information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:**
 - 1. Demolition and removal of selected site elements.
- B. Related Requirements:**
 - 1. Section 011000 "Summary" for use of the premises and phasing requirements.
 - 2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.

1.2 DEFINITIONS

- A. Remove:** Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage:** Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

1.3 MATERIALS OWNERSHIP

- A.** Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data:** For refrigerant recovery technician.
- B. Proposed Protection Measures:** Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property[, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 - 1. **Adjacent Buildings:** Detail special measures proposed to protect adjacent buildings to remain.
- C.** Schedule of selective demolition activities with starting and ending dates for each activity.
- D.** Predemolition photographs or video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.

- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Inventory and record the condition of items to be removed and salvaged or reinstalled.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

- a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off utilities with utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 4. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 5. Do not start demolition work until utility disconnecting and sealing have been completed.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 4. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Use of cutting torches is prohibited.
4. Dispose of demolished items and materials promptly.
5. Existing construction or items within the area affected by the work that are damaged during construction shall be replaced or repaired at Contractor's expense. All repairs shall blend neatly with remainder of existing areas.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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APPENDIX A

REFERENCE DOCUMENTS

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APPENDIX A – REFERENCE DOCUMENTS

The following documents are being issued for Bidder/Contractor's reference of existing conditions only. These documents are not part of the Scope of Work but are for contractor's use in coordinating the work for this Project. Differences may exist between these documents and actual existing conditions. The Owner, Architect and Architect's consultants make no representation regarding the accuracy or completeness of these documents. Bidder/Contractor shall be responsible for determining if any conflicts exist between these documents and the actual field conditions and the current construction contract documents.

- A. Pages from Original Construction Drawings:
 - a. Prepared by N-Y Associates, Inc.
 - i. Drawing Filename: *2111-19860813_Pages from Original Construction Documents*

- B. Covington Library Renovation Drawings:
 - a. Prepared by Burgdahl & Graves Architects
 - i. Drawing Filename: *2111-20180323_Covington Library Renovation*

END OF APPENDIX A

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Attachment B

Bond No.: _____

**CONTRACT AGREEMENT
BETWEEN PARISH AND CONTRACTOR**

BY: ST. TAMMANY PARISH GOVERNMENT	UNITED STATES OF AMERICA
WITH:	STATE OF LOUISIANA ST. TAMMANY PARISH

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

1. SCOPE OF SERVICES

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

«txtScopeSummary»

2. CONSTRUCTION DOCUMENTS

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

3. TIME FOR COMPLETION

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

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

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

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened _____,
(Name of Attorney in Fact)
herein acting for _____, a corporation organized
(Surety)
and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond

shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example, workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said surety agrees and is bound to so perform the Contract and make said payment(s).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

6. LIABILITY AND INDEMNIFICATION

A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

D. Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents,

employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following

order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

7. MODIFICATION OF CONTRACT TERMS

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

8. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;

- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period.

The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D.** Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

- E.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- G.** As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

9. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

10. AUTHORITY TO ENTER CONTRACT

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

Bond No.: _____

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterpart, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

CONTRACTOR:

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

Date

Bond No.: _____

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT:**

Signature

Print Name

Signature

Print Name

Michael B. Cooper
Parish President

Date

APPROVED BY:

Assistant District Attorney
Civil Division

Date

(Surety)

Signature

Print Name

ATTACHMENT “C”

“Omitted”



INSURANCE REQUIREMENTS*

Construction Project: Covington Library Exterior Renovations

Project/Quote/Bid#: 24-14-1

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

- 1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.

- 2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any auto;
 - or**
 - b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.

- 3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.

- 4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

7. **Owners Protective Liability (OPL)** shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

8. **Builder's Risk Insurance** written on an "all-risk" policy form shall be furnished by Contractor for 100% of the contract cost. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

9. **Installation Floater Insurance**, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

1. That affiant is appearing on behalf of _____, who is seeking a public contract with St. Tammany Parish Government.

2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____

Title: _____

Entity name: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.**

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

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

Printed Name: _____
Title: _____
Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.**

Notary Public

Attachment F

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____ INCORPORATED, DULY NOTICED AND HELD ON _____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
 - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
 - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
 - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
 - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email riskman@stpgov.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:
Contract #:

(Name St. Tammany Parish Government as an additional insured).

CERTIFICATE HOLDER**CANCELLATION**St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

St. Tammany Parish Government Covington Library Exterior Renovations



CONSTRUCTION DOCUMENTS

310 W 21st Avenue, Covington, LA 70433

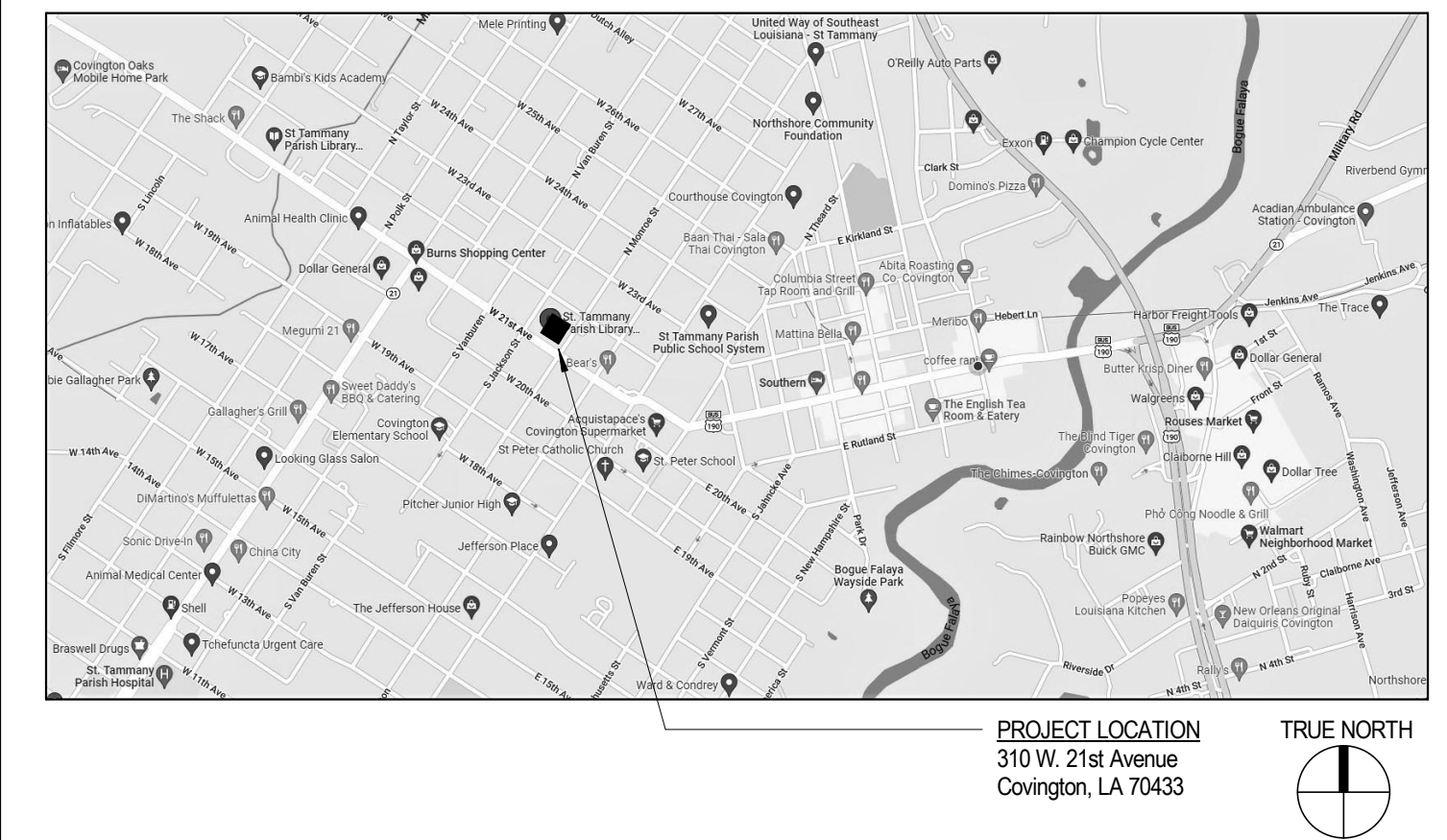


Project No. : CN 2111
07/15/2022

MATERIAL LEGEND

	BRICK		GRAVEL, CRUSHED STONE		EARTH
	BATT INSULATION		METAL IN SECTION		GYPSUM BOARD
	CMU		MORTAR, GROUT, SAND		FIRE PROOFING
	CONCRETE		PLYWD		FIREPROOFING, SPRAY-ON
	(E) CONC		RIGID INSULATION		STL
	ROUGH LUMBER / BLOCKING (DISCONTINUOUS)		ROUGH LUMBER / BLOCKING (CONTINUOUS)		WOOD

VICINITY MAP



INDEX OF DRAWINGS

Sheet Number	Sheet Name
GENERAL	
G-001	COVER, GENERAL NOTES, & INDEX OF DRAWINGS
G-101	SITE PLAN
SURVEY/MAPPING	
V-001	SURVEY
CIVIL	
C-1	SITE PLAN
C-2	DRAINAGE PLAN
C-3	STANDARD DETAILS
C-4	STANDARD DETAILS
LANDSCAPING	
PL-1	LANDSCAPE PLAN
PL-2	LANDSCAPE PLAN

GENERAL CODE INFORMATION

APPLICABLE CODES	
INTERNATIONAL BUILDING CODE (2021)	NFPA 101 - LIFE SAFETY CODE (2015)
INTERNATIONAL PLUMBING CODE (2021)	NFPA 1 - FIRE CODE (2015)
INTERNATIONAL MECHANICAL CODE (2021)	NFPA 13 FOR SPRINKLERS (2013)
NATIONAL ELECTRICAL CODE (2020)	2010 ADAAG
CODE OF ORDINANCES CITY OF COVINGTON	

ZONING - CITY OF COVINGTON - ID - INSTITUTIONAL DISTRICT

LOTS 1-10 - SQUARE 213
FLOOD ZONE A1 + B
IN ALL ZONING DISTRICTS, A TREE-CUTTING PERMIT SHALL BE REQUIRED PRIOR TO REMOVAL OF ANY TREE LARGER THAN SIX INCHES DBH. THE PERMIT APPLICATION SHALL INCLUDE A SITE PLAN INDICATING THE REQUIRED YARD SETBACK, STREET AND BUFFER PLANTING AREAS, AND THE LOCATION, SPECIES, AND SIZE OF ANY TREES OVER SIX INCHES DBH THAT EXISTS WITHIN THESE AREAS. THE PERMITTEE SHALL REMOVE ALL DEBRIS RELATED TO THE CUTTING. THE PERMIT SHALL BE ISSUED BY THE BUILDING PERMIT DEPARTMENT AND SAID PERMIT SHALL BE ISSUED PURSUANT TO APPLICATION BEING MADE BY THE OWNER OR OWNER'S AGENT ON SUCH FORM AS SPECIFIED BY THE CITY OF COVINGTON. THE FEE FOR A TREE REMOVAL PERMIT SHALL BE DUE AT THE TIME OF ISSUANCE OF THE PERMIT.
DURING CONSTRUCTION, PLANTING OR OPEN GROUND AREAS SURROUNDING PRESERVED TREES SHALL BE PROTECTED SUFFICIENTLY TO PREVENT EARTH COMPACTION OF THE ROOT ZONE.
IN ADDITION, NO SOIL DISTURBANCE OR COMPACTION, STOCK PILING OF SOIL, OR OTHER CONSTRUCTION MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF HEAVY EQUIPMENT ARE ALLOWED IN THE TREE AND ROOT PROTECTION AREA(S), OR WITHIN THE DRIP LINE OF TREES TO BE RETAINED.
NO ROPES, SIGNS, WIRES, UNPROTECTED ELECTRICAL INSTALLATION OR OTHER DEVICE OR MATERIAL, SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.
TOXIC CHEMICALS, GAS, SMOKE, SALT BRINE, OIL OR OTHER INJURIOUS SUBSTANCES SHALL NOT BE STORED OR ALLOWED TO SEEP, DRAIN OR EMPTY WITHIN THE DRIP LINE OF TREES OR SHRUBS IN THE TREE AND ROOT PROTECTION AREA.
EXCEPT FOR SIDEWALKS AND CURB AND GUTTER, NO PAVING WITH CONCRETE, ASPHALT OR OTHER IMPERVIOUS MATERIAL WITHIN THE DRIP LINE OF TREES TO BE RETAINED SHALL BE ALLOWED.
PROTECTIVE FENCING SHALL REMAIN IN PLACE THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. FAILURE TO MAINTAIN THE PROTECTIVE FENCING SHALL RESULT IN A STOP WORK ORDER.
ALL LIVE OAK TREES MEASURING SIX INCHES DBH OR GREATER WITHIN THE CITY OF COVINGTON SHALL BE PROTECTED DURING CLEARING AND CONSTRUCTION AS FOLLOWS: A BARRIER FENCE OF ACCEPTABLE MATERIALS SHALL BE ERRECTED AT THE OUTSIDE EDGE OF THE DRIP LINE. INFORMATION ABOUT ACCEPTABLE MATERIALS IS AVAILABLE FROM THE BUILDING PERMITS OFFICE. THIS FENCING SHALL BE MAINTAINED THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS.

ABBREVIATION LIST

A A/C air condition A/E Architect/Engineer ACT acoustical ceiling tile ADDL additional ADDM addendum ADJ adjustable AFC above finished counter AFF above finished floor AFG above finished grade AFS above finished slab ALT alternate ALUM aluminum APPD approved APT apartment AP acoustic panel ASC above suspended ceiling B BB baseboard BLDG building BLT borrowed light BLW below BPL base plate BO bottom of BOS bottom of steel C CB catch basin CB construction bulletin CF/CI contractor furnished, contractor installed CF/IOI contractor furnished, owner installed CF/VI contractor furnished, vendor installed CG corner guard CIP cast-in-place CJ control joint CNJ construction joint D DEM demolition DEPT department DF drinking fountain DIA diameter DPA decorative panel DR door DR FR door frame DTL detail DS downspout DW dishwasher DWG drawing E EIFS exterior insulation & finish system EL elevation EJ expansion joint ELEC electric, electrical ELEV elevator EP epoxy EPS expanded polystyrene board EQ equal ETR existing to remain EXIST existing EXP expand, expansion EXT exterior F FAC female F filter FA fire alarm FA fluid applied FAB fabric FC file cabinet FD floor drain FE fire extinguisher FEC fire extinguisher cabinet FHC fire hose cabinet FLR floor FM factory mutual FM floor mat FO finished opening FOT face of finish FOS face of stud FP fire protection FPL fireproof FT fire treated, feet, foot FTG footing G GALV galvanized GB grab bar GC general contractor GL glass GLT glass tile GLU/LAM glue laminated wood GR grade, grading GT grout GYP BD gypsum board H HB hose bibb HC hollow core HCP handicapped HM hollow metal HORIZ horizontal HSKP housekeeping HGT height HVT heating, ventilating & air conditioning HW hot water HWY highway I ID inside diameter INSUL insulation INT interior J JS janitor sink L LAM laminate LAV lavatory LL live load M MAX maximum MC modular carpet tile MECH mechanical MFR manufacturer MICRO microwave oven MIN minimum MIN minute MISC miscellaneous MO masonry opening MS mop sink MTL metal N N north NA not applicable NIC not in contract NO number NM nominal NS no scale NTS not to scale O OC on center OD outside diameter OF/CI owner furnished, contractor installed OF/OI owner furnished, owner installed OF/VI owner furnished, vendor installed OH DR overhead ceiling door OPH opposite hand OPNG opening P PLAM plastic laminate PLYWD plywood PNL panel PREFAB prefabricated PSI pounds per square inch PT paint, painted PTN partition QT quarry tile QTB quarry tile base R RB resilient base RCP reflected ceiling plan RD roof drain REBAR reinforcing steel bars REC recess REF reference REF refrigerator RF resilient flooring REV revision RFS room finish RFS schedule RO rough opening S SAN sanitary SC sealed concrete SC solid core SF square foot SIM similar SS solid surface SST stainless steel ST stain STN stair STNB stone base STRUCT structure T T&M time & materials TEMP temperature TER terrazzo TERB terrazzo base TFF top of finish floor TKBD tackboard TOB top of beam TOC top of concrete TOJ top of joist TOPO topography TOS top of slab, top of steel TYP typical U UNO unless noted otherwise V VENDING machine VERT vertical VFI/CI vendor furnished, contractor installed VFI/OI vendor furnished, owner installed VFI/VI vendor furnished, vendor installed VENR veneer VIF verify in field W W west WI with WO without WC water closet WC wall covering WD wood WDB wood base WDV wood veneer WH water heater WP wall protection, workpoint WT window treatment X XPS extruded polystyrene board (insulated)

SYMBOL LEGEND

CALLOUTS 19 TITLE 1/2" = 1'-0"	VIEW NUMBER VIEW NAME VIEW SCALE	ELEVATION DATUM Level 0'-0"	BUILDING SECTIONS SIM A000	OTHER SECTIONS SIM A2 A4	ELEVATIONS A000	DETAILS A000
TAGS WALL DOOR KEYNOTE REVISION FURNITURE EQUIPMENT WINDOW CASEWORK FINISH PLAN CEILING ROOM PLAN NOTE	GRAPHICS NORTH ARROW DIMENSION REFERENCES TO OBJECT CENTER TO OBJECT FACE OR OTHER GEOMETRY CONSTRUCTION PHASES EXISTING DEMOLITION NEW GRID AND GRID IDENTIFICATION NEW EXISTING					

CERTIFICATION: ARCHITECTURAL

Based on my knowledge, information and belief, and in the exercise of my professional judgement, the following drawings, project manual and specifications making up the contract documents were prepared by BLITCH KNEVEL ARCHITECTS in accordance with our contract with the Owner and, in my professional opinion, are in compliance with applicable federal, state and local ordinances, laws and codes. All other drawings have been prepared by engineering consultants and have been identified under their respective certifications. BLITCH KNEVEL ARCHITECTS is providing administration of the construction contract.

G-001
G-101
V-001

RONALD B. BLITCH, FAIA
Architect

#2523
License No.



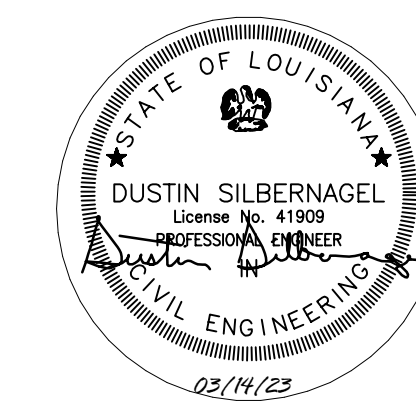
CERTIFICATION: CIVIL

Based on my knowledge, information and belief, and in the exercise of my professional judgement, the following drawings, project manual and specifications making up the contract documents were prepared by FAIRWAY CONSULTING + ENGINEERING and, in my professional opinion, are in compliance with applicable federal, state and local ordinances, laws and codes. FAIRWAY CONSULTING + ENGINEERING is providing administration of the structural portions of the construction contract.

C-1
C-2
C-3
C-4
PL-1
PL-2

Dustin Silbernagel
Professional Engineer

#41909
License No.



GENERAL NOTES

1	PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE CODES OF CITY, PARISH, AND STATE.
2	CONTRACTOR SHALL KEEP PREMISES CLEAN DURING CONSTRUCTION. TRASH NOT ALLOWED TO ACCUMULATE ON SITE DURING CONSTRUCTION. FINAL CLEAN UP AND REPAIR IS A PART OF THE WORK.
3	PERFORM ALL WORK IN ACCORDANCE WITH THE ACCEPTED STANDARDS OF THE TRADES. INSTALL ALL MANUFACTURED ITEMS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS, COMPLETE WITH ALL PLUMBING, MECHANICAL AND ELECTRICAL CONNECTIONS AS REQUIRED FOR A COMPLETE INSTALLATION.
4	FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING THE WORK. SHOULD THE CONTRACTOR FIND, DURING A VISIT TO THE SITE OF CONSTRUCTION, ANY DISCREPANCIES, OMISSIONS, AMBIGUITIES OR CONFLICTS IN OR AMONG THE DRAWINGS, OR BE IN DOUBT AS TO THEIR MEANING, HE/SHE SHOULD IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING BEFORE PROCEEDING
5	DO NOT SCALE DRAWINGS. WHERE DIMENSIONS BETWEEN SMALL SCALE AND DETAIL DRAWINGS DIFFER, DETAIL DIMENSIONS SHALL GOVERN. FIELD VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6	ITEMS AND CONDITIONS NOTED OR DETAILED ARE APPLICABLE AND BINDING TO SIMILAR CONDITIONS ON ALL DRAWINGS. FOR CONDITIONS NOT NOTED OR DETAILED, CONTRACTOR SHALL PROVIDE MATERIALS OF EQUAL QUALITY AND PERFORMANCE TO OTHER SIMILAR CONDITIONS ON THE JOB
7	WHERE THE WORDS "PATCH", "MATCH", "REPAIR", "REPLACE" AND THE LIKE ARE USED, SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT COLORS, TEXTURES, AND FINISHES OF DISTURBED AREAS SHALL MATCH IN ALL RESPECTS. "REPLACE" IS DEFINED AS REMOVE EXISTING AND INSTALL NEW INCLUDING ALL APPROPRIATE ELECTRICAL CONNECTIONS AND WITH MATCHING OR COMPATIBLE EQUIPMENT OR MATERIAL AS SHOWN, SPECIFIED, OR REQUIRED FOR COMPLETE INSTALLATION.
8	PATCH ALL HOLES IN WALLS AND FLOORS, AND REPAIR OR REPLACE ALL EXISTING ITEMS DAMAGED BY THE WORK IN THE AREA AFFECTED BY THE WORK WHETHER OR NOT SPECIFICALLY NOTED ON THE DRAWINGS TO BE REPAIRED.
9	REFER TO STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR NOTES PERTAINING TO THEIR TRADES AND FIELD CHECK AGAINST ANY CONFLICTS BETWEEN DRAWINGS.
10	ALL TRADES SHALL REFER TO ALL SHEETS FOR COORDINATION AND TO DETERMINE SCOPE OF WORK.

CONSULTANTS:
St. Tammany Parish Government
Covington Library Exterior
Renovations

MARK	DATE	OWNER REV
1	03/14/2023	OWNER REV

SHEET ISSUED: 07/15/2022

PROJECT NO.: CN 2111

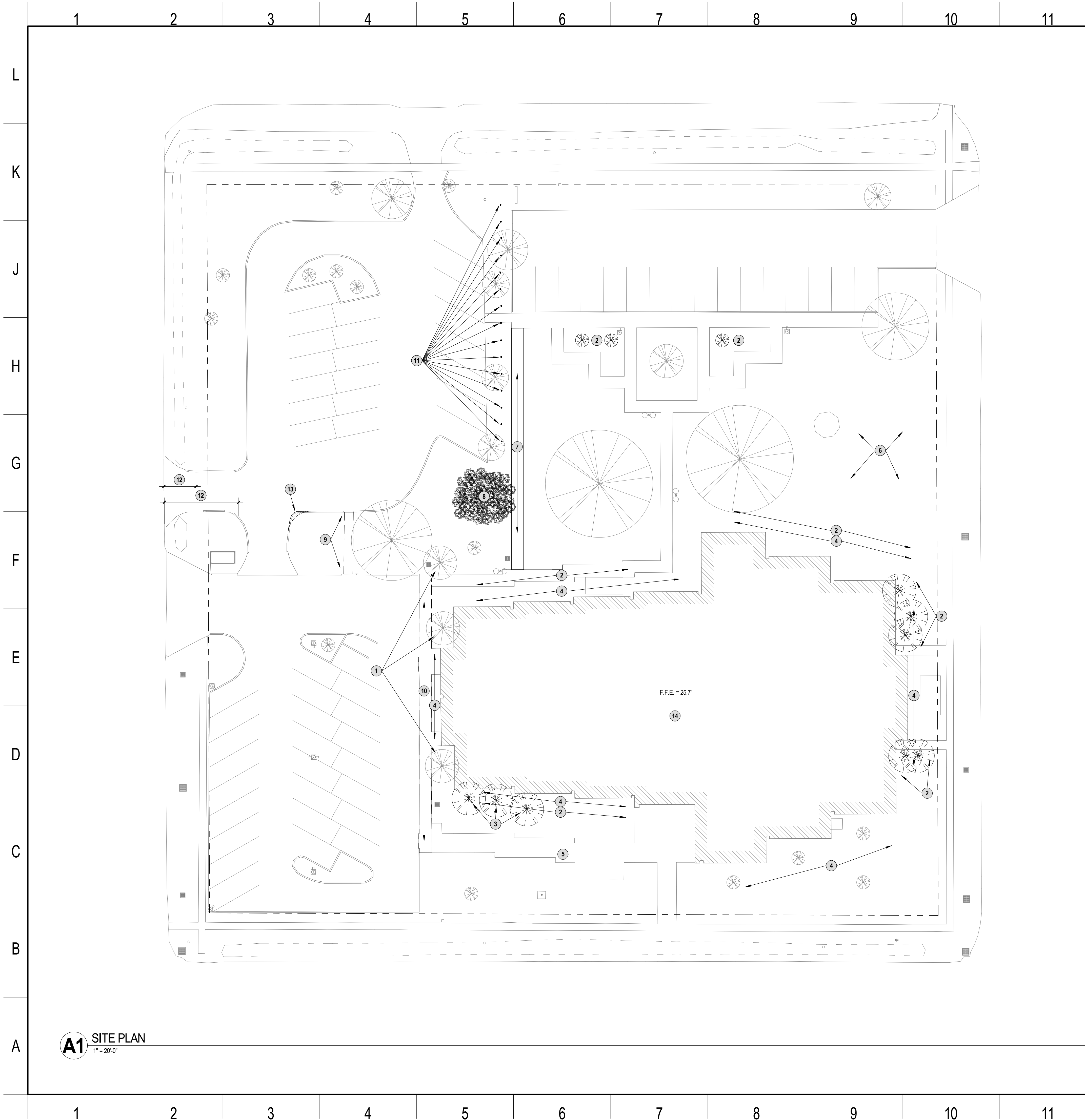
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SHEET TITLE:
COVER, GENERAL
NOTES, & INDEX OF
DRAWINGS

SHEET NUMBER:

G-001

Blitchknevel
ARCHITECTS
LISTEN • DESIGN • DELIGHT
781 ST. CHARLES AVENUE
NEW ORLEANS, LOUISIANA 70130
(504) 584-4684
FAX (504) 384-6726



A1 SITE PLAN
1" = 20'-0"

- ### GENERAL NOTES - SITE ACCESS
- 1 CONTRACTOR SHALL COORDINATE WITH OWNER FOR SITE ACCESS FOR SPECIAL EVENTS THROUGHOUT THE DURATION OF CONSTRUCTION.
 - 2 ACCESS TO PARKING SPACES FOR VISITORS AND STAFF OTHER THAN THOSE DISPLACED BY THIS PROJECT SHALL BE MAINTAINED AT ALL TIMES.
 - 3 PROVIDE TEMPORARY SIGNAGE INDICATING CONSTRUCTION ENTRANCE ONLY AND TRAFFIC CONTROL PERSONNEL AT CONSTRUCTION VEHICLE ENTRANCE AT ALL TIMES WHEN CONSTRUCTION VEHICLES ARE ENTERING OR EXITING THE SITE.
 - 4 PROVIDE AND MAINTAIN A TRACKOUT CONTROL PRACTICE AT CONSTRUCTION SITE EXIT POINTS IN ORDER TO LIMIT DIRT/MUD IN RIGHT-OF-WAYS. IF DIRT/MUD IS TRACKED ONTO ADJACENT STREETS, MEASURES MUST BE TAKEN TO CLEAN IT UP.
 - 5 CONTRACTOR'S PARKING AREA, STAGING AREA, DUMPSTER LOCATION, ETC. TO BE COORDINATED W/ OWNER AND ARCHITECT.
 - 6 CONSTRUCTION DELIVERIES AND ACCESS FOR LARGE VEHICLES MUST BE COORDINATED WITH OWNER PRIOR TO ANY SAID DELIVERIES, ETC.
 - 7 CONTRACTOR TO COORDINATE W/ OWNER FOR TEMPORARY POWER.

- ### GENERAL NOTES - SITE DEMOLITION
- 1 VERIFY ALL EXISTING CONSTRUCTION RELATED CONDITIONS PRIOR TO DEMOLITION AND NEW CONSTRUCTION.
 - 2 COORDINATE EXTENT OF DEMOLITION WITH NEW CONSTRUCTION DRAWINGS. PERFORM ALL NECESSARY DEMOLITION IN ORDER TO FULLY AND PROPERLY INSTALL ALL NEW WORK, REGARDLESS OF WHETHER OR NOT IT IS SHOWN AND/OR NOTED.
 - 3 THE ITEMS IDENTIFIED TO BE REMOVED REPRESENT THE MAJOR ITEMS ONLY. THEY DO NOT IDENTIFY ALL ITEMS TO BE REMOVED. CONTRACTOR TO REMOVE ALL ASSOCIATED APPURTENANCES TO MAJOR ITEMS INDICATED.
 - 4 ARCHITECTURAL DRAWINGS ONLY SHOW PARTIAL EXTENT OF DEMOLITION. REF CIVIL DRAWINGS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
 - 5 CONTRACTOR TO PROTECT EXISTING BUILDING FROM WATER INTRUSION DURING CONSTRUCTION AS REQUIRED.
 - 6 PROTECT ALL EXISTING BUILDINGS AND SITE IMPROVEMENTS, INCLUDING SUBSURFACE DRAINAGE AND SEWER SYSTEMS WITHIN THE CONTRACTOR'S AREA OF WORK. ALL LANDSCAPING, FENCING, ETC. DAMAGED/REMOVED DURING CONSTRUCTION MUST BE REPLACED IN-KIND AT PROJECT COMPLETION.
 - 7 PROTECT ALL VEGETATION AND STRUCTURES, NOT TO BE DEMOLISHED, WITHIN LIMITS OF CONSTRUCTION. REF TEMPORARY TREE AND PLANT PROTECTION SPECIFICATION FOR ADDITIONAL REQUIREMENTS. PROTECTION OF EXISTING TREES IS PIVOTAL TO THIS PROJECT.
 - 8 DIMENSIONS ON DEMOLITION DRAWINGS ARE FOR REFERENCE ONLY AND INDICATE GENERAL EXTENT OF DEMOLITION REQUIRED.
 - 9 EXISTING FENCING + GATES TO REMAIN AND BE MAINTAINED DURING CONSTRUCTION. REPLACE IN KIND IF NECESSARY AT PROJECT CONCLUSION.
 - 10 THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF THE UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF EXISTING UTILITY LOCATIONS CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
 - 11 PRIOR TO FINAL COMPLETION, RESTORE ALL CONSTRUCTION AND/OR EXISTING SITE AND REPAIR ALL SURFACES ADJACENT TO AREAS OF WORK THAT ARE DAMAGED OR DISTURBED DURING THIS PROJECT. ALL REPAIRS SHALL BLEND NEATLY WITH REMAINDER OF EXISTING AREAS. DIRT AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM ALL AREAS OF WORK AND CONSTRUCTION ACCESS. THIS INCLUDES SODDING GRASS AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.

- ### PLAN NOTES - PROJECT SCOPE
- 1 EXISTING CYPRESS TREES TO REMAIN. PROTECT WHILE DEMOLITION AND CONSTRUCTION ACTIVITIES ARE OCCURRING AT THIS LOCATION. REVIEW CYPRESS KNEE REMOVAL WITH ARCHITECT / ENGINEER PRIOR TO CONSTRUCTION OF NEW SIDEWALK AND INSTALLATION OF NEW DRAINAGE.
 - 2 REMOVE ALL LANDSCAPING AROUND BUILDING. PROVIDE NEW LANDSCAPING. PROTECT LIVE OAK TREES. REMOVE ALL JASMINE GROUND COVER. REF LANDSCAPE ARCHITECT.
 - 3 REMOVE TREES IN LANDSCAPE BEDS IN FRONT OF BUILDING. REF CIVIL.
 - 4 ABANDON EXISTING FRENCH DRAINAGE SYSTEM AROUND PERIMETER OF BUILDING. REGRADE AND PROVIDE NEW DRAINS. REF CIVIL.
 - 5 REF CIVIL FOR NEW DRAINAGE. REGRADE AS REQUIRED AFTER INSTALLATION TO MAINTAIN ADA CONFORMANCE.
 - 6 WATER PONDING ON NORTH AND NE SIDE OF BUILDING UNDER OAK TREE. PROVIDE DRAINAGE SOLUTION. REF CIVIL.
 - 7 PROVIDE NEW SIDEWALK FROM BACK PARKING LOT TO BUILDING. REF CIVIL FOR DETAILS. GREAT CARE SHALL BE TAKEN WHEN EXCAVATION AND CONSTRUCTION ACTIVITIES ARE UNDERWAY SO THAT NO DAMAGE IS CAUSED TO THE ADJACENT LIVE OAK TREE OR ITS CRITICAL ROOT ZONE. REF PROJECT MANUAL FOR TEMPORARY TREE AND PLANT PROTECTION SPECIFICATIONS. CONFIRM FINAL LOCATION WITH OWNER PRIOR TO INSTALLATION.
 - 8 REMOVE EXISTING BAMBOO. PROTECT ALL EXISTING ADJACENT TREES NOTED TO REMAIN DURING REMOVAL. REF TEMPORARY TREE AND PLANT PROTECTION SPECIFICATION FOR ADDITIONAL REQUIREMENTS.
 - 9 REMOVE EXISTING WOOD BRIDGE AND PROVIDE NEW CONCRETE SIDEWALK CONNECTING PARKING LOTS. REF CIVIL.
 - 10 REPLACE EXISTING CONCRETE SIDEWALK ON WEST SIDE. INSTALL NEW STORM DRAINAGE BENEATH NEW SIDEWALK CONNECTING EXISTING CATCH BASINS AND EXTENDING OUT TO DITCH ALONG WEST 21st AVE. REF CIVIL.
 - 11 REMOVE EXISTING CHAINLINK FENCE POSTS AND RESTORE GRADE AFTER REMOVAL. DETERMINE IF REMOVAL OF POST FOOTINGS WILL DAMAGE EXISTING ADJACENT TREES. IF REMOVAL OF POST FOOTINGS WILL CAUSE HARM TO TREES, GRIND DOWN POSTS TO FOOTINGS AND RESTORE GRADE TO COVER REMAINING FOOTINGS.
 - 12 REPAIR BROKEN CURB LOCATIONS FOR DRIVEWAY OFF N. JACKSON ST. REF CIVIL.
 - 13 WIDEN EXISTING TURN RADIUS AND REPLACE CURB. REF CIVIL.
 - 14 ALTERNATE 01: REPLACE EXISTING IRRIGATION LINES WITHIN LANDSCAPED AREAS.

Blitchknevel
ARCHITECTS

LISTEN • DESIGN • DELIGHT

7517 ST. CHARLES AVENUE
NEW ORLEANS, LOUISIANA 70130
(504) 584-4684

CONSULTANTS:

St. Tammany Parish Government
Covington Library Exterior
Renovations

310 W 21st Avenue, Covington, LA 70433

1	03/14/2023	OWNER REV
MARK	DATE	DESCRIPTION

SHEET ISSUED: 07/15/2022

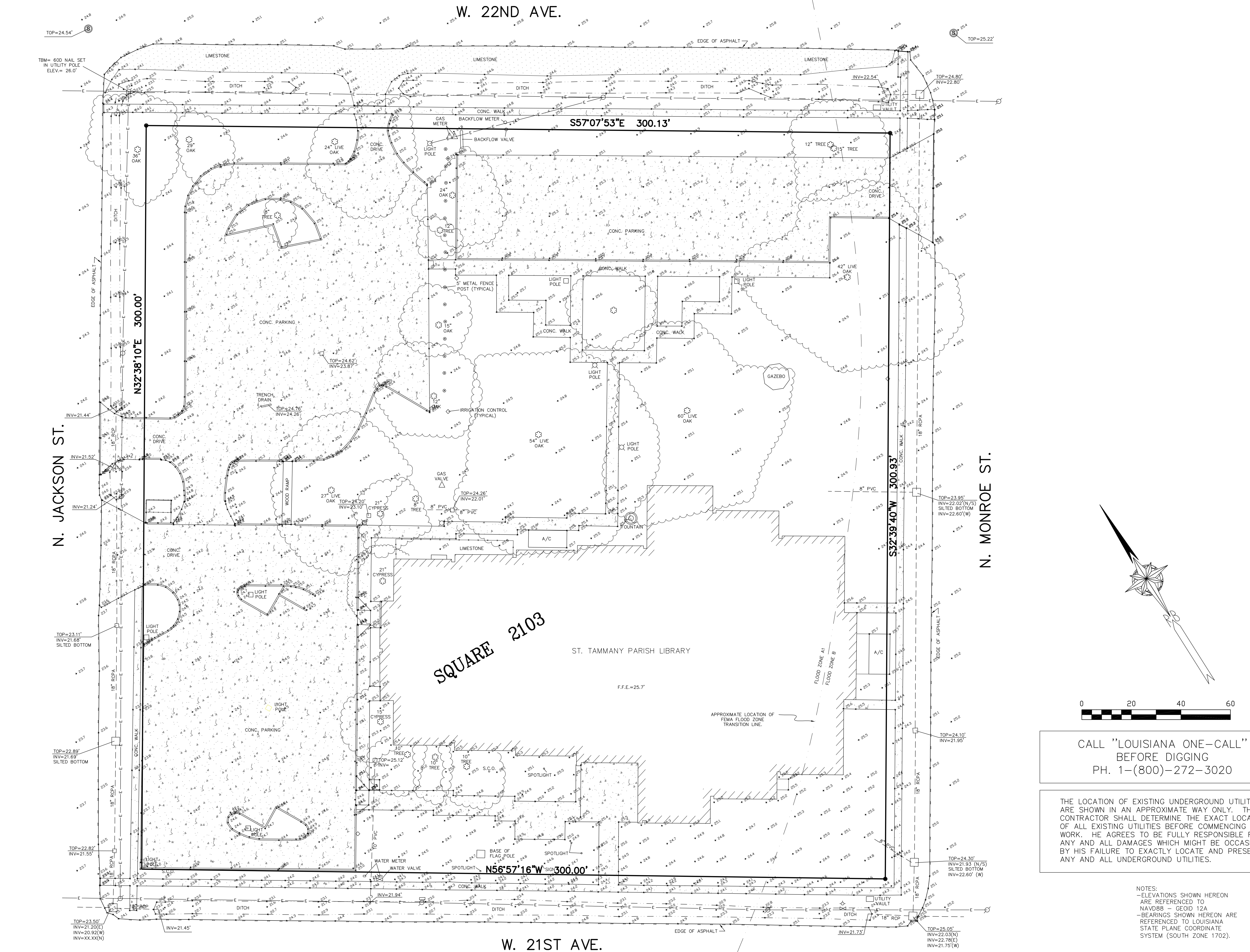
PROJECT NO.: CN 2111

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SHEET TITLE:
SITE PLAN

SHEET NUMBER:
G-101

Topographical Survey of
ST. TAMMANY PARISH LIBRARY
LOTS 1-10 * SQUARE 2103 * DIVISION OF NEW COVINGTON
CITY OF COVINGTON
ST. TAMMANY PARISH, LOUISIANA
W. 22ND AVE.



THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

ADVANCED
 Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04586

Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described is located in a special flood hazard area. It is located in Flood Zone AE-1 & B.

CALL "LOUISIANA ONE-CALL"
 BEFORE DIGGING
 PH. 1-(800)-272-3020

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING ANY WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTES:
 - ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88 - GEOD 12A
 - BEARINGS SHOWN HEREON ARE REFERENCED TO LOUISIANA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE 1702).

● DENOTES 1/2" IRON ROD FIND UNLESS OTHERWISE NOTED.



CONSULTANTS:

St. Tammany Parish Government
Covington Library Exterior Renovations
 310 W 21st Avenue, Covington, LA 70433

1	03/14/2023	OWNER REV
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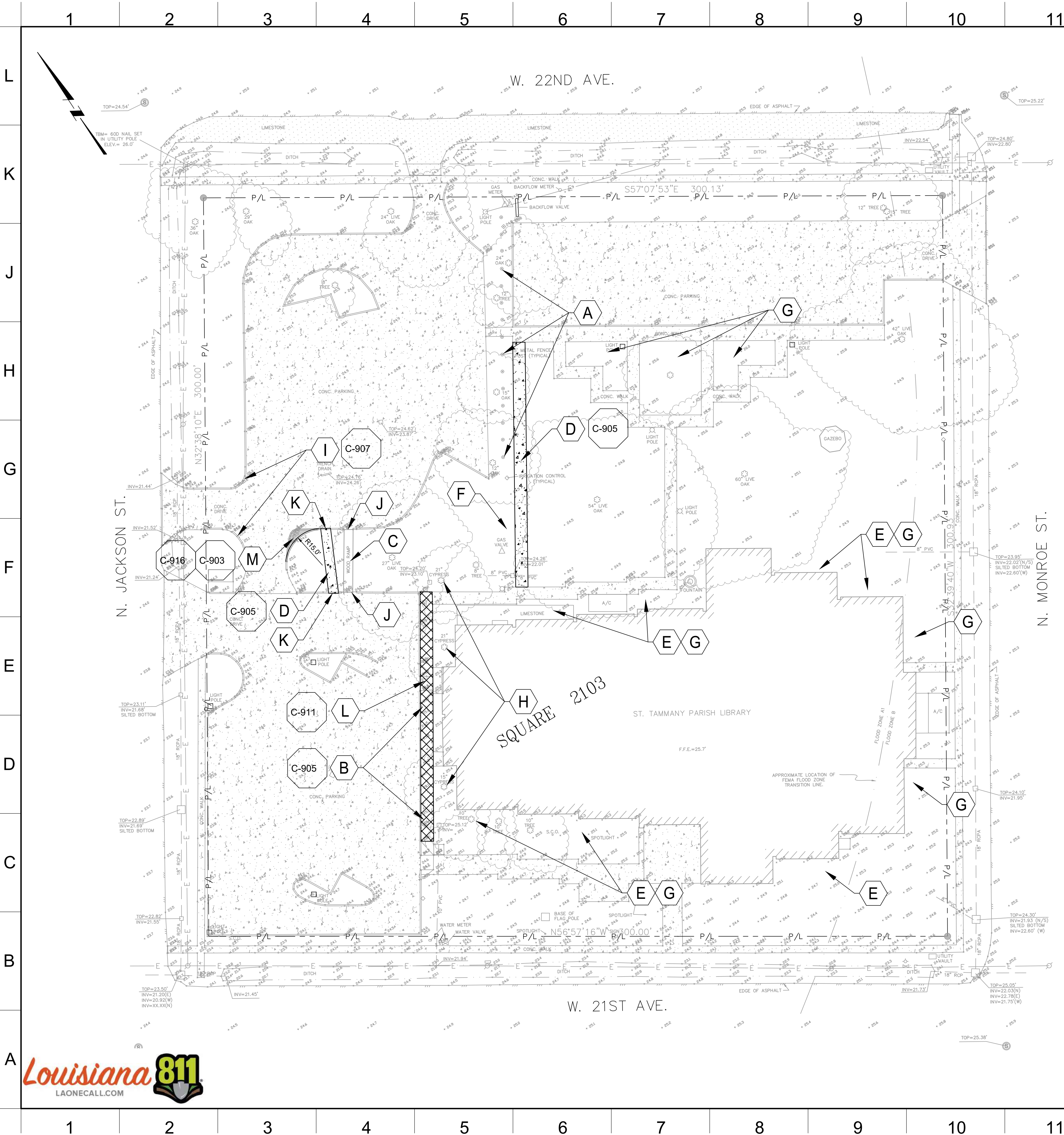
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PROJECT NO.: CN 2111

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SHEET TITLE:
 SURVEY

SHEET NUMBER:
V-001



SITE PLAN NOTES

1. ALL UNSURFACED AREAS DISTURBED BY WORK OF THIS PROJECT SHALL RECEIVE SOD OR SEED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
2. PROPERTY AND TOPOGRAPHIC SURVEY WAS PREPARED ON APRIL 8, 2020 BY RANDALL W. BROWN AND ASSOCIATES, INC.
3. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED FOR PROPOSED IMPROVEMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.
5. EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE OWNER OR ENGINEER PRIOR TO CONSTRUCTION.
6. ALL NECESSARY PERMITS AND APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS, ALL PROPERTY CORNERS, AND REPLACING ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
8. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC.. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
9. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
10. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO THE SAME.
11. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH THE PLANS.
12. ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S STANDARD DRAWINGS.
13. CONTRACTOR SHALL REMOVE PAVEMENT AND CONCRETE IN ACCORDANCE WITH LOUISIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

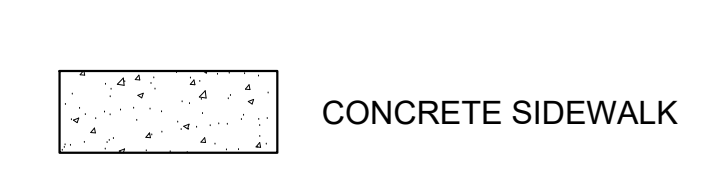
KEY NOTES

- A. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE POST AND RESTORE GRADE AFTER REMOVAL. IF REMOVAL OF POST FOOTINGS WILL DAMAGE EXISTING ADJACENT TREES, CUT POSTS TO FOOTINGS AND RESTORE GRADE.
- B. CONTRACTOR TO REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK INCLUDING ADA RAMPS.
- C. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING WOODEN BRIDGE.
- D. CONSTRUCT NEW 5' WIDE CONCRETE SIDEWALK.
- E. EXISTING TRENCH DRAIN TO BE ABANDONED. CONTRACTOR TO REGRADE LANDSCAPE BEDS TO DRAIN AWAY FROM BUILDING
- F. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING BAMBOO.
- G. CONTRACTOR TO REMOVE EXISTING LANDSCAPING, INCLUDING JASMINE GROUND COVER, AND PROVIDE NEW LANDSCAPING. REFERENCE LANDSCAPE PLAN. CONTRACTOR TO PROTECT EXISTING LIVE OAK TREES.
- H. EXISTING CYPRESS TREES TO REMAIN. CONTRACTOR TO PROTECT WHILE DEMOLITION AND CONSTRUCTION ACTIVITIES ARE OCCURRING AT THIS LOCATION. REVIEW CYPRESS KNEE REMOVAL WITH ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION OF NEW SIDEWALK AND INSTALLATION OF NEW DRAINAGE.
- I. CONTRACTOR TO REMOVE AND REPLACE DAMAGED SECTIONS OF CURB.
- J. INSTALL NEW CURB TO MATCH EX ADJACENT CURB.
- K. REMOVE EX CURB TO INSTALL NEW SIDEWALK.
- L. ADA RAMP
- M. 6" TK. CONCRETE AND PIN-ON CURB

ALTERNATE 1

- M. REPLACE EXISTING IRRIGATION LINES WITHIN LANDSCAPED AREAS.

LEGEND



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NEW ORLEANS, LOUISIANA 70130
(504) 584-4634

CONSULTANTS:

FAIRWAY
CONSULTING + ENGINEERING

St. Tammany Parish Government
Covington Library Exterior
Renovations

310 W 21st Avenue, Covington, LA 70433

MARK	DATE	DESCRIPTION
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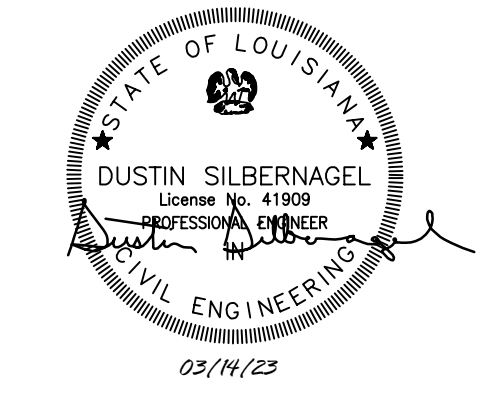
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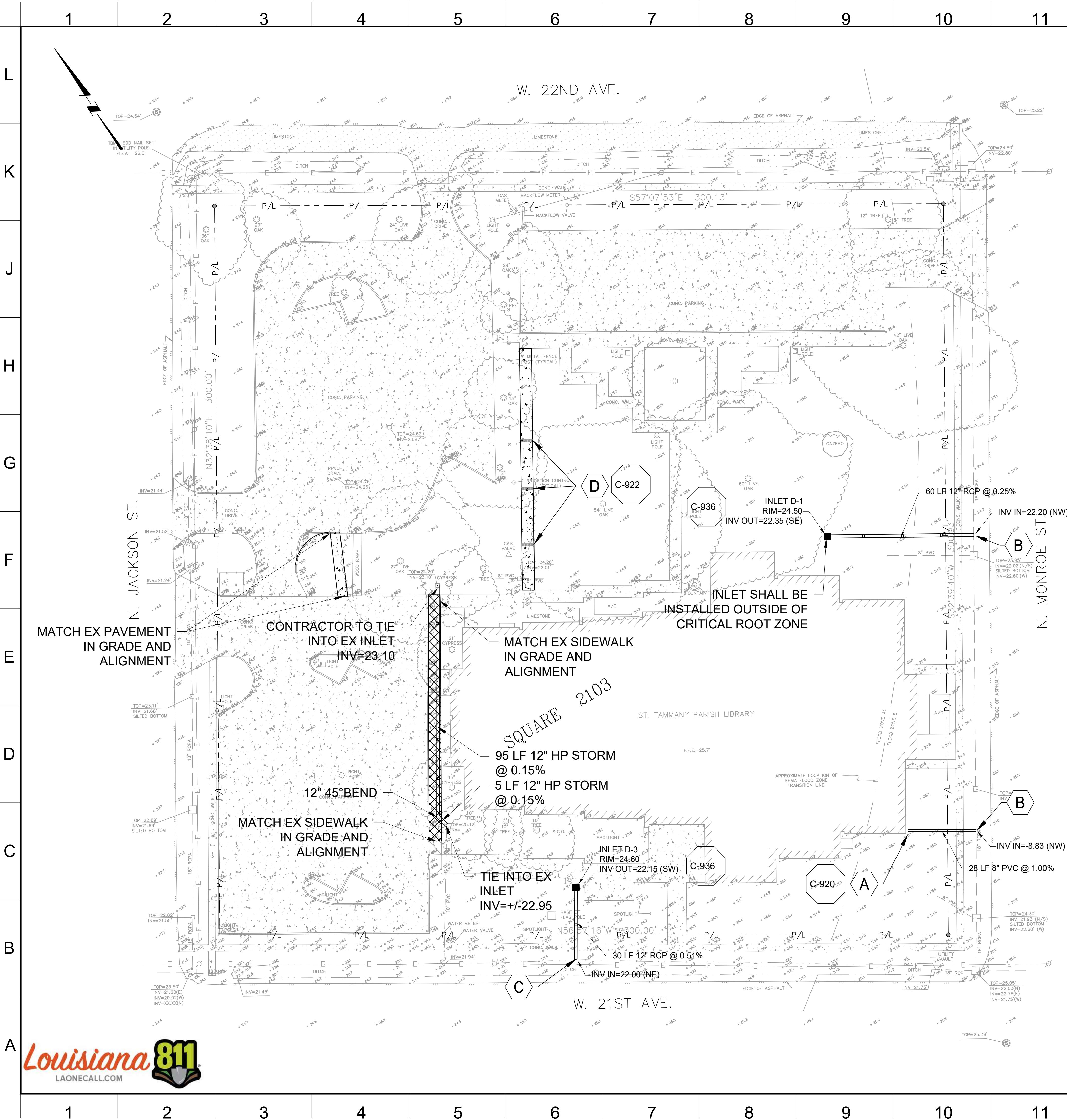
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SHEET TITLE:
SITE PLAN

SCALE IN FEET

SHEET NUMBER:
C-1





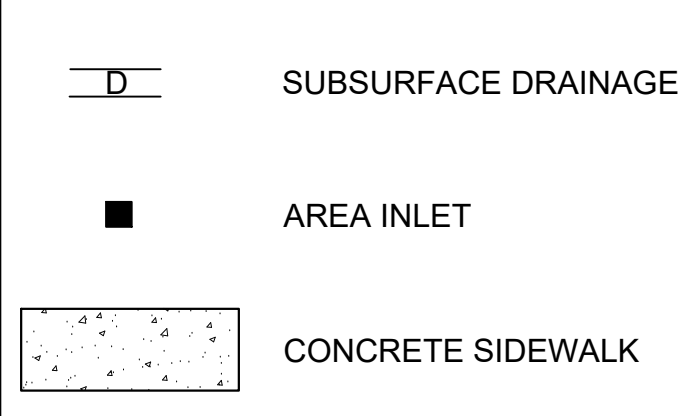
KEY NOTES

- A. CONNECT DOWNSPOUT TO NEW SUBSURFACE STORM PIPE. SEE DETAIL C-920
- B. CONNECT THE NEW STORM PIPE INTO EXISTING STORM PIPE, ENSURING CONNECTION IS WATERTIGHT.
- C. END NEW STORM PIPE AT SIDE BANK OF THE SIDEWALK SIDE OF EXISTING DITCH.
- D. 12" NDS CHANNEL DRAIN OR APPROVED EQUAL. INVERTS TO MATCH EX. GRADE.

GRADING NOTES

1. TOPOGRAPHIC INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY BY RANDALL W. BROWN AND ASSOCIATES, INC. DATED APRIL 8, 2020. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE REQUIRED IMPROVEMENTS SHOWN ON THE PLANS.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, AND ALL UTILITIES PRIOR TO CONSTRUCTION.
5. CLEARING, GRUBBING, AND DEMOLITION LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UNDISTURBED AREAS, ALL PROPERTY CORNERS, AND REPLACING ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
6. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO THE SAME.
7. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ADJACENT BUILDINGS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
8. ALL UNSURFACED AREAS DISTURBED BY WORK OF THIS PROJECT SHALL RECEIVE SOD OR SEED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
9. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARD OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
10. CONTRACTOR TO COORDINATE BENCHMARK LOCATION AND ELEVATION WITH SURVEYOR. ELEVATIONS SHOWN HERON ARE REFERENCED TO NAVD88(GEOID12A).

LEGEND



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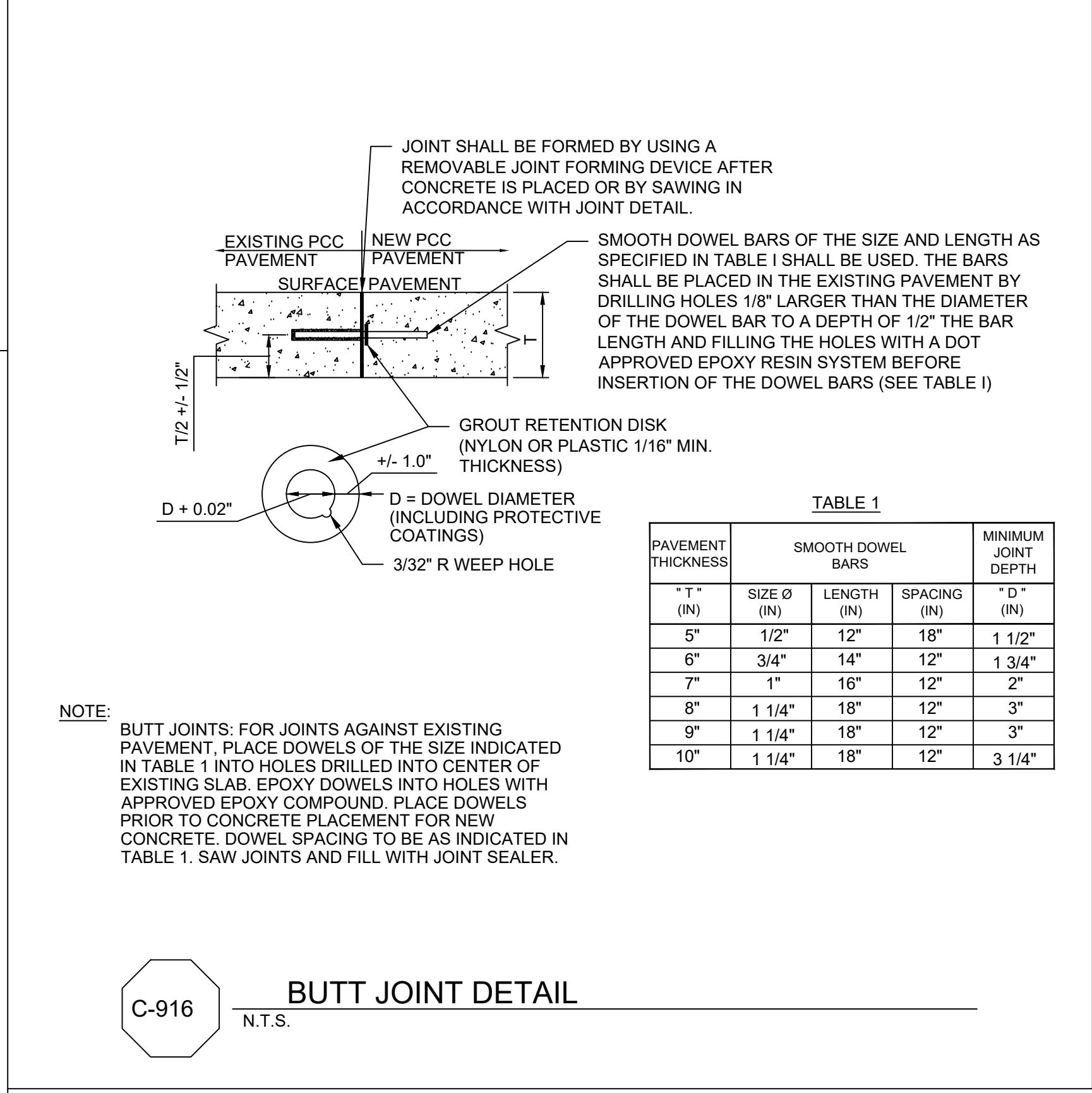
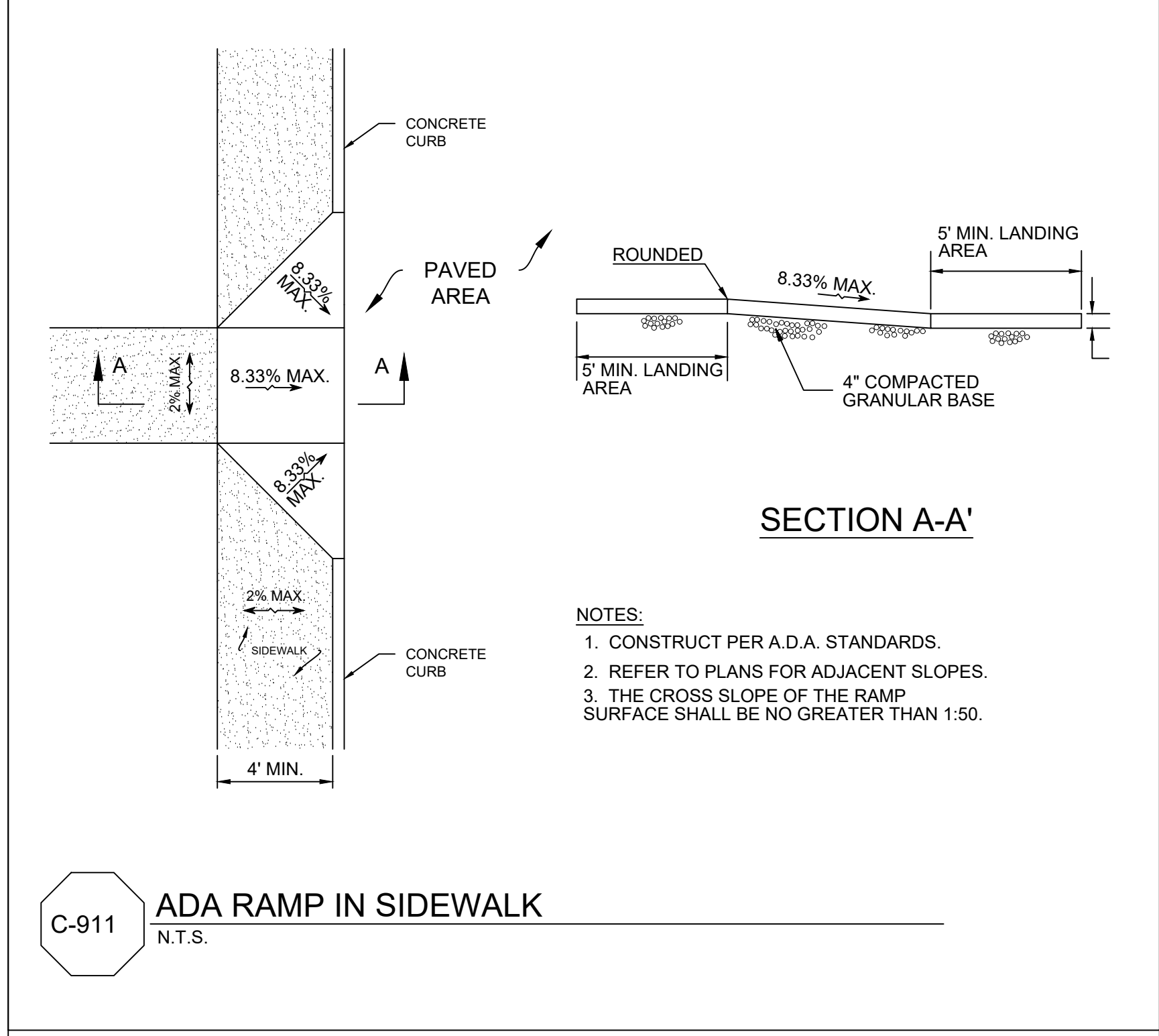
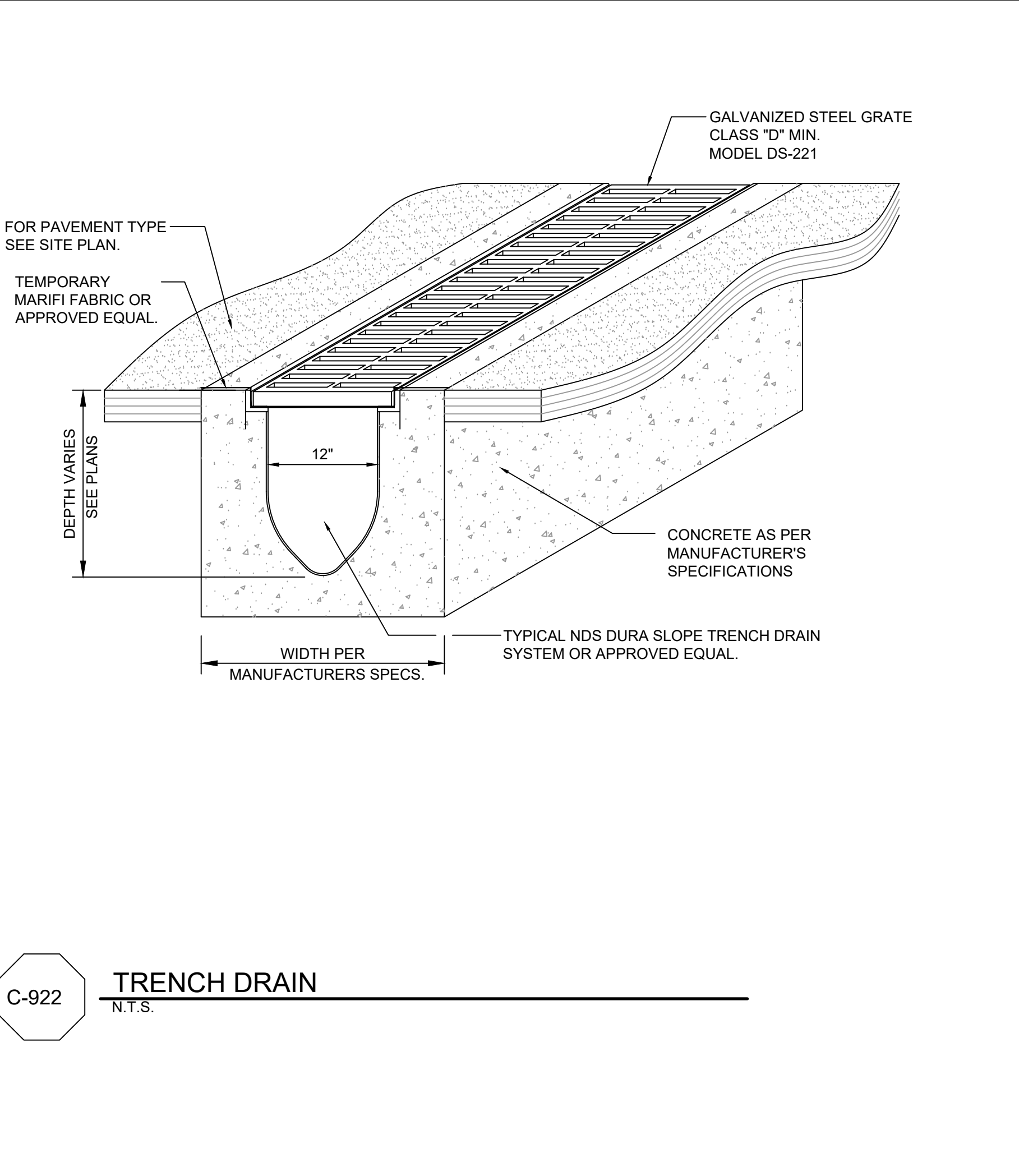
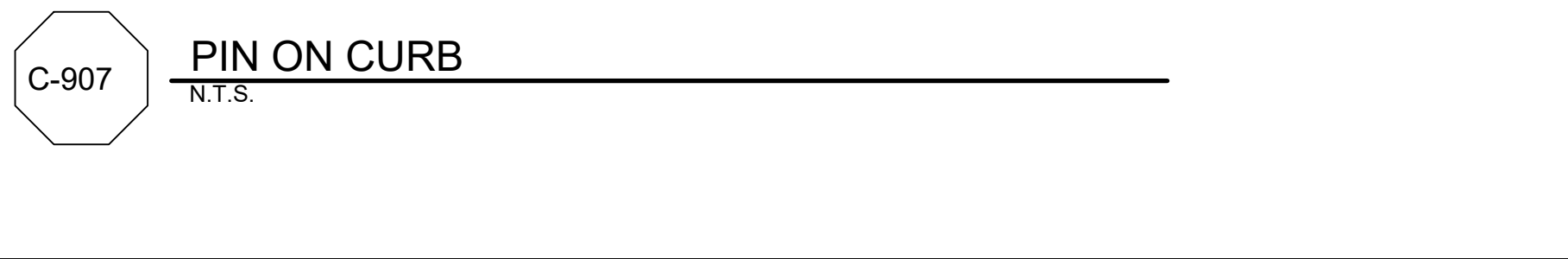
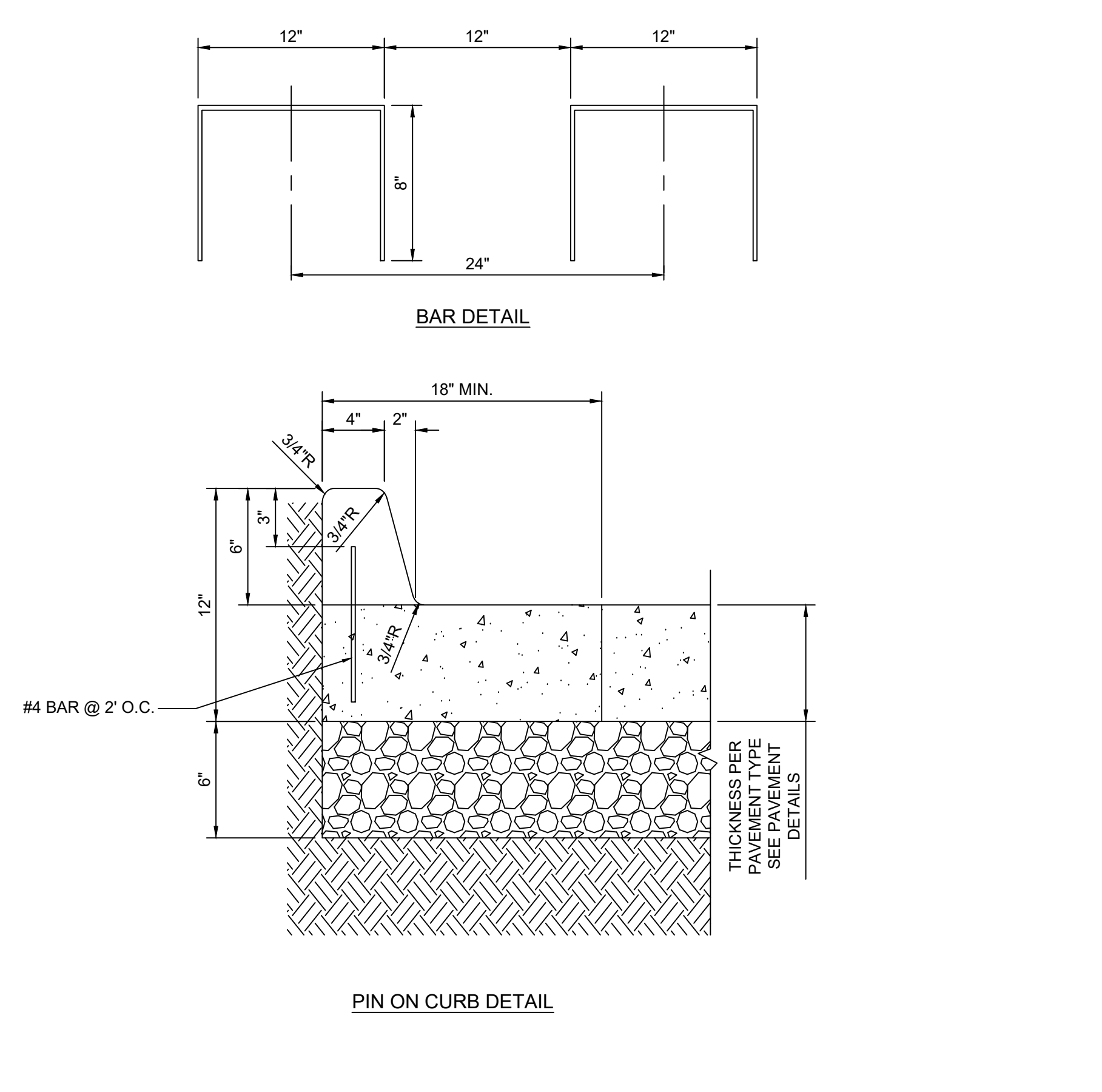
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SHEET TITLE:
DRAINAGE PLAN

SCALE IN FEET

SHEET NUMBER:
C-2



ADS HP STORM 12"-60" PIPE SPECIFICATION

SCOPE
THIS SPECIFICATION DESCRIBES 12- THROUGH 60-INCH (300 TO 1500 MM) ADS HP STORM PIPE FOR USE IN GRAVITY-FLOW STORM DRAINAGE APPLICATIONS.

PIPE REQUIREMENTS
ADS HP STORM PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS.
• 12- THROUGH 60-INCH (300 TO 1500 MM) PIPE SHALL MEET ASTM F2881 OR AASHTO M330
• MANNING'S "N" VALUE FOR USE IN DESIGN SHALL BE 0.012

JOINT PERFORMANCE
PIPE SHALL BE JOINED USING A BELL & SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM F2881 OR AASHTO M330. THE JOINT SHALL BE WATERTIGHT ACCORDING TO THE REQUIREMENTS OF ASTM D3212. GASKETS SHALL MEET THE REQUIREMENTS OF ASTM F477. GASKET SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE, PROTECTIVE WRAP TO ENSURE THE GASKET IS FREE FROM DEBRIS. A JOINT LUBRICANT AVAILABLE FROM THE MANUFACTURER SHALL BE USED ON THE GASKET AND BELL DURING ASSEMBLY. 12- THROUGH 60-INCH (300 TO 1500 MM) DIAMETERS SHALL HAVE AN EXTERIOR BELL WRAP INSTALLED BY THE MANUFACTURER.

FITTINGS
FITTINGS SHALL CONFORM TO ASTM F2881 OR AASHTO M330. BELL AND SPIGOT CONNECTIONS SHALL UTILIZE A WELDED OR INTEGRAL BELL AND VALLEY OR INLINE GASKETS MEETING THE WATERTIGHT JOINT PERFORMANCE REQUIREMENTS OF ASTM D3212.

FIELD PIPE AND JOINT PERFORMANCE
TO ASSURE WATERTIGHTNESS, FIELD PERFORMANCE VERIFICATION MAY BE ACCOMPLISHED BY TESTING IN ACCORDANCE WITH ASTM F1417 OR ASTM F2487. APPROPRIATE SAFETY PRECAUTIONS MUST BE USED WHEN FIELD-TESTING ANY PIPE MATERIAL. CONTACT THE MANUFACTURER FOR RECOMMENDED LEAKAGE RATES.

MATERIAL PROPERTIES
POLYPROPYLENE COMPOUND FOR PIPE AND FITTING PRODUCTION SHALL BE IMPACT MODIFIED COPOLYMER MEETING THE MATERIAL REQUIREMENTS OF ASTM F2881, SECTION 5 AND AASHTO M330, SECTION 6.1.

INSTALLATION
INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. WITH THE EXCEPTION THAT MINIMUM COVER IN TRAFFIC AREAS FOR 12- THROUGH 48-INCH (300 TO 1200 MM) DIAMETERS SHALL BE ONE FOOT (0.3 M) AND FOR 60-INCH (1500 MM) DIAMETER THE MINIMUM COVER SHALL BE 2 FT. (0.6 M) IN SINGLE RUN APPLICATIONS. BACKFILL FOR MINIMUM COVER SITUATIONS SHALL CONSIST OF CLASS 1 (COMPACTED), CLASS 2 (MINIMUM 90% SPD) OR CLASS 3 (MINIMUM 95% MATERIAL. MAXIMUM FILL HEIGHTS DEPEND ON EMBEDMENT MATERIAL AND COMPACTION LEVEL; PLEASE REFER TO TECHNICAL NOTE 2.04. CONTACT YOUR LOCAL ADS REPRESENTATIVE OR VISIT OUR WEBSITE AT WWW.ADS-PIPE.COM FOR A COPY OF THE LATEST INSTALLATION GUIDELINES.

PIPE DIMENSIONS

NOMINAL PIPE I.D. IN (MM)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
AVERAGE PIPE I.D. IN (MM)	12.2 (310)	15.1 (384)	18.2 (462)	24.1 (612)	30.2 (767)	36.0 (914)	42.0 (1067)	47.9 (1217)	59.9 (1521)
AVERAGE PIPE O.D. IN (MM)	14.5 (368)	17.7 (450)	21.4 (544)	28.0 (711)	35.5 (902)	41.5 (1054)	47.4 (1204)	54.1 (1374)	67.1 (1704)
MINIMUM PIPE STIFFNESS* @5% DEFLECTION #IN./IN. (KN/M ²)	75 (517)	60 (414)	56 (386)	50 (345)	46 (317)	40 (276)	35 (241)	35 (241)	30 (207)

*MINIMUM PIPE STIFFNESS VALUES LISTED; CONTACT A REPRESENTATIVE FOR AVERAGE VALUES.



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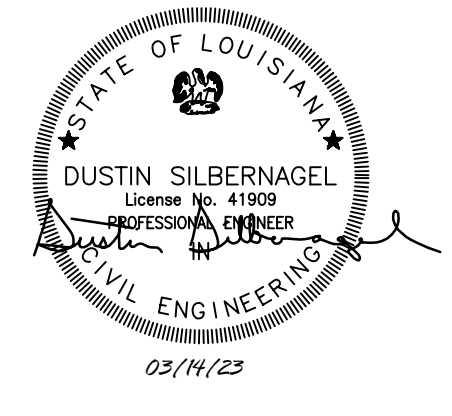
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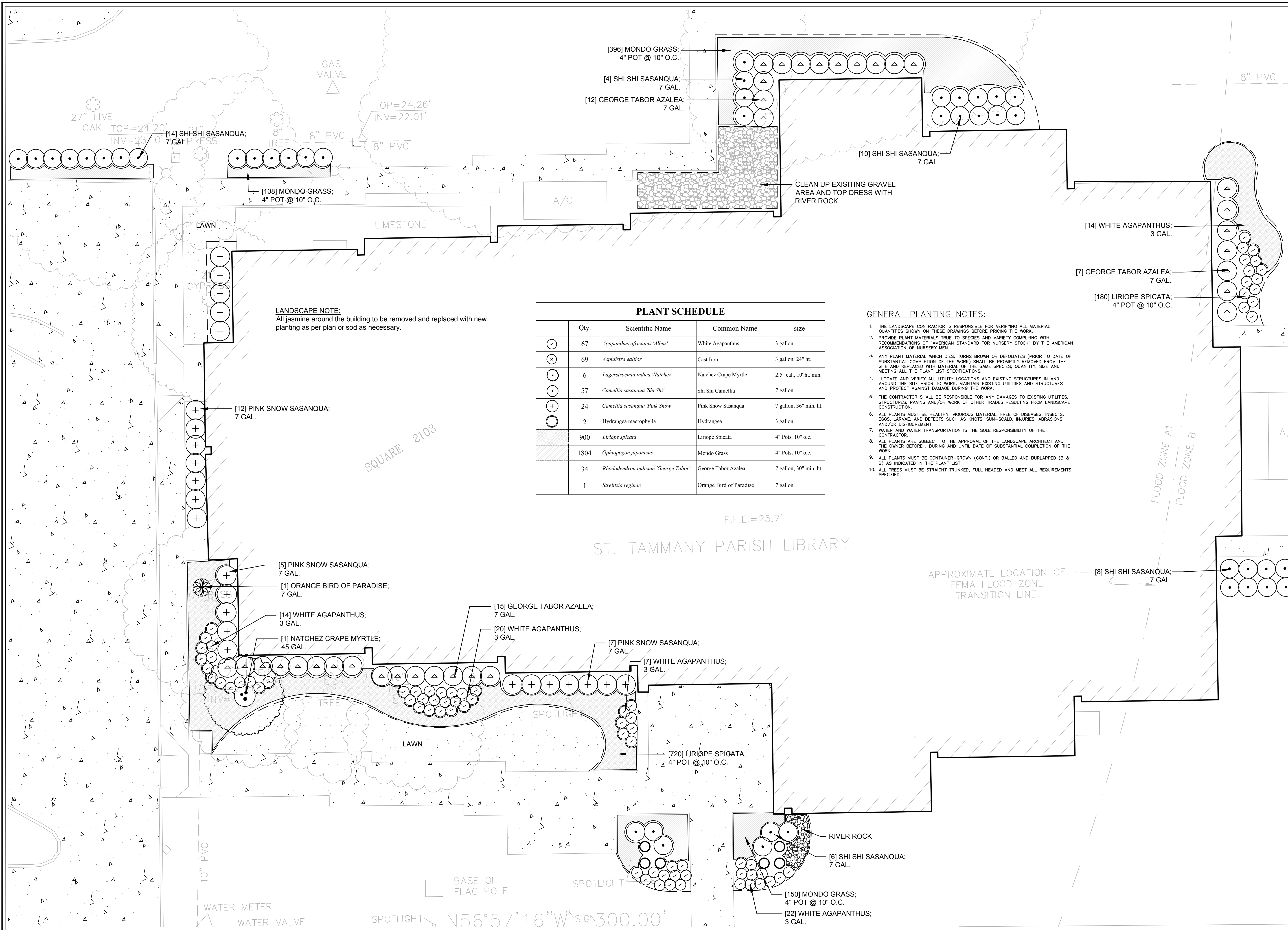
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SHEET TITLE:
STANDARD DETAILS

SHEET NUMBER:
C-4





LANDSCAPE NOTE:
All jasmine around the building to be removed and replaced with new planting as per plan or sod as necessary.

PLANT SCHEDULE				
	Qty.	Scientific Name	Common Name	size
⊙	67	<i>Agapanthus africanus 'Albus'</i>	White Agapanthus	3 gallon
⊗	69	<i>Aspidistra caltior</i>	Cast Iron	3 gallon; 24" ht.
⊕	6	<i>Lagerstroemia indica 'Natchez'</i>	Natchez Crape Myrtle	2.5" cal., 10' ht. min.
⊖	57	<i>Camellia sasanqua 'Shi Shi'</i>	Shi Shi Camellia	7 gallon
⊕	24	<i>Camellia sasanqua 'Pink Snow'</i>	Pink Snow Sasanqua	7 gallon; 36" min. ht.
⊙	2	<i>Hydrangea macrophylla</i>	Hydrangea	3 gallon
⊙	900	<i>Liriope spicata</i>	Liriope Spicata	4" Pots, 10" o.c.
⊙	1804	<i>Ophiopogon japonicus</i>	Mondo Grass	4" Pots, 10" o.c.
⊕	34	<i>Rhododendron indicum 'George Tabor'</i>	George Tabor Azalea	7 gallon; 30" min. ht.
⊕	1	<i>Srelictzia reginae</i>	Orange Bird of Paradise	7 gallon

GENERAL PLANTING NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES SHOWN ON THESE DRAWINGS BEFORE PRICING THE WORK.
2. PROVIDE PLANT MATERIALS TRUE TO SPECIES AND VARIETY COMPLYING WITH RECOMMENDATIONS OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERY MEN.
3. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO DATE OF SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL THE PLANT LIST SPECIFICATIONS.
4. LOCATE AND VERIFY ALL UTILITY LOCATIONS AND EXISTING STRUCTURES IN AND AROUND THE SITE PRIOR TO WORK. MAINTAIN EXISTING UTILITIES AND STRUCTURES AND PROTECT AGAINST DAMAGE DURING THE WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES, STRUCTURES, PAVING AND/OR WORK OF OTHER TRADES RESULTING FROM LANDSCAPE CONSTRUCTION.
6. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF DISEASES, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS AND/OR DISFIGUREMENT.
7. WATER AND WATER TRANSPORTATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER BEFORE, DURING AND UNTIL DATE OF SUBSTANTIAL COMPLETION OF THE WORK.
9. ALL PLANTS MUST BE CONTAINER-GROWN (CONT.) OR BALLED AND BURLAPPED (B & B) AS INDICATED IN THE PLANT LIST.
10. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.



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SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:

PL-1



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LANDSCAPE PLAN

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PL-2

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