

NOTICE OF NEW POLICY & PROCEDURE

TO

POLICY AND PROCEDURE MEMORANDUM # 71

SUBJECT: CONTRACTS FOR SMALL PUBLIC WORKS PROJECTS
TO: ALL POLICY AND PROCEDURE MEMORANDUM HOLDERS

EFFECTIVE DATE: May 23, 2019

REVISION DATE: September 28, 2020

This memorandum supersedes and replaces all previous information included in Standard Operating Procedure (SOP) OSP-T38 originally issued on May 23, 2019. The current SOP is to be replaced in its entirety by PPM #71.



Assistant Secretary
H. Brandon Burris

This is revision No. 1 to OSP-T38 SOP with an original effective date of May 23, 2019.

IMPORTANT

Insert this revision notice in PPM file preceding all other information on this subject to maintain a current document file.

POLICY AND PROCEDURE MEMORANDUM #71

SUBJECT: CONTRACTS FOR SMALL PUBLIC WORKS PROJECTS

TO: ALL POLICY AND PROCEDURE MEMORANDUM HOLDERS

EFFECTIVE DATE: SEPTEMBER 29, 2020

POLICY

The Legislature amended La R.S. 38:2211; Acts 2020, No.92, §1. Thereafter the Office of State Parks adopted Standard Operating Procedures entitled Contracts for Small Public Works Projects OSP-T38 SOP on May 23, 2019.

I. PURPOSE

The purpose of PPM #71 is to establish procedures and guidelines for the Office of State Parks (OSP) to ensure all contracts for Public Works that are undertaken by OSP are managed consistently and in accordance with applicable law.

This PPM must be updated annually, following the publication of the new Contract Limit in the Louisiana Register. This PPM should also be reviewed and updated regularly by OSP staff to ensure PPM #71 reflects updates in applicable law, best practices, and the agency's needs.

II. OVERVIEW

In order to fulfill its mission, the OSP must maintain and operate its existing facilities, develop new areas, and improve the existing areas under its jurisdiction. One way to achieve these goals is through contracts for Public Works.

A "public work," as defined in R.S. 38:2211(A)(12), means "the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity."

The Louisiana Public Bid Law (R.S. 38:2211, et seq.) requires that contracts for Public Works at or exceeding the Contract Limit must be advertised for bid and let for contract with the lowest responsible and responsive bidder.

Public Works that are estimated to cost less than the Contract Limit are not subject to the advertising and bidding requirements of the Public Bid Law. That said, the Legislative Auditor recommends that contracts for Public Works that are estimated to cost less than the Contract Limit be administered through a Request for Proposals (RFP) process and/or solicitation of at least three (3) bids, even though the Louisiana Public Bid Law does not require such. Further, the federal government requires a competitive process for public works, particularly for FEMA

disaster reimbursements.

Public Works projects costing less than the Contract Limit may also be carried out by OSP, using its own employees. All materials and supplies used in the Project must, however, be purchased in accordance with applicable law. (R.S. 38:2212(N)). For Public Works that require the services of a design professional, the procedures in R.S. 38:2318.1 apply. (Subject to specific exceptions set forth in R.S. 38:2212.7, some design professionals, consultants, and others are prohibited from contracting with the agency to develop bidding documents and then also competing for the award of the resulting contract or participating as a subcontractor on the project.).

PPM #71 is applicable to Public Works contracts estimated to cost less than the Contract Limit and are undertaken by the OSP, as allowed by law, and will be carried out by a contractor.

III. DEFINITIONS

1. Act 729 - "Act 729" is the informal term used to refer to R.S. 56:1703, the statute that created and provides for the Louisiana State Parks Improvement and Repair Fund. R.S. 56:1703 was enacted by Act 729 of 1989 and has been amended by many legislative acts since then.
2. Addenda - Addenda are used to make changes to the RFP/Bidding Documents, often to extend the deadline for response. As with change orders, addenda must be in writing and must be within the scope of the Project. Addenda that modify the SOW should include an extension of the deadline for proposers to respond.
3. Assistant Secretary - The Assistant Secretary of the Office of State Parks. The term "Assistant Secretary" as used in PPM #71 shall also mean the designee, supervisor, or successor of the Assistant Secretary and the Deputy Assistant Secretary of the Office of State Parks.
4. Bidding Documents - The bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of the OSP for use by prospective bidders on a public contract. (R.S. 38:2211(A)(2)). As used in PPM #71 the terms "Bidding Documents" and "RFP" are interchangeable.
5. Change Order - A "change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work. It must be in writing (including electronic), it must be within the scope of the contract (i.e., it does not alter the nature of the Public Work and/or the Project objective), and it should be recorded.
6. Contract Limit - The "Contract Limit" is equal to the sum of one hundred fifty thousand dollars per project, including labor, materials, and equipment as per the rates in the latest edition of the Associated Equipment Dealers Rental Rate Book and administrative overhead not to exceed fifteen percent (15%), provided that beginning February 1, 2015, and annually on February first of each subsequent year, the office of facility planning and control within

the division of administration shall adjust the Contract Limit by an amount not to exceed the annual percentage increase in the Consumer Price Index in the preceding year. The Office of Facility Planning and Control within the Louisiana Division of Administration shall publish the new Contract Limit for Public Works contracts in the Louisiana Register in January of each year. R.S. 38:2212(C)(1).

The Contract Limit published in the January 2020 edition of the Louisiana Register is \$161,550.00.

7. Contract/Contract Documents – “Contract” or “Contract documents” for Public Works projects are the written documents that define the roles, responsibilities, and work under the contract for the Public Work. The Contract Documents are legally binding on the contracting parties, i.e. Owner, Contractor, and Surety, if any.
8. Emergency – An “emergency” is an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury. An emergency may also result from an order by any judicial body to take any immediate action that requires construction or repairs. R.S. 38:2211(A)(5)(a).
9. Health/Safety Project – a Project that addresses conditions that present a safety or regulatory compliance risk and, per R.S. 56:1703(C)(2)(a) a Project that addresses protection of life or property on a Site.
10. Office of State Parks (“OSP” or “Owner”) – The agency within the Department of Culture, Recreation and Tourism responsible for planning, designing, constructing, operating, interpreting and maintaining a system of parks, natural areas, historic sites and recreational facilities.
11. Project – A Public Work that is estimated to cost less than the Contract Limit and that will be carried out on a Site.
12. Project Request – Written request on a Project Request Form used to request a Project. Project Requests can be made by any OSP employee and shall be processed through the OSP employee’s immediate supervisor.
13. Project Request Form – Intra-agency form used by OSP staff to propose, describe, and justify a proposed Project. The Project Request Form includes a Scope of Work and a cost estimate for the Project.
14. Public Work - “Public work” means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity. Contracts for routine and preventative maintenance are not public works. La. Atty. Gen. Op. 16-0082.

*Note: The law is not clear on the issue whether a demolition is considered a public work. La. Atty. Gen Op. No. 10-0026 opines that a contract for demolition is not a public work. The Fourth Circuit Court of Appeal in *Concrete Busters of Louisiana, Inc. v. The Board of Commissioners of the Port of New Orleans* (2011) held that a contract for demolition is a public work, as demolition would result in an alteration of the immovable property of the public entity. Alteration is included within the definition of a public work. The Attorney General has acknowledged the 4th circuit case, but has not withdrawn its opinion to date.

15. Request for Proposals (RFP) – All documents, whether attached or incorporated by reference, utilized for soliciting proposals in accordance with the procedures set forth in PPM #71. The RFP may include the Instructions for Proposers, the Proposal Form, General Conditions, Plans, Specifications, and Scope of Work. As used in PPM #71, the terms “Bidding Documents” and “RFP” are interchangeable.
16. Scope of Work (SOW) – A description of the work to be performed and the end product(s) to be delivered. An RFP and the resulting contract may include plans and specifications and/or an SOW.
17. Site – Any holding of the OSP including, but not limited to, state historic sites, state parks, state preservation areas, and special holdings.

IV. PROCEDURES TO INITIATE, APPROVE, AND PRIORITIZE PROJECTS

All Projects are subject to approval by the Assistant Secretary. The following process determines how Projects are requested, selected, prioritized, and approved.

1. Any OSP employee may request one or more Projects after reviewing the Policy & Procedure Memorandum #59, La. R.S. 56:1703, the Act 729 Project Manual, and PPM # 71.
2. The regular deadline for an OSP employee to submit a Project Request Form (**See Exhibit A**) to the appropriate supervisor is June 30 of each year for a Project to be considered for funding in the following fiscal year through the normal process set forth herein.
3. Emergency Projects and other unanticipated Projects are not subject to the June 30 deadline. The Assistant Secretary has the discretion to streamline the procedure described herein to handle such unanticipated and emergency Projects on a case-by-case basis.
4. Before July 31 of each year, the Facility Project Planner, District Engineer, and District Manager (or their designees) shall conduct a District Project Request Review Meeting within each district to review all Project Requests to determine whether each Project meets the relevant eligibility criteria (e.g., the estimate of the probably construction cost of the Project is below the Contract Limit, the proposed Project meets the definition of a Public Work, the OSP has budgeted funds that meet or exceed the estimate of the probable construction cost for the Project, etc.) and to prioritize those Project Requests that meet all eligibility criteria.
5. The list of eligible Project Requests, in priority order, is submitted by the District Project Request Review Meeting participants to the Director of Operations and Facilities by August 1 of each year.
6. Late Project Requests (submitted after August 1) are considered only if approved by the Director of Operations and Facilities. Generally, the Director of Operations and Facilities will only consider and approve late Project Requests if the Project is a Health/Safety Project and/or Emergency Project.

7. The Director of Operations and Facilities shall conduct a Project Request Review meeting with the Assistant Secretary, Deputy Assistant Secretary, Facility Project Planners, all three District Engineers, and all three District Managers. At this meeting, the Director of Operations and Facilities makes the previously prioritized Project recommendations to the Assistant Secretary and Deputy Assistant Secretary. Once the Assistant Secretary approves the recommended Projects in this meeting, an approved final OSP system-wide Project list is created. Funding for these Projects is considered at the 729 Project Allocation Meeting in **September** of each year.
8. After the Assistant Secretary has approved all Projects, the OSP approved list is sent to the Lieutenant Governor's Office for review and approval. Next, the Director of Operations and Facilities sends the approved final OSP system-wide Project list to the District Managers, District Engineers, Facility Project Planners, and the Business Section. District Managers or Engineers send each Site a copy of their approved Projects.
9. The Director of Operations and Facilities shall designate a Project Manager to prepare the RFPs for the approved Projects in their respective districts.

V. FORMS AND GUIDELINES FOR PUBLIC WORKS CONTRACTS

Public Works under the Contract Limit are not subject to the advertising and bidding requirements of the Public Bid Law. However, obtaining multiple proposals and/or bids will help the OSP identify and contract with a responsible contractor that will carry out the Public Work at a fair price. The following are forms and guidelines to use in preparing RFPs and Contract Documents for Public Works projects estimated to cost less than the Contract Limit.

A. Documents and Forms

1. The Project Manager should use the following documents and forms, as applicable, to create, process, issue, and carry out the RFP, Contract Documents, and the Project. The documents are available on the OSP server at P:\Resource\Resource - Digital Files\Title 38:
 - a. Instructions for Proposers (**See Exhibit B**);
 - b. General Conditions (**See Exhibit C**);
 - c. ORM Insurance Requirements (**See Exhibit D**);
 - d. Proposal Form (**See Exhibit E**);
 - e. Change Order Forms (**See Exhibit F**);
 - f. Notice of Acceptance (**See Exhibit G**).
2. The Title 38 Coordinator should use the following documents and forms as applicable. The documents are found on the OSP server at P:\Resource\Resource - Digital Files\Title 38:
 - a. Intent to Award Letter (**See Exhibit H**);

- b. Construction Services Under \$25K Contract (**See Exhibit I**);
 - c. Construction Services Over \$25K Contract (**See Exhibit J**).
- 3. Statement of Work (SOW)/Plans and Specifications
 - a. The Project Manager shall prepare (or shall direct and oversee the preparation of) written plans and specifications and/or a Statement of Work (SOW) (**See Exhibit K**), for the RFP and resulting Contract. The Project Manager shall ensure that all potential proposers receive an identical SOW.
 - b. Exhibit G provides an example of an SOW/Plans and Specifications that could be used for an RFP and resulting Contract.
- 4. Evaluation Process and Criteria
 - a. To be evaluated, a proposal must be responsive, must be received timely, and must include all mandatory information and/or documentation. The OSP shall not evaluate non-compliant proposals.
 - b. The RFP shall inform proposers what process and criteria will be used to evaluate proposals that are determined to be compliant.
- B. Bonds
 - 1. Bid bonds are not required.
 - 2. Performance and payment bonds are required unless:
 - a. The contract is \$24,999.00 or less; and
 - b. The Assistant Secretary waives the bond requirement (in writing) because one of the following special circumstances applies:
 - i. There will be no payment until the Project is complete;
 - ii. There are very few different trades and/or materials involved;
 - iii. The Project is not complicated.
- C. Louisiana Contractor's License
 - 1. For all Projects \$50,000 or over, the Contractor must be licensed under the provisions of La R.S. 37:2150 - 37:2173.
 - 2. For any Project that is reasonably expected to cost \$50,000 or more, including any potential change orders, the Project Manager must include in the RFP an instruction to the proposers to submit its Contractor License number with its proposal.
- D. Insurance
 - 1. All contractors must purchase and maintain throughout the duration of the contract insurance of the types and in the amounts set forth in the RFP.
 - 2. Exhibit E contains the insurance requirements for different types of Projects.
 - 3. The Project Manager shall ensure the RFP and Contract Documents include insurance requirements that are consistent with those contained in Exhibit E and the process and timing for documenting and verifying compliance.
 - 4. The Title 38 Coordinator is responsible for verifying coverage compliance.

VI. PROCEDURES, REQUIREMENTS, AND RESPONSIBILITIES FOR CONTRACTS

A. Prior to Contract

1. Prepare RFP – Project Manager

The RFP shall include:

- a. Plans and Specifications/SOW;
- b. Evaluation Criteria and Scoring Process;
- c. Performance and Payment Bond requirements, if any;
- d. Louisiana Contractor's License requirements, if any;
- e. Insurance Requirements;
- f. General Conditions and Other Requirements;
- g. Instructions to Proposers, including deadline and method to submit proposals.

2. Review and Approve RFP – Director of Operations and Facilities;

3. Resubmit RFP to the Lieutenant Governor's Office for final review and approval prior to sending to potential proposers;

4. Send RFP to at least five (5) potential proposers – Project Manager;

* If for any reason the Project Manager finds it is difficult to identify five potential proposers, obtain five responsive proposals, or obtain prices within the approved budget, the Project Manager may review the SOW, budget, RFP requirements, and other aspects of the Project for possible modification(s) of the SOW, the RFP, the Contract Documents, Budget, etc. To be undertaken pursuant to this PPM #71, the final Contract amount, including change orders, cannot exceed the Contract Limit;

5. Verify potential proposers receiving RFP are currently listed on the OSP Master List of Contractors. If a vendor receives two (2) deficiency reports in a twelve (12) month period, they are to be removed from the OSP Master List of Contractors for a least one (1) year from the date of removal (See Exhibit L). – Project Manager;

6. Host Non-mandatory Pre-Proposal Conference – Project Manager;

7. If necessary, draft and deliver Addenda to potential proposers – Project Manager;

8. Review received proposals for compliance – Title 38 Coordinator;

9. Evaluate compliant proposals in accordance with the Evaluation Criteria – Project Manager;

* The OSP is under no obligation to award a contract. Based on a recommendation by the Project Manager and/or the Director of Operations and Facilities, the Assistant Secretary may cancel the RFP and/or the Project if such is determined to be in the best interest of the OSP.

10. Draft and send Notice of Award email – Title 38 Coordinator.

B. Contract Process

1. Draft and send Contract Documents to Contractor. – Title 38 Coordinator;

2. Review and verify compliance of Contract, Insurance certificates, Affidavits, and Bonds – Title 38 Coordinator;

3. Once Contract is fully executed, set up a Shopping Cart and PO in LaGov – **Title 38 Coordinator;**
4. Draft and send Notice to Proceed to Contractor – **Title 38 Coordinator;**
 * A Contractor should not begin work, even at its own risk, prior to contract execution and receipt of the Notice to Proceed.
5. Contractor receiving the bid is responsible for recording the contract, change orders and obtaining a clean lien certificate- **Contractor**
6. Host Pre-construction conference – **Project Manager.**

C. During Construction

1. Attend regularly scheduled construction progress meetings – **Project Manager;**
2. Review pay applications/invoices from Contractor and submit to Title 38 Coordinator – **Project Manager;**
3. Draft and route Contract Payment Approval Form and process payment – **Title 38 Coordinator.**

D. After Project Completion

1. Draft and Send Notice of Project Acceptance to Director of Operations and Facilities for approval then route to Title 38 Coordinator – **Project Manager;**
2. Send Notice of Project Acceptance to Contractor once Director of Operations and Facilities approves – **Title 38 Coordinator;**
3. Receives and reviews Recording of Notice of Acceptance – **Title 38 Coordinator;**
4. Monitor 45-day lien period – **Project Manager;**
5. Receives from Contractor its Clear Lien Certificate and Final 10% Invoice – **Project Manager;**
6. Process Payment of 10% Invoice – **Title 38 Coordinator;**
7. Put central Contract file in filing cabinet in Resource Section – **Title 38 Coordinator.**

VII. WAIVER

This policy, its procedures and requirements are self-imposed by the OSP and may be waived by the Assistant Secretary, with concurrence by the DCRT Deputy Secretary when, in the reasonable opinion of those officers, such waiver serves the best interests of the agency and the citizens of Louisiana. This policy does not create an independent right of action or right to appeal any decision, action, or omission that occurs in the course and scope of an employee or agent of the DCRT carrying out the work of the DCRT pursuant to this policy.

**OFFICE OF STATE PARKS
CONTRACTS FOR PUBLIC WORKS**

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EXHIBIT A

ACT 729 PROJECT REQUEST FORM

PARK: Audubon State Historic Site FACILITY: Site Access

PROJECT TITLE: Blank PROJECT MANAGER Ric Le Grange
(person to manage project)

DATE: 2/5/2019 PREPARED BY: Ric Le Grange
(person preparing this request)

JUSTIFICATION: ☐ HEALTH & SAFETY
(chose only one) ☒ NEW

☐ REPAIR / RENOVATE
☐ LAND

EXPLANATION: (Detailed description for why it is needed or what benefit will be gained)

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SCOPE OF WORK/ITEMS: (detailed list of scope items, include linear ft., sq.ft., tons, lump, etc. and cost of each)

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COST ESTIMATE: \$0.00
(total project cost)

SOURCE: Ric Le Grange
(where cost data comes from)

EXHIBIT B

INSTRUCTIONS FOR PROPOSERS

1. PROPOSAL PROCEDURE:

All proposals must be submitted on the attached Proposal Form and must be filled out with ink or typewritten **and signed in ink**. Any alteration or erasure must be initialed by the signer of the proposal.

For all projects of \$50,000 or less, the contractor shall state the Louisiana contractor's license number on the proposal. **For all projects over \$50,000, the contractor must be licensed under the provisions of La R.S. 37:2150 through 37:2173. The Contractor's license number shall be on the proposal.**

Proposer shall assume full responsibility for timely delivery to the location designated for receipt of proposals. Any proposals received after the designated time will be returned unopened.

2. ADDENDA:

Contractor shall acknowledge receipt of all Addenda in the proposal, and/or include copies of the received Addenda with the proposal.

3. PROPOSER REPRESENTATION:

By its submission of a proposal, the Proposer certifies and represents that: the Proposer has read and understands the Request for Proposals documents and the proposal is made in accordance therewith; it has visited the site and has become familiar with the local conditions under which the work is to be performed; and the proposal is based upon the specifications described in the Request for Proposals without exception.

The Lump Sum Total price stated shall include all permits and governmental fees, licenses, and inspections, and all sales, consumer use and taxes of any other nature or kind whatever arising from or pertaining to the work or portions thereof provided by the Contractor which are legally enacted at the time the proposals are received, whether or not yet effective.

4. RECEIPT OF PROPOSALS:

DESIGNATED TIME FOR RECEIPT OF PROPOSALS WILL BE 2:00 P.M., CT January 3, 2019

EMAILED TO: Title 38 Coordinator
email: T38@crt.la.gov

5. INSURANCE:

Worker's Compensation Insurance, liability, property damage, and flood insurance shall be provided by the Proposer as stated in the attached insurance documents. "ALL RISK" Builder's Risk Insurance is also required.

6. COMPLETION TIME:

The Proposer shall agree to fully complete the work within 90 consecutive calendar days, and acknowledges that this construction time will start on the date specified in the written "Notice to Proceed" from the Owner.

7. LIQUIDATED DAMAGES:

Liquidated damages in the amount of \$150.00 per day will be assessed for each and every day the Project remains incomplete beyond the established completion date stated in the Contract.

8. CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above proposal within thirty (30) days of the time set forth in receipt of proposals, the undersigned agrees to execute a contract on behalf of the Proposer for the work accepted, in the standard contract form currently used by the Office of State Parks within five (5) days after notice from the Office of State Parks.

The undersigned further agrees, if awarded the contract, the successful Proposer shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury List, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance.

The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person, who is under contract with surety as a licensed agent in Louisiana, and who is residing in Louisiana.

9. AFFIDAVIT:

Successful Contractor shall be required to execute an affidavit attesting "**THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR**" in compliance with La. R.S. 38:2224.

10. CORPORATE RESOLUTION:

The successful Proposer shall be required to provide a corporate resolution stating that the signer is authorized to sign documents for the Contractor if the Contractor is a corporation. A Corporate Resolution is not required for sole proprietorships and partnerships.

11. DISCLOSURE OF OWNERSHIP FORM:

The successful Contractor shall be required to obtain from the Office of the Secretary of State a Disclosure of Ownership Form and attach it to the contract.

12. GENERAL CONDITIONS OF THE CONTRACT :

The General Conditions will be a part of the Contract for this Project.

13. REJECTION OF PROPOSALS:

The Proposer understands that the Office of State Parks reserves the right to reject any and all proposals and to waive any informalities.

14. WITHDRAWAL OF PROPOSALS:

The Proposer understands that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after receipt of proposal.

EXHIBIT C

GENERAL CONDITIONS of the CONTRACT

1. **CONTRACTOR:** The Contractor shall supervise and direct the work and shall be solely responsible for all construction means and methods and for coordinating all portions of the work.
2. **SCHEDULE:** Contractor shall provide a construction schedule that clearly defines the critical path of the required work.
3. **WORKMANSHIP:** Materials, methods and workmanship shall be the best obtainable within established trade standard tolerance.
4. **MATERIALS AND EQUIPMENT:** Materials and equipment incorporated into the work and not specified otherwise shall strictly match existing, including methods and means of installation, and shall be new and of good quality and free of faults and defects. No materials used on this Project may contain asbestos. No lead based paint shall be used.
5. **SUBSTITUTIONS:** The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
Substitutions will only be considered if written request for approval is submitted by the Proposer and has been received by the Project Manager **at least seven days** prior to the date for receipt of proposals. Requests for substitutions by anyone other than the Proposer will not be considered. Each such request shall include the name of the material or equipment which is to be substituted and a complete description of drawings, cuts, performance and test data, and any other information necessary for a proper evaluation. A statement shall be included setting forth any changes in other materials, equipment or work that incorporation of the substitute would require. It shall be the responsibility of the Proposer to include in his proposal all changes required of the Contract Documents if the proposed product is used. Prior approval is given contingent upon the selected Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved. NO SUBSTITUTIONS SHALL BE ALLOWED AFTER THE RECEIPT OF PROPOSALS.
6. **TIME:** Time is of the essence of the contract. The Contractor shall expedite the work and achieve substantial completion within the contract time. Liquidated damages at the rate specified in these documents will apply for each calendar day past the contract completion date that the work has not reached a level of acceptance.
7. **SCOPE:** The Work includes all labor, materials, equipment, temporary facilities and all other facilities and services necessary for the execution and completion of all work shown on the drawings and herein specified.

8. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for the protection of all existing facilities and property from damage by the work. Any such damage shall be repaired at the Contractor's expense.
9. **EXISTING CONDITIONS:** Beginning of the work indicates acceptance of the conditions under which the work will be done. There will be no additional costs for work that could have been determined by careful examination of site conditions.
10. **OPERATIONS:** Contractor's operations shall not interfere with Owner's current use of the site. The Contractor shall maintain order and discipline at the site at all times that operations are under way and shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and others performing any part of the work.
11. **JOB SITE MAINTENANCE:** The site shall be kept clean and free of accumulated trash and free of unused tools and equipment.
12. **COORDINATION:** The Contractor shall coordinate the work of this Contract with the Owner's operations and the work of other, separate Contracts, if any, in progress at the site. Use of the site shall be coordinated with the Park Manager and his instructions strictly adhered to.
13. **TEMPORARY UTILITIES:** If agreed to by the Owner at the Pre-Proposal Meeting, the Contractor may use existing utilities, including sanitary facilities, to a reasonable extent as long as they are strictly maintained and left in the condition in which they were found at the start of the work.
14. **CODES AND REQUIREMENTS:** All requirements of applicable codes, regulations and laws shall be met including the currently adopted versions of NFPA 101/Life Safety Code, the Louisiana Code for State Owned Buildings, the Contractor's Licensing Board, OSHA, the Department of Environmental Quality and all others that apply.
15. **FIRE RATING:** Where fire ratings are specified, only **systems** that have been tested and certified to meet the requirements of the specified rating may be used and all requirements of such must be met. Where walls are specified to be fire rated they shall be continuous from barrier to barrier and their integrity maintained throughout. Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTM-E814.

Notify the Project Manager for inspection of all completed fire and/or smoke barrier walls before any construction is installed that would conceal such construction and prevent a proper inspection. Access to random selected areas may be required by the Project Manager at time of final inspection if this notification is not given. Provide detailed instructive cut sheets of the fire penetration sealing system used to the Project Manager at time of inspection. Random selective sampling by the contractor will be observed by the Project Manager and the Fire Marshal's inspector.

16. **DRAWINGS:** Do not scale drawings. Only written dimensions and sizes may be relied on.

17. **DEMOLITION:** Provide selective demolition as necessary to facilitate the work, but no more than necessary.

18. CUTTING AND PATCHING

SUBMITTAL: Prior to cutting or preparing for sleeves which affects structural safety of project, contractor shall submit written notice to the Project Manager for approval. Should conditions of work or scheduling indicate that a change in the methods and/or materials is appropriate, submit written recommendations to Owner.

SCHEDULING: Installation of work shall be scheduled to avoid unnecessary cutting and/or patching of new work. When such cutting and/or patching is unavoidable, it shall be accomplished as specified herein.

MATERIALS: Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials approved in writing by the Project Manager that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance equals or surpasses that of existing materials. Use only new materials except where indicated elsewhere in these documents or approved by the Project Manager.

EXECUTION: Provide all cutting and patching necessary to finish the work in a complete and workmanlike manner. Patching of openings shall be performed by mechanics skilled in the particular trade required. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work. Execute excavating and backfilling, if any, by methods which will prevent damage to other work and will prevent settlement. New and existing work shall be finished or refinished to the extent necessary to eliminate visible differences between new and existing finishes. This will usually mean finishing to the nearest intersection(s). Maintain the fire rating of all fire rated systems.

19. **HAZARDOUS MATERIALS** If suspected hazardous materials that are not addressed in these documents are encountered the Contractor shall immediately stop work, take appropriate safety measures and contact the Project Manager for instructions.

20. **PROJECT CLOSEOUT** The following shall be completed before acceptance of the work.

FINAL CLEANING: Thoroughly clean construction, repair any damage, recondition utilities, etc. and leave facility and site in the same condition in which they were found including the replacement of any ceiling tile removed by this contractor.

GUARANTEE: Provide a one (1) year guarantee for all work included in this project.

21. PAYMENTS TO CONTRACTOR

INVOICES: Contractor shall submit invoices on the AIA G702 Form, or if permitted by the Owner, on Contractor's standard letterhead. **Invoices must be original, signed by the contractor IN BLUE INK.**

RETAINAGE: For Projects on which a performance and payment bond is required, ten percent (10%) of the amount earned will be withheld until the Clear Lien Certificate and Consent of Surety is received.

RECORDATION: For projects on which a performance and payment bond is required, contractor shall record the Owner's Notice of Acceptance with the local Clerk of Court and furnish a Clear Lien Certificate from the Clerk of Court not less than forty-six days after the recordation of Acceptance. For projects on which a performance and payment bond is not required, contractor shall provide a notarized affidavit stating that all labor, subcontractors and material suppliers have been paid.

CONSENT OF SURETY: For projects on which a performance and payment bond is required, obtain and submit a Consent of Surety from the bonding company with the invoice for final payment.

22. PAYMENT CONDITION: No payments will be made for materials stored off site.

EXHIBIT D

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, or anyone employed directly or indirectly by any of them. The duration of the contract shall be from the inception of the contract until the date of final payment.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

- a. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- b. The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.
- c. COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations:			
	The building(s) value for the Project is \$ _____. **		
Each Occurrence Minimum Limit	\$1,000,000 **	\$2,000,000 **	\$4,000,000 **
Per Project Aggregate	2 times per occur limit **	2 times per occur limit **	2 times per occur limit **

** While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get

the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,000,000 combined single limit of coverage ($33,000,000 \times .10 = 3,300,000$ and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Excess Umbrella**

Excess Umbrella insurance may be used to meet the minimum requirements for Commercial General Liability and Automobile Liability only.

5. **Builder's Risk**

- a. Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.
- b. Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.
- c. A Specialty Contractor may provide an installation floater in lieu of a Builders Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.
- d. The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

6. **Pollution Liability** *(required when asbestos or other hazardous material abatement is included in the contract)*

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

2. Commercial General Liability Coverage

- a. The Agency, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

3. Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agree that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

4. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Agency, payment to the Contractor may be withheld until the requirements have been met, OR the Agency may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

1. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.
2. If Contractor does not verify subcontractors' insurance as described above, Agency has the right to withhold payments to the Contractor until the requirements have been met.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

EXHIBIT E

PROPOSAL FORM

TO: Ms. Leigh LaFargue
Louisiana Office of State Parks
1051 N. Third Street
Baton Rouge, Louisiana 70802

Flood Repairs to Chicot Group Camp Bath House
City, LA
Project Number: XX-XXX-XX-XXX
WBS: F.XXXXXXXXXX

PROPOSAL MADE BY: _____

DATE: _____

REJECTION OF PROPOSALS: The Proposer understands that the Owner reserves the right to reject any or all proposals for just cause.

WITHDRAWAL OF PROPOSALS: The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving proposals except in accordance with the provisions of La. R.S. 38:2214. This proposal may be withdrawn at any time prior to the scheduled time for the opening of proposals or any authorized postponement thereof.

COMPLETION TIME: The Proposer hereby agrees to fully complete the project within the number of consecutive calendar days stipulated in the Contract Documents, as may be amended by addenda, and acknowledges that this construction time will begin on the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES: The Proposer hereby also agrees to pay the amount stipulated in the Contract Documents as Liquidated damages for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion date indicated on the "Notice to Proceed."

THE PROPOSER: On behalf of the Proposer, the undersigned hereby declares and represents that he: a) has carefully examined the Proposal Documents, b) has a clear understanding of the Proposal documents, c) has not received, relied on, or based the proposal on any verbal instructions contrary to the Contract Documents or any addenda, d) has personally inspected and is familiar with the project Site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced Project, all in accordance with the Contract Documents as prepared by: _____, Project Manager
_____ and dated: Documents Date

And acknowledges receipt of the following **ADDENDA:**

No. _____ Dated: _____

No. _____ Dated: _____

PROPOSAL FORM, cont.

BASE PROPOSAL: For all work required by the Contract Documents (except alternates) the lump sum of:

(\$ _____)

_____ Dollars

ALTERNATES: For all work required by the Contract Documents for:

Alternate No. 1 add lump sum of: (\$ _____ N/A _____)

NOT APPLICABLE _____ Dollars

Alternate No. 2 add lump sum of: (\$ _____ N/A _____)

NOT APPLICABLE _____ Dollars

Alternate No. 3 add lump sum of: (\$ _____ N/A _____)

NOT APPLICABLE _____ Dollars

NAME OF PROPOSER: _____

LOUISIANA CONTRACTORS LICENSE NUMBER: _____

SIGNATURE: _____

TYPED or PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FEDERAL TAX ID NUMBER OF PROPOSER: _____

EXHIBIT F

Louisiana Office of State Parks
CHANGE ORDER

PROJECT NAME:	<hr/>	CHANGE ORDER No.	<hr/>
PROJECT NUMBER:	WBS No.	CONTRACT DATE:	<hr/>
CONTRACTOR:	<hr/>	NOTICE TO PROCEED DATE:	<hr/>

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

The Original Contract Sum	<hr/>
Total Changes by Previous Change Order(s)	<hr/>
Current Contract Sum	<hr/>
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	<hr/>
New Contract Sum	<hr/>
The Original Contract Completion Date and Contract Time.	Date: <hr/> DAYS
Total Time extended by Previous Change Order(s)	<hr/> DAYS
Contract Time will be (increased) (decreased) (unchanged) by this Change Order	<hr/> DAYS
New Contract Completion Date & Revised Contract Time	Date: <hr/> DAYS
Added Building Area	<hr/> (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after the Change Order has been executed.

RECOMMENDED	ACCEPTED	APPROVED
<hr/> Contractor	<hr/> OSP Project Manager	<hr/> OSP Dir. Of Operations & Facilities
<hr/> Address		
<hr/> Signature:	<hr/> Signature:	<hr/> Signature:
<hr/> Date:	<hr/> Date:	<hr/> Date:
<hr/>	<hr/>	<hr/>

COMMENTS:

Construction Contract Change Order SUMMARY

State of Louisiana	Item No. _____
Office of State Parks	RFI No. (or COR, CPR, etc.) _____
State Project No. _____	Date: _____
WBS No. _____	
Project Name: _____	

Contractor Name: _____

Description of Work: _____

General Contractor Direct Costs - Breakdown No. _____

(See attached breakdown)

Total General Contractor Cost	_____ %	
(General Contract Direct Cost plus OH&P)	(Max: 8%)	

Subcontractor Cost Breakdowns

(See attached.)

	A	B	C
Subcontractor Name	Breakdown No.	Total Direct Cost	OH&P (Max 8%) Total A+(A X B)
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

Subcontractor Direct Costs Total

(Sum column A)

\$ -

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate.)

	_____ %	
	(Max: 8%)	

Total Subcontractor Costs

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

	_____ %	
--	---------	--

Amount will be ☐ increased ☐ decreased ☐ unchanged by

(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ☐ increased ☐ decreased ☐ unchanged by

(Attach supporting data such as meteorological reports)

Construction Contract Change Order BREAKDOWN

State of Louisiana
Office of State Parks

State Project No. _____

WBS No. _____

Project Name: _____

Breakdown No. _____

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Date: _____

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

1
2
3
4
5
6
7

☐
☐
☐
☐
☐
☐
☐

Hourly Wage Rate

Hours

Total Cost

Add Labor Burden @ _____ %

LABOR TOTAL

B. Material

1
2
3
4
5
6
7

☐
☐
☐
☐
☐
☐
☐

Unit Price

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ _____ %

MATERIAL TOTAL

C. Equipment

1
2
3
4
5
6
7

☐
☐
☐
☐
☐
☐
☐

Unit Rate

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ _____ %

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

Construction Contract Change Order
BREAKDOWN COMMENT SHEET

State of Louisiana	Breakdown No.	_____
Office of State Parks	Item No.	_____
State Project No. _____	RFI No. (or COR, CPR, etc.)	_____
WBS No. _____	Date:	_____
Project Name: _____		_____

Contractor/Subcontractor Name: _____

A. Labor

No. (From BREAKDOWN Sheet)

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

B. Material

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

C. Equipment

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

Construction Contract Change Order
UNIT PRICE BREAKDOWN

State of Louisiana	Breakdown No.	_____
Office of State Parks	Item No.	_____
State Project No.	RFI No. (or COR, CPR, etc.)	_____
WBS No.	Date:	_____
Project Name:		_____

Contractor/Subcontractor Name: _____

Unit Price Tabulation

(Unit prices must be included in the bid or clearly defined in a standard, industry recognized pricing reference. The pricing reference shall be identified herein.)

Unit Price Description	Reference*	Unit Price	Units	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Reference Legend: _____

Unit Price Total:

(Sum Total column)

EXHIBIT G

Office of State Parks

NOTICE OF ACCEPTANCE OF WORK

TO: DIR. OF OPERATIONS AND FACILITIES

FROM: LEIGH LAFARGUE, PROJECT MGR

DATE: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ WBS No. _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

FINAL BUILDING AREA (SQ. FEET): _____

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ _____

VALUE OF PUNCH LIST \$ _____ *(Attach punch list)*

Was part of project occupied prior to Acceptance?

PORION OCCUPIED: *(Attach Partial Occupancy Forms)*

Signed: _____
PROJECT MANAGER

EXHIBIT H
INTENT TO AWARD LETTER

May 8, 2019

VIA ELECTRONIC DELIVERY:
Wwthree2@gmail.com

CMR, Inc.
P. O. Box 2695
Monroe, LA 71207

Re: Intent to Award Letter
PROJECT NUMBER: 06-264-10-02
Chicot State Park East Landing Meeting Room Flood Repairs

Dear CMR, Inc.:

I am pleased to inform you that **CMR, Inc.** has been selected to receive the award of **RFP Project No. 06-264-10-02, Flood Repairs to the East Landing Meeting Room at Chicot State Park.** Final award will be contingent upon successful contract execution.

You will be contacted to begin contract negotiations. We look forward to working with you on this project.

Sincerely,

Angela Gil
Title 38 Coordinator

EXHIBIT I

CONTRACT FOR CONSTRUCTION SERVICES UNDER 25K

May 8, 2019

«Contractor»
«Contractor_Address»
«Contractor_City», «Contractor_State» «Contractor_Zip»
Email: «Contractor_Email»

RE: «Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No. «ProjectNo», «Part_No»«WBS»

Sir or Madam:

Please find enclosed three (3) copies of the contract for Construction Services in the amount of «Contract_Amount_Numerical». **Please do not date this contract. If you put a date on this contract, we will send the contract back to be signed again.**

Please sign all copies and have your signature witnessed by two (2) witnesses in the blanks provided next to your signature line. Three (3) original contracts, together with the items listed below (one of each), should be completed and returned to this office immediately.

1. Certificate(s) of Insurance (Commercial general liability, worker's comp, auto)
2. Contractor Request Form and W-9
3. Signed and Notarized Non-Collusion Affidavit
4. Disclosure of Ownership and Corporate Resolution (LLCs are exempt from this requirement)

This contract is not valid until fully executed by the Office of State Parks.

Sincerely,

Brandon Burris
Interim Assistant Secretary

Angela Gil
Title 38 Coordinator

GR/AG:«Typist_Initials»

Attachments

c: «PM», OSP, via email w/attachments

STATE OF LOUISIANA
PARISH OF «PARISH OF PROJECT»

CONTRACT BETWEEN OWNER AND CONTRACTOR

BE IT KNOWN, that on the _____ day of _____, 2019,
the State of Louisiana, Division of Administration, and «Contractor», «Contractor Address»,
«Contractor City», «Contractor State» «Contractor Zip», do hereby enter into a contract as
follows:

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

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»

**As per proposal dated «Proposal_Date», which is attached hereto and made a part
thereof.**

It is recognized by the parties herein that said Contract Documents including by way of
example and not of limitation, the Drawings and Specifications, if applicable, the Instructions to
Proposers, General Conditions, and any Addenda thereto, impose duties and obligations upon the
parties herein, and said parties hereby agree that they shall be bound by said duties and obligations.
For these purposes, all of the provisions contained in the aforementioned Contract Documents are
incorporated herein by reference with the same force and effect as though said Contract Documents
were herein set out in full.

In consideration of work described hereinabove, the Office of State Parks, hereby agrees
to pay the Contractor a maximum fee of «Contract Amount Words» and No/100 Dollars
(«Contract Amount Numerals»), which shall include all of the Contractor's expenses. Payment
will be made only on approval of the Office of State Parks.

This contract shall begin on _____, shall be completed within
«Time_Completion_Days» days, and shall end on _____.

Contractor shall be assessed Liquidated Damages in the amount of
«Liquidated Damages Cost Per Day» per day for each consecutive calendar day which work is not
complete beginning with the first day beyond the completion time.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus
received under this Contract and/or legislative appropriation shall be contractor's obligation and
identified under Federal tax identification number _____.

Contractor acknowledges and agrees to comply with the provisions of La. R.S.
38:2212.10 and federal law pertaining to E-Verify in the performance of services under this
Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office
of the Governor, Division of Administration and Department of Culture, Recreation and Tourism
auditors shall have the option of auditing and recording all accounts of Contractor which relate to
this Contract.

The continuation of this Contract is contingent upon the appropriation of funds to fulfill
the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient
monies to provide for the continuation of the contract, or if such appropriation is reduced by the
veto of the Governor or by any means provided in the appropriations act 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.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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 this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Upon completion of the above work, Contractor must furnish a **notarized affidavit showing all material and labor has been fully paid.**

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

STATE OF LOUISIANA
OFFICE OF STATE PARKS

OSP Witness #1 Sign Here

BY: _____
BRANDON BURRIS
INTERIM ASST. SECRETARY

OSP Witness #2 Sign Here

BY: _____
RICHARD H. HARTLEY
DEPUTY SECRETARY

Contractor Witness #1 Sign Here

BY: _____
«CONTRACTOR»

Contractor Witness #2 Sign Here



BILLY NUNGESSER
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF STATE PARKS

RICHARD H. HARTLEY
DEPUTY SECRETARY

BRANDON BURRIS
INTERIM ASSISTANT SECRETARY

CONTRACTOR REQUEST FORM

MEMORANDUM

DATE: May 8, 2019
TO: ALL CONTRACT HOLDERS FOR OFFICE OF STATE PARKS
FROM: ANGELA GIL
TITLE 38 COORDINATOR

*Please be advised that **no** contract will be executed by the Office of State Parks until the following information is provided. This information will also be utilized by this office for preparation of IRS Form 1099.*

1. TELEPHONE NUMBER INCLUDING AREA CODE: _____
2. SOCIAL SECURITY NUMBER: _____ **OR**
FEDERAL EMPLOYER ID NUMBER: _____
3. COMPLETED FORM W-9 (Request for Taxpayer Identification Number and Certification).
4. CONTACT PERSON: _____
5. LA GOV VENDOR NUMBER: _____

CONTRACT INFORMATION:

1. (CHECK ONE) **INCORPORATED:** _____
(IF INC, A COPY OF THE CORPORATE RESOLUTION MUST BE SUBMITTED- SAMPLE ATTACHED);
LLC: _____ **OTHER:** _____
2. PLEASE PROVIDE AN EMAIL ADDRESS: _____
3. PLEASE VERIFY THE FOLLOWING INFORMATION AND MAKE ANY NECESSARY CORRECTIONS.

NAME: «Contractor»
«Contractor Address»
«Contractor City», «Contractor State» «Contractor Zip»

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____, domiciled in the City of _____, that _____ is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation with the State of Louisiana, Office of State Parks.

CERTIFICATE

I, _____ of _____ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the _____ day of _____, _____.; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of _____, _____.

NAME: _____

TITLE: _____

MEMORANDUM

DATE: May 8, 2019
TO: «Contractor»
FROM: Angela Gil
Title 38 Coordinator
RE: Disclosure of Ownership Affidavit

The Louisiana Legislature requires all for-profit corporations to file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office in Baton Rouge before contracting with state government. (R.S. 12:1-1622, 12:205 E and 12:304 A(11))

You are responsible for filing this form. As long as the ownership of your company remains the same, you do not need to file a new disclosure each time you contract with the Office of State Parks.

Non-profits, Partnerships and Limited Liability Corporations (LLC) are exempt from this requirement. For-profit corporations whose stock is publicly traded are also exempt.

If an out-of-state, for-profit corporation is doing business in Louisiana, then they must also file the disclosure affidavit. If the out of state business is not registered to do business in Louisiana, then they **must** contact the Secretary of State's office at 225-925-4704 or log in to <https://www.sos.la.gov/BusinessServices/FileBusinessDocuments/Pages/default.aspx> to complete all necessary documents to do business in Louisiana.

If your business is a for-profit corporation and a disclosure of ownership is required, the Office of State Parks will check the Secretary of State's Business Filings webpage for evidence of compliance. Contract execution will occur only if the required documentation is on file with the Secretary of State.

STATE OF LOUISIANA
PARISH OF «PARISH OF CONTRACTOR»

PROJECT NO.: «ProjectNo» «Part No»«WBS»
«Supplement Project No»
«Supplement Part No»«Supplement WBS»
NAME: «Project Reference 1»
«Project Reference 2»
«Project Reference 3»
LOCATION: «Project City», Louisiana

NON-COLLUSION AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing «Contractor» who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) 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

(2) 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.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2019.

NOTARY

EXHIBIT J

CONTRACT FOR CONSTRUCTION SERVICES OVER 25K

«Contractor»
«Contractor_Address»
«Contractor_City», «Contractor_State» «Contractor_Zip»
Email: «Contractor_Email»

RE: «Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No. «ProjectNo», «Part_No»«WBS»

Sir or Madam:

Please find enclosed five (5) copies of the Contract for Construction Services for the referenced project in the amount of «**Contract_Amount_Numerab**». Please sign all copies and have your signature witnessed by two (2) witnesses in the blanks provided next to your signature line. **Please do not date this contract. If you put a date on this contract, we will send the contract back to be signed again.**

Please complete and return **all five (5)** original contracts **along with the items listed below (one of each)** to this office immediately. If you need to make copies of the contracts, please return contracts on **legal sized** paper.

1. Certificates of Insurance, as per the Request for Proposals
 - a. General Liability, with additional insured and waiver of subrogation
 - b. Workers Compensation with waiver of subrogation
 - c. Automobile
 - d. Builder's Risk & Flood (if applicable)
2. Contractor Request Form and W-9
3. Signed and Notarized Non-Collusion Affidavit
4. Disclosure of Ownership & Corporate Resolution (**LLCs are exempt from these requirements**)

5. Surety should complete the Performance and Payment Bond section of the contract and attach the necessary Power of Attorney. (Surety signature must be witnessed by 2 witnesses)

This contract is not valid until fully executed by the Office of State Parks.

Sincerely,

Brandon Burris
Interim Assistant Secretary

Angela Gil
Title 38 Coordinator

GR/AG:«Typist_Initials»

Attachments

c: «PM», OSP, via email w/attachments

STATE OF LOUISIANA
PARISH OF «PARISH OF PROJECT»

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into _____ day of _____, 2019,
by «Contractor» hereinafter called the "Contractor", whose business address is «Contractor Address»,
«Contractor City», «Contractor State» «Contractor Zip» and the State of Louisiana Division of
Administration, herein represented by the contracting officer executing this contract, hereinafter called the
"Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual
covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work
required to build, construct and complete in a thorough and workmanlike manner:

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»

As per proposal dated «Proposal_Date», which is attached hereto and made a part thereof.

It is recognized by the parties herein that said Contract Documents including by way of example
and not of limitation, the Drawings and Specifications, if applicable, the Instructions to Bidders, General
Conditions, and any Addenda thereto, 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 Contract Documents are incorporated herein by reference with
the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of
the Owner and shall be completed within «Time Completion Days» («Time Completion Days»)
consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of
«Liquidated Damages Cost Per Day» per day for each consecutive calendar day which work is not
complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in
full consideration for the performance of the contract the sum of «Contract Amount Words» and No/100
Dollars («Contract Amount Numerals»), which sum represents the
«Base Bid Only or Plus Alternates». Application for payment shall be submitted for the value of labor
and materials incorporated in the work, less the normal retainage of 10%. The normal retainage shall not
be due until the final acceptance has been filed by the Contractor and the submission of a clear lien
certificate after the forty-five day lien period.

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus
received under this Contract and/or legislative appropriation shall be contractor's obligation and identified
under Federal tax identification number _____.

Performance and Payment Bond: To these presents personally came and intervened _____
, herein acting for _____, a corporation organized 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
said company, as Surety for the said Contractor, unto the said Owner, up to the sum of
«Contract Amount Words» and No/100 Dollars («Contract Amount Numerals»). By issuance of this
bond, the surety acknowledges they are in compliance with R.S. 38:2219. The condition of this performance
and payment bond shall be that should the Contractor herein not perform the contract in accordance with
the terms and conditions hereof, or should said contractor not fully indemnify and save harmless the Owner,
from all cost and damages which he may suffer by said Contractor's non-performance or should said
Contractor not pay all persons who have and fulfill 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).

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

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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 this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any Contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in five (5) counterparts, each of which shall, without proof of accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

STATE OF LOUISIANA
OFFICE OF STATE PARKS

OSP Witness #1 Sign Here

BY: _____
BRANDON BURRIS
INTERIM ASST. SECRETARY

OSP Witness #2 Sign Here

BY: _____
RICHARD H. HARTLEY
DEPUTY SECRETARY

Contractor Witness #1 Sign Here

Contractor Witness #2 Sign Here

Surety Witness #1 Sign Here

Surety Witness #2 Sign Here

BY: _____
«CONTRACTOR»

SURETY:

BY: _____
ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

VENDOR REQUEST FORM

MEMORANDUM

DATE: May 8, 2019

TO: ALL CONTRACT HOLDERS FOR THE OFFICE OF STATE PARKS

FROM: ANGELA GIL
TITLE 38 COORDINATOR

*Please be advised that **no** contract will be executed by the Office of State Parks until the following information is provided. This information will also be utilized by this office for preparation of IRS Form 1099.*

1. TELEPHONE NUMBER INCLUDING AREA CODE: _____
2. SOCIAL SECURITY NUMBER: _____ **OR**
FEDERAL EMPLOYER ID NUMBER: _____
3. COMPLETED FORM W-9 (Request for Taxpayer Identification Number and Certification).
4. CONTACT PERSON: _____
5. LA GOV VENDOR NUMBER: _____

CONTRACT INFORMATION:

1. (CHECK ONE) **INCORPORATED:** _____
(IF INC, A COPY OF THE CORPORATE RESOLUTION MUST BE SUBMITTED- SAMPLE ATTACHED);
LLC: _____ **OTHER:** _____
2. PLEASE PROVIDE AN EMAIL ADDRESS: _____
3. PLEASE VERIFY THE FOLLOWING INFORMATION AND MAKE ANY NECESSARY CORRECTIONS.

NAME: «Contractor»
 «Contractor Address»
 «Contractor City», «Contractor State» «Contractor Zip»

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____, domiciled in the City of _____, that _____ is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation with the State of Louisiana, Office of State Parks.

CERTIFICATE

I, _____ of _____ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the _____ day of _____, _____.; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of _____, _____.

NAME: _____

TITLE: _____

MEMORANDUM

DATE: May 8, 2019

TO: «Contractor»

FROM: Angela Gil
Title 38 Coordinator

RE: Disclosure of Ownership Affidavit

The Louisiana Legislature requires all for-profit corporations to file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office in Baton Rouge before contracting with state government. (R.S. 12:1-1622, 12:205 E and 12:304 A(11))

You are responsible for filing this form. As long as the ownership of your company remains the same, you do not need to file a new disclosure each time you contract with the Office of State Parks.

Non-profits, Partnerships and Limited Liability Corporations (LLC) are exempt from this requirement. For-profit corporations whose stock is publicly traded are also exempt.

If an out-of-state, for-profit corporation is doing business in Louisiana, then they must also file the disclosure affidavit. If the out of state business is not registered to do business in Louisiana, then they **must** contact the Secretary of State's office at 225-925-4704 or log in to <https://www.sos.la.gov/BusinessServices/FileBusinessDocuments/Pages/default.aspx> to complete all necessary documents to do business in Louisiana.

If your business is a for-profit corporation and a disclosure of ownership is required, Facility Planning & Control (FPC) will check the Secretary of State's Business Filings webpage for evidence of compliance. Contract execution will occur only if the required documentation is on file with the Secretary of State.

STATE OF LOUISIANA
PARISH OF **«PARISH OF CONTRACTOR»**

PROJECT NO.: «Project No.» «Part No» «WBS»
«Supplement Project No.»
«Supplement Part No» «Supplement WBS»
NAME: «Project Reference 1»
«Project Reference 2»
«Project Reference 3»
LOCATION: «Project City», Louisiana

NON-COLLUSION AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing **«Contractor»** who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) 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

(2) 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.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2019.

NOTARY

FLOOD REPAIRS TO THE EAST LANDING MEETING ROOM

CHICOT STATE PARK

JANUARY 2018

3469 CHICOT STATE PARK ROAD | VILLE PLATTE, LA 70586 | EVANGELINE PARISH
VERICLAIM CLAIM NUMBER: 301077827499-0001

OSP PROJECT MANAGER:
LEIGH LAFARGUE
OFFICE OF STATE PARKS
1051 NORTH THIRD STREET
BATON ROUGE LA 70804
225-342-8101
llafargue@crt.la.gov



GENERAL CONSTRUCTION NOTES:

1. ALL NEW WORK SHALL BE IN COMPLIANCE WITH THE CURRENT "BUILDING CODES FOR STATE OWNED BUILDINGS" AS ESTABLISHED BY LAC TITLE 34, PART III, SECTION 131 LOUISIANA BUILDING CODES.
2. CONTRACTOR SHALL VISIT THE SITE AND VERIFY SITE AND WORKING CONDITIONS PRIOR TO SUBMITTING BID. CONTRACTOR SHALL ADVISE PROJECT MANAGER IF EXISTING CONDITIONS ARE IN CONFLICT WITH THESE DOCUMENTS.
3. CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER IN WRITING OF ANY OMITTED ITEMS IN THE SEQUENCING OF THE WORK FOR INCLUSION IN THE BIDDING OF THE WORK AND CONSTRUCTION DOCUMENTS.
4. CONTRACTOR SHALL LOCATE, VERIFY, AND PROTECT-IN-PLACE ALL UTILITIES IN THE CONSTRUCTION AREA AND BUILDINGS. THIS INCLUDES (BUT IS NOT LIMITED TO) ELECTRICAL POWER, POTABLE WATER, SANITARY SEWER, TELEPHONE, AND FIBER OPTIC LINES, TYPICAL. UTILITIES WILL REQUIRE LOCATION BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR MUST CONTACT LOUISIANA ONE CALL (1-800-272-3020) A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UTILITIES FIELD LOCATED. CONTRACTOR SHALL MAINTAIN PROPER CLEARANCES FROM ALL OVERHEAD AND UNDERGROUND UTILITIES, AND SHALL CONTACT EACH UTILITY FOR SPECIFIC REQUIREMENTS.
5. ALL WORK SHALL BE COORDINATED IN CONJUNCTION WITH THE PARK MANAGER JESSICA EARLES 337-363-2441.
6. CONTRACTOR SHALL COORDINATE ALL UTILITY TURNING "OFF" AND "ON" WITH PARK MANAGEMENT, PROVIDE A MINIMUM OF 48 HOUR NOTICE TO PARK MANAGEMENT FOR UTILITY TURNING OFF AND ON.
7. CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS OFF SITE IN ACCORDANCE WITH APPLICABLE CODES AND LA DEQ.
8. CONTRACTOR SHALL OBEY ALL PARK RULES AND REGULATIONS WHILE ON THE PARK.
9. THE OFFICE OF STATE PARKS HAS FIRST RIGHT OF REFUSAL ON ANY SALVAGEABLE ITEMS WITHIN THIS SCOPE OF WORK.
10. CONTRACTOR SHALL REPAIR ANY DAMAGE TO ANY PARK FACILITY DONE BY CONTRACTOR OR SUB-CONTRACTOR'S ACTIONS OR ACTIVITIES.
11. STAGING AND LAY DOWN AREAS FOR MATERIALS AND EQUIPMENT SHALL BE COORDINATED WITH PROJECT MANAGER. CONTRACTOR SHALL BE REQUIRED TO KEEP STREETS FREE OF MUD AND DIRT AT ALL TIMES. THE OFFICE OF STATE PARKS IS NOT RESPONSIBLE FOR CONTRACTOR MATERIALS AND SITE SECURITY.
12. CONTRACTOR IS SOLELY RESPONSIBLE FOR WORK, TOOLS, MATERIALS AND CONSTRUCTION SITE SECURITY.
13. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AND WARNING SIGNAGE AROUND THE CONSTRUCTION SITE TO PROTECT THE PUBLIC FROM CONTRACTOR ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN FENCING AND SIGNAGE FOR THE DURATION OF CONTRACTOR ACTIVITIES AND THE PROJECT. SEE SPECIFICATIONS FOR DETAILS.
14. CONTRACTOR SHALL MAINTAIN A CLEAN JOBSITE. ALL TRASH AND DEBRIS SHALL BE REMOVED AS IT ACCUMULATES FROM THE SITE ON A DAILY BASIS, TYPICAL.

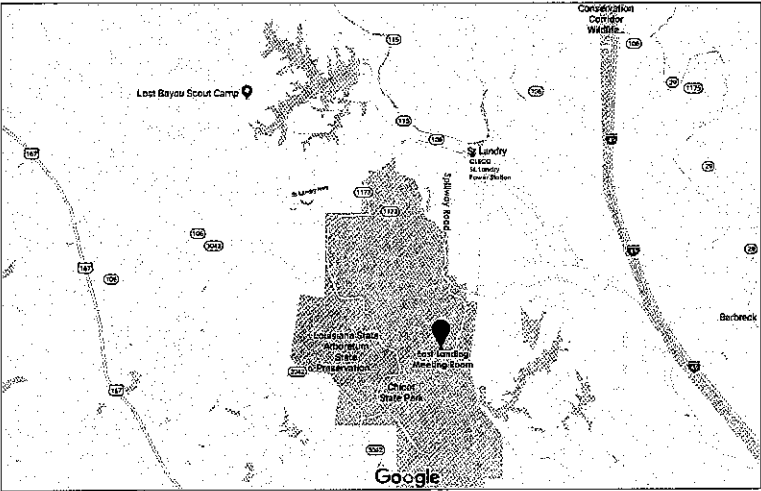
EXHIBIT K: EXAMPLE PLANS & SPECIFICATIONS

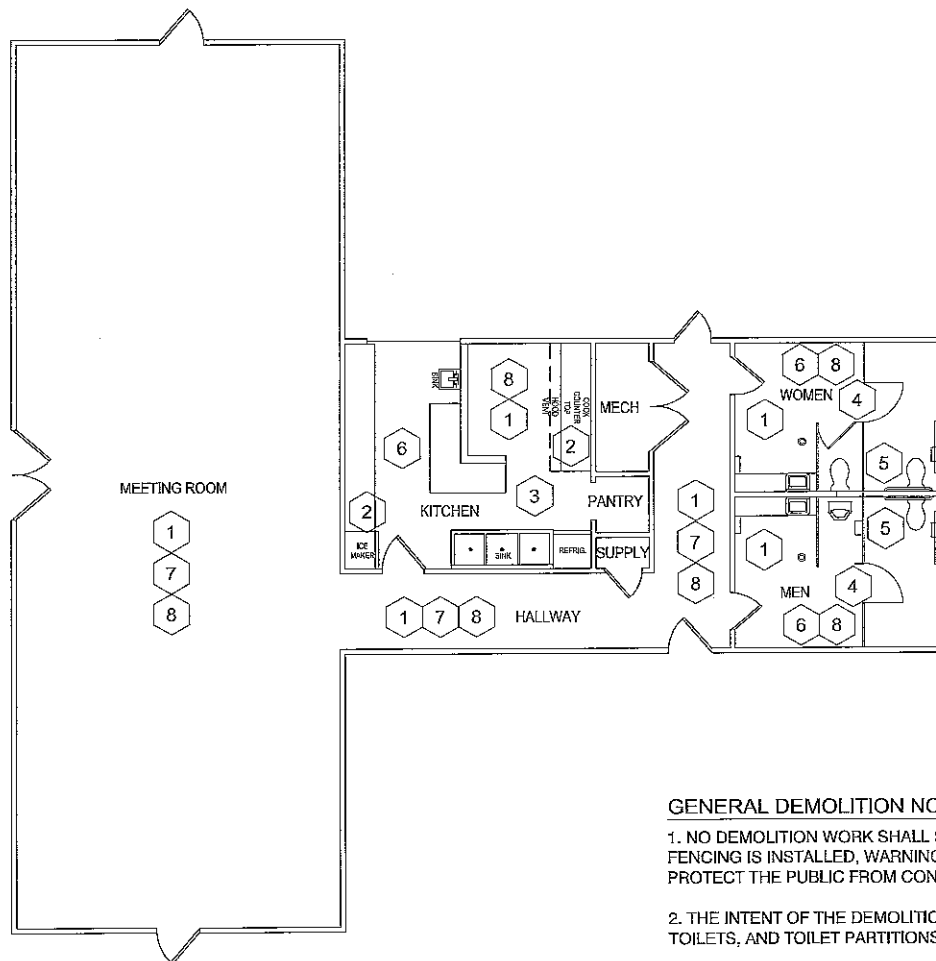


EAST LANDING MEETING ROOM
SITE COORDINATES:
LAT. 30°48'11.84" N
LONG. 92°16'8.45" W

SHEET INDEX

- A-1 DEMOLITION PLAN
A-2 CONSTRUCTION PLAN





1 MEETING ROOM DEMOLITION PLAN

1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



NORTH

EAST LANDING MEETING ROOM DEMOLITION KEYNOTES

- 1 PROTECT-IN-PLACE ALL WALLS, WATER FOUNTAINS, ELECTRICAL FIXTURES, PLUMBING AND MECHANICAL FIXTURES, INCLUDING FIRE EQUIPMENT, TYPICAL.
- 2 DISCONNECT STOVE AND ICE MACHINE, REMOVE, PROTECT AND STORE IN SECURE, CLIMATE CONTROLLED LOCATION TO ACCOMMODATE WORK AND INSTALLATION OF NEW FLOORING AND BASEBOARDS. RE-INSTALL STOVE AND ICE MACHINE ONCE WORK IS COMPLETE.
- 3 REMOVE AND STORE IN SECURE, CLIMATE CONTROLLED LOCATION ALL APPLIANCES AND HARDWARE FOR RE-USE. APPLIANCES INCLUDE BUT ARE NOT LIMITED TO REFRIGERATOR, FREEZER, SINKS, OVEN, FRYER, ICE MACHINE, MICROWAVE, PREP TABLES, TRASH RECEPTACLES. ALL APPLIANCES TO BE RECONNECTED ONCE WORK IS COMPLETE.
- 4 REMOVE AND PROPERLY DISPOSE OF ALL TOILET PARTITIONS AND HARDWARE, TYPICAL.
- 5 REMOVE AND PROPERLY DISPOSE OF ALL TOILETS AND URINAL.
- 6 REMOVE AND PROPERLY DISPOSE OF 4" VINYL COVE BASEBOARD WRAP, TYPICAL.
- 7 REMOVE AND PROPERLY DISPOSE OF 6" BASEBOARDS.
- 8 REMOVE AND PROPERLY DISPOSE OF ALL VCT FLOORING AND DEBRIS DOWN TO CONCRETE SUBFLOOR.

GENERAL DEMOLITION NOTES

1. NO DEMOLITION WORK SHALL START UNTIL ALL UTILITIES HAVE BEEN LOCATED AND MARKED, CONSTRUCTION FENCING IS INSTALLED, WARNING SIGNS ARE INSTALLED AND ALL SITE SAFETY MEASURES ARE IN PLACE TO PROTECT THE PUBLIC FROM CONSTRUCTION ACTIVITIES.
2. THE INTENT OF THE DEMOLITION WORK IS TO REMOVE ALL VINYL COMPOSITION FLOOR TILE(VCT), MATERIALS, TOILETS, AND TOILET PARTITIONS THAT WERE DAMAGED BY FLOODING.
3. DISCONNECT, REMOVE AND STORE IN SECURE LOCATION ALL BUILDING SIGNAGE, APPLIANCES, SINKS AND HARDWARE FOR RE-USE. APPLIANCES AND FIXTURES INCLUDE (BUT NOT LIMITED TO) REFRIGERATOR, FREEZER, SINKS, OVEN, FRYER, ICE MACHINE, MICROWAVE, PREP TABLES, TRASH RECEPTACLES AND OTHER MISCELLANEOUS HARDWARE IN CONSTRUCTION AREAS. ALL APPLIANCES TO BE RECONNECTED.
4. REMOVE AND PROPERLY DISPOSE OF ALL TOILETS, URINAL, TOILET PARTITIONS AND HARDWARE.
5. REMOVE ALL EXISTING VCT DOWN TO EXISTING CONCRETE SUBFLOOR. ETCH CONCRETE TO REMOVE ALL REMAINING ADHESIVE MATERIAL DOWN TO A BONDABLE SURFACE, ACCORDING TO MANUFACTURER'S INSTRUCTIONS. CONCRETE SUBFLOORS MUST BE TESTED FOR MOISTURE AND pH IN ACCORDANCE WITH ASTM F 2170 OR ASTM F 1869.

CHICOT STATE PARK
FLOOD REPAIRS TO EAST LANDING
MEETING ROOM
CLAIM #30177827499-0001
3469 CHICOT STATE PARK ROAD
VILLE PLATTE, LOUISIANA 70586



No.	Revision/Issue	Date

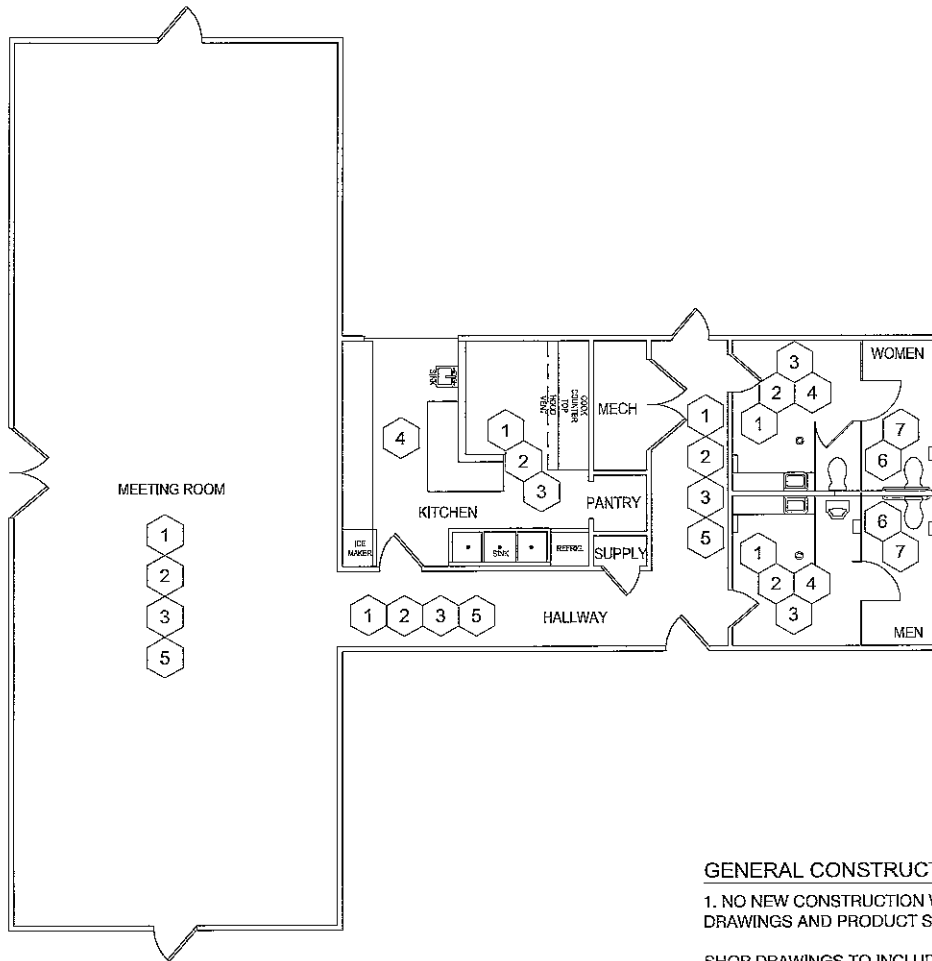
OFFICE OF STATE PARKS
PROJECT MANAGER
LEIGH LAFARGUE
PH: (225) 342-8101

SHEET TITLE:
EAST LANDING
MEETING ROOM
DEMOLITION PLAN

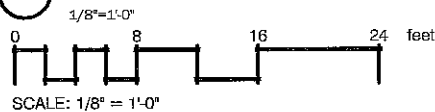
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DATE:
FEBRUARY 5, 2018
CLAIM No.
30177827499-0001

SHEET No.
A-1



1 MEETING ROOM CONSTRUCTION PLAN



EAST LANDING MEETING ROOM CONSTRUCTION KEYNOTES

- 1 PROTECT-IN-PLACE ALL WALLS, WATER FOUNTAINS, ELECTRICAL FIXTURES, PLUMBING AND MECHANICAL FIXTURES, INCLUDING FIRE EQUIPMENT, TYPICAL.
- 2 PREPARE CONCRETE SUBFLOOR SURFACE PER MANUFACTURER'S RECOMMENDATION. PROVIDE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION WITH PRODUCT SUBMISSION FOR REVIEW AND APPROVAL.
- 3 PROVIDE AND INSTALL NEW VCT FLOORING SYSTEM PER APPROVED PRODUCT SUBMISSION, TYPICAL. INSTALL PER MANUFACTURER'S RECOMMENDATION.
- 4 PROVIDE AND INSTALL NEW 4" VINYL COVE IN KITCHEN AND BATHROOM.
- 5 PROVIDE, PREPARE, PAINT AND INSTALL NEW HARDWOOD BASEBOARDS IN MEETING ROOM, HALLWAY, SUPPLY CLOSET AND MECHANICAL CLOSET. PAINT COLOR SELECTION AS APPROVED BY PROJECT MANAGER.
- 6 PROVIDE AND INSTALL NEW TOILETS AND URINAL PER PRODUCT SUBMISSION, TYPICAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AS APPROVED BY PROJECT MANAGER, TYPICAL.
- 7 PROVIDE AND INSTALL NEW TOILET PARTITIONS PER APPROVED SHOP DRAWINGS AND PRODUCT SUBMISSION, TYPICAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AS APPROVED BY PROJECT MANAGER, TYPICAL.

GENERAL CONSTRUCTION NOTES

1. NO NEW CONSTRUCTION WORK SHALL PROCEED UNTIL DEMOLITION WORK IS COMPLETED AND SHOP DRAWINGS AND PRODUCT SUBMISSIONS ARE APPROVED BY PROJECT MANAGER.

SHOP DRAWINGS TO INCLUDE ACTUAL FIELD MEASUREMENTS FOR TOILET PARTITION LAYOUTS, TILE LAYOUT PATTERN, TYPICAL.

PRODUCT SUBMISSIONS TO INCLUDE (BUT NOT LIMITED TOO) THE FOLLOWING: VCT TILE FLOORING, VINYL WALL BASE, ADHESIVE APPLICATION, PAINT, TOILET PARTITIONS, TOILETS AND ANY MISC. HARDWARE. EACH SUBMISSION SHALL INCLUDE ALL AVAILABLE OPTIONS FOR EACH PRODUCT AND COLOR SELECTIONS. SEE SPECIFICATIONS FOR SUBMISSION REQUIREMENTS.

FIXTURE SCHEDULE:

WATER CLOSETS (3): AMERICAN STANDARD # 215DA.104
OR APPROVED EQUAL

URINAL (1): AMERICAN STANDARD #6561.017; WHITE;
OR APPROVED EQUAL

CHICOT STATE PARK
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No.	Revision/Issue	Date

OFFICE OF STATE PARKS
PROJECT MANAGER
LEIGH LAFARGUE
PH: (225) 342-8101

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EAST LANDING
MEETING ROOM
CONSTRUCTION PLAN

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CLAIM No. 3077827499-0001	A-2
* Homeowners - Drive, Plot, Deed * Property - Call for Title, Survey * Call for Title, Survey, Plot, Deed	

**TECHNICAL SPECIFICATIONS FOR
FLOOD REPAIRS TO
THE EAST LANDING MEETING ROOM**

**SEDGEWICK CLAIM # 30177827499-0001
BUILDING CODE 420004/24**

**CHICOT STATE PARK
VILLE PLATTE, LOUISIANA**



PREPARED BY:

**RESOURCE DEVELOPMENT SECTION
OFFICE OF STATE PARKS
DEPARTMENT OF CULTURE, RECREATION AND TOURISM**

DATE: APRIL 2018

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - Summary of Work - The Contractor shall provide all labor, materials and equipment necessary to repair flood damage to the East Landing Meeting Room at Chicot State Park. This consists of the following work:

1. Protect-in-place all surfacing, furnishings, contents, utilities and site of the East Landing Meeting Room building from damage and wear during this work.
2. Coordinate work with park staff and Project Manager to identify staging and lay down areas for materials and equipment.
3. Perform demolition and construction work on building per the plans and specifications. Provide all security, shoring, bracing, construction fencing, barricades and signage to maintain a safe work environment at all times during the project. Provide warning signage of construction activities and dangers. Dispose of all construction debris each day by legal means off site.
4. Disconnect stove and ice machine, remove, protect and store in secure, climate controlled location to accommodate work and installation of new flooring and baseboards. Re-install once complete.
5. Perform all new construction work per the plans and specifications. This includes but not limited to the following items; removal and storage of existing appliances; preparation of flooring surface to receive new flooring, removal of flood damaged flooring and materials, installation of new VCT tile flooring, installation of new 6" hardwood baseboards, installation of new 4" wrap vinyl cove; installation of new toilet partitions,

installation of new toilets. All installation work shall be per these plans and specification or per manufacturer's recommendations as approved by project manager.

6. Repair any damage to the site, site amenities, meeting room walls or ceilings which may have occurred during construction with matching materials, colors and textures to original finishes.
7. Dispose of all construction debris by legal means off site.

Any damage to the site, utilities or buildings will be repaired by the contractor at no additional costs to the State of Louisiana.

Unless specified otherwise, all materials shall be new, manufactured items suitable for their intended use, installed according to manufacturer's directions or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal good trade practices with all lines, elevations, surfaces, finishes, etc. like those shown in the plans and/or contained in specifications.

SECTION 01015 - Contractor's Use of Premises

- 1) The Contractor shall have free use of restrooms and reasonable use of electrical power and water for construction purposes. In no way shall the contractor's use of the park impair the park's use or condition. The contractor shall promptly repair any damage to the satisfaction of the Inspector.
- 2) Free lodging of laborers on grounds is not permitted. Further, the contractor shall be subject to all other Park Regulations applying to the public.
- 3) The Contractor shall schedule his work to provide no interference with park visitation

and shall keep utility outages to the minimum length required for construction.

SECTION 01041 - Project Coordination - The Project Inspector shall be the Office of State Parks' **Project Manager, Leigh LaFargue (225) 342-8101**, and her decision shall be final in all interpretations of the plans and these specifications. All communications shall be through the Project Inspector. Cooperate with the park manager in all matters pertaining to scheduling correlations with the public, access to the site and on site material storage.

SECTION 01050 - Field Engineering - The contractor is responsible for all quantities, measurements, and grades.

SECTION 01051 - Grades, Lines, and Levels - All construction shall be plumb, level and true to the lines shown on the plans. All slopes shall be consist and drain as intended. The Inspector shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project. Slope to drain always.

SECTION 01060 - Regulatory Requirements

1) Obtain all permits, pay all fees, record the contract, and comply with all state, federal, and local requirements. All construction shall comply with the International Building Code for State-Owned Buildings. If any provision of these specifications or the plans are in conflict with any code, the contractor shall notify the Inspector before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state.

2) Safety is part of this contract. Abide by OSHA and all other safety regulations and

take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public and workmen.

3) Temporary Scaffolds, Staging, and Safety Devices - The contractor shall provide, erect, maintain and remove, when directed, all scaffolding, staging, platforms, temporary flooring, temporary runways, guards, railing, stairs, and ladders necessary for reaching all portions of the work conveniently and safely and as required by local, federal and state codes or laws for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, as applicable to the project.

4) Fire Protection - Verify availability and location of existing onsite fire protection equipment. Provide additional temporary equipment as required by applicable safety standards.

SECTION 01150 - Measurement and Payment

1) Bids - The Contractor's bid shall be lump sum with no qualifications, informalities, or item payments or the bid will be disqualified

2) Add alternates - If add alternates are part of project the contractor shall note them and their amount on his bid. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

3) Partial payments - See Progress Payments and Acceptance in bid documents. If the contractor requests partial payments, they shall be made using the invoice and schedule of values forms supplied in these specifications. The approved schedule of values shall be

based upon the divisions of these specifications except that the value of Division One shall be zero. Upon completion of the project (acceptance), payment will be authorized for 90% of the contract amount (10% retainage) less the value of all punch list items which shall be computed at 2.5 times the actual cost of the punch list. No partial payments on the punch list. The Inspector's decision on payment approval shall be final.

4) Change orders - All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders. Change orders shall be prepared by the contractor as directed by the Inspector and approved by State Purchasing and the Inspector prior to the work/change being done.

Change orders shall contain:

- a) An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and material, labor and material cost need to be shown separately.
- b) Same as above for contractor's labor and material.
- c) Overhead and profit.
- d) Time.

5) Quantities - All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge of State Parks. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the inspector shall be notified prior to construction.

SECTION 01200 - Project Meetings - A pre-bid conference will be held at the job site and prospective bidders are expected to be familiar with site conditions and bid procedures.

PRE-BID DATE: _____

After the contract is let, a pre-construction conference shall be held before commencing work. Progress meetings shall be held at least monthly to review the progress and quality of the work and to review requests for partial payment. At the completion of work, a Final Inspection shall be held after at least a **three (3) day notice** by the Contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

SECTION 01300 - Submittals

- 1) As equal determinations- Manufacturer's brand names, colors and model numbers are used for the sole purpose of obtaining competitive bids. Substitutions of products of other manufacturers equal to or superior to those listed may be acceptable if approved by the Inspector prior to bidding. Otherwise, the Contractor's substitution may be rejected. For a substitution to be pre-approved by the Inspector, the Contractor may submit, ten (10) days before bid date, samples, brochures, and technical data sufficient for the Inspector to make a decision.
- 2) Packaging -The Contractor shall retain all packaging and supplier's invoices in neat, clean, dry, legible condition for the Inspector to determine compliance with these specifications.
- 3) Shop drawings - Submit shop drawings wherever required by the plans, these specifications or when required by the inspector. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.

Submittal Register:

1. 09660 Vinyl Composition Floor Tile (VCT)

Adhesive

Submit Product Data, Samples, and Shop Drawings to Project Manager

2. 09900 Paint

Submit Product Data and Samples to Project Manager

3. 10155 Partitions

Submit Product Data, Samples, and Shop Drawings to Project Manager

4. Toilets

Submit Product Data and Samples to Project Manager

SECTION 01510 - Temporary Utilities - Provide temporary utilities as needed at no additional cost to the State.

SECTION 01700 - Contract Closeout - See bidding and contract requirements regarding Final Payments and project meetings regarding acceptance, punch list, and final inspection. After completion, the Contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc., and leave the work in a neat and clean condition with all facilities ready for use by the Office of State Parks. Salvageable materials remain the property of the State and shall be delivered to the Park Manager. Materials deemed waste by the Project Inspector shall be removed from the park by the Contractor.

Contractor shall provide the project inspector with a Project Manual. This project manual shall include the following information:

- Contact information for both the general contractor and all subcontractors.
- Copies of inspection certificates from authorities having jurisdiction. Particularly the Office of the State Fire Marshal.
- Copy of all cut sheets.
- Maintenance schedule for all equipment.
- Care instructions for equipment and finishes.
- Chemical safety instructions if chemicals or chemical equipment is part of the project.
- Provide all equipment operating manuals, training and warranties.

The contractor shall provide the project inspector with two copies of the project manual. All information shall be provided in binders.

The project manual must be submitted with or prior to the retainage pay request. If not submitted the pay request shall be held until the manual is submitted to the project inspector.

SECTION 01710 - Cleaning

GENERAL

A. Work Included:

Throughout the construction period, maintain the building and the site in a standard of cleanliness as described in this section. Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

MATERIALS

Provide all required personnel, equipment and materials needed to maintain specified standard of cleanliness. Use only the cleaning materials and equipment which are

compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Project Manager.

EXECUTION

Progress Cleaning:

- A. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
Do not allow the accumulation of scrap, debris, waste material and other items not required for the construction of the work.
- B. Provide daily cleanup of areas adjacent to work area.
- C. At the end of each working day, store tools, small equipment (able to be carried by two – persons), building materials, and debris.
- D. At the end of each working day, remove from the site all scrap, debris, and waste material. Provide adequate storage for all items awaiting removal from the site, observing all requirements for fire protection and protection of the ecology.

Structures:

- A. At the end of each working day, sweep interior spaces clean. “Clean” for the purpose of this sub-paragraph, shall be interpreted as meaning (free from dust and other material capable of being removed by use of reasonable effort of a hand-held broom).
- B. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all materials and equipment required achieving the required cleanliness.

- C. Clean the finish floor daily as required while work is being performed in the space in which finish materials have been installed. "Clean" for the purpose of this subparagraph, shall be interpreted as meaning free from any foreign material, which in the opinion of the Project Inspector may be injurious to the finish floor material.
- D. Carefully protect from damage or staining all installed finish material, equipment and fixtures without consideration of when they were installed. Damage of stained parts will be repaired or replaced by the contractor at no additional cost to the owner.

Final Cleaning:

- A. "Cleaning" for the purpose of this article shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only materials and equipment recommended by the manufacturer of the finish material.
- C. To all surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished or buffed.
- D. Schedule final cleaning as approved by the Project Inspector to enable the owner to accept a completely clean project.

SECTION 01740 - WARRANTIES AND BONDS - All materials and workmanship shall have a warranty for a period of 1 year.

SECTION 02000 – SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general requirements of the contract, apply to this section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Prepare facility for the demolition activity by installation of construction fencing and warning signage.
 - 2. Protecting of existing facility and utilities from demolition activities.
 - 4. Remove and store all kitchen appliances.
 - 5. Remove all toilet partitions and toilets.
 - 5. Protect -in-place all utilities to remain.
 - 6. Remove flooring system and baseboards.
 - 7. Remove all debris from site and park by lawful means.
- B. Related Sections include the following:
 - 1. General Requirements 01000

1.3 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared and demolished building materials shall become contractor's property and shall be removed from the site by lawful means.

1.4 SUBMITTALS

- A. Photograph and videotape, sufficiently detailed, of existing conditions of the existing facility, and site improvements that might be misconstrued as damage caused by contractor's actions.
- B. Record drawings according to Division 1 Section "Contract Closeout".
 - 1. Identify and accurately locate utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 QUALITY ASSURANCE

- A. Pre-construction Conference: Conduct conference at project site to comply with requirements in Division 1 Section "Project Meeting".

1.6 PROJECT CONDITIONS

- A. Minimize interference with adjoining roads, streets, walks and other adjacent occupied or used facilities during demolition and construction operation. Coordinate all operation with project manager and park staff.
- B. Notify utility locator service for area where project is located before any work begins including demolition activities.
- C. Where utility locator service is unavailable it is the contractor's responsibility to locate and mark and maintain marking through construction all utilities within the limits of construction.
- D. Secure the facility at the end of each work day to protect the facility from vandalism and theft. Site Security is the sole responsibility of the contractor.

PART2 – PRODUCTS

2.1 SURFACE PROTECTIVE MATERIALS

- A. Satisfactory protective materials: Requirements for satisfactory materials are specified in this section.
 - 1. Plywood: Minimum of 1/2" thickness sheets. All sheets shall be free of nails, screws or other object and free from cracks, splits and splinters.
 - 2. Visqueen: Minimum of 6 mill thickness. Sheet over laps shall be a minimum of 2' and taped in place.
 - 3. Mover's blankets: Standard heavy padded cotton or polyester blankets use in the moving industry.
 - 4. Corrugated Cardboard: Minimum 1/4" thick cardboard.
 - 5. Masking tape: Minimum 1" thick medium adhesion painter's tape.

1.2 SITE PROTECTIVE MATERIALS

- A. Satisfactory protective materials: Requirements for satisfactory materials are specified in this section.
 - 1. Orange Construction Fencing: Standard 15 Mil plastic mesh construction fencing , minimum 4'-0" installed with standard 14 gauge metal fence post per manufacturer's recommendation.
 - 2. Signage: Exterior grade construction sign minimum (2) two total 2' x 3' sized signs as approved by project manager. Sign shall read," Danger – Construction Area - Keep Out".

PART 3 – EXECUTION

3.1 PREPARATION

- A. Remove all site amenities, furnishing and contents from the work area and protect from dust and damage in a controlled environment.
- B. Protect building air conditioning system from damage by turning off and sealing to prevent dust intrusion into ductworks and cooling coils.
- C. Protect building and all contents from dust intrusion when not working in the area.
- D. Protect all surfaces (flooring, ceilings, walls, doors, tile, etc.) from damage by contractor's activities by covering with protective materials prior to any demolition activities. Place protective materials a minimum of 10'-0" from demolition areas and a minimum of 10'-0" widths along all routes of egress for the workmen. Secure all protective materials with tape throughout the construction project.

3.2 GENERAL DEMOLITION

- A. State Parks reserves the right to keep any materials from the demolition that is suitable for reuse. All other demolition items shall be disposed of offsite by legal means.
- B. Disconnect, remove and store in secure, climate controlled location all building signage, appliances, sinks and hardware for re-use. Appliances and fixtures include (but not limited too) refrigerator, freezer, sinks, oven, fryer, ice machine, microwave, prep tables, trash receptacles and other misc. hardware in construction areas. All appliances to be reconnected.
- C. Protect-in-place all remaining fixtures which includes (but not limited too) piping, valves, water heaters, arresters, vents, fire suppression system and components, drains

and drain lines.

- D. Remove all VCT down to existing concrete subfloor. Remove all remaining adhesive and any other foreign material which could affect the installation and adhesive bond to the substrate. Prepare concrete subfloor according to the manufacturer's instructions.
- E. Remove all toilets, toilet partitions and hardware.
- F. Any damages to existing facilities due to contractor's work. Contractor at no cost will repair damage to State Park property. Conduct demolition to minimize interference with operations of the State Parks. Remove all material produced by or used during demolition from site as soon possible (not to have site undesirable.) Conduct demolition to minimize interference with adjacent park areas.

3.3 UTILITIES

- A. Contractor shall protect all existing utilities to remain within areas of work, this includes (but not limited too) panel boxes, switches, receptacles, appliances, hood vent, exhaust fans, wiring, light fixtures, insulation and duct work.
- B. Existing utilities: Do not interrupt utilities serving facilities occupied by owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility service according to requirement indicated:
 - 1. Notify project manager and Park manager not less than 2 days (48 hours) in advance of proposed utility interruptions.

3.7 DISPOSAL

- A. Disposal: Remove obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off owner's property.

END OF SECTION 02000

SECTION 09660 – RESILIENT TILE FLOORING

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, tools and equipment necessary for the installation of resilient tile flooring in areas as shown in the plan.

1.02 SUBMITTALS

- A. Manufacturer to provide current data sheets on all materials intended for use on this project.
- B. Shop drawings on flooring patterns, accessories or other fabricated items, if required.
- C. Manufacturer's product data and installation instructions.
- D. Safety and handling instructions for storage, handling and use of the materials including Material Safety Data Sheets (MSDS) on each product intended for use.
- E. Field Quality Control Procedures to be utilized by the contractor to insure proper installation.

1.03 MATERIALS, DELIVERY AND STORAGE

- A. Materials shall be delivered in the manufacturers original, tightly sealed containers or unopened packages, clearly labeled with the manufacturer's name, product identification, safety information, UL approvals, and batch or lot numbers where applicable.
- B. Containers shall be stored out of the weather and away from direct sunlight at temperatures within the limits specified by the materials manufacturer.
- C. All materials shall be stored in compliance with local fire and safety codes.

1.04 ENVIRONMENTAL CONDITIONS

- A. Do not install resilient flooring or vinyl wall base below the temperature specified in Manufacturer data sheets.
- B. Resilient flooring and wall base shall be installed as approved and directed by Manufacturer's technical personnel.

1.05 SEQUENCE OF SCHEDULING

- A. A new resilient tile system is installed when the preparation of the subfloors are in place and in coordination with other building trades.

- B. Install resilient tile only after all other finish work has been completed, including painting.

PART 2 – PRODUCTS

2.01 RESILIENT TILE AND WALL BASE

A. Vinyl Composition Floor Tile (VCT) : Products complying with ASTM F 1066, Composition 1 (nonasbestos Formulated), and with requirement specified in Vinyl Composition Floor Tile Product and as follows:

1. Approved Manufacturers: Azrock Industries, Inc., Armstrong World Industries, Inc. and Mannington Flooring or approved equal.
2. Class 2
3. Wearing Surface: Smooth
4. 1/8" thickness
5. 12" x 12" size
6. Match existing or as directed by project manager.
7. Fire Performance Characteristics: Resilient tile to have critical Radiant Flux: 0.45 watts per sq. cm or more per ASTM E 648 and Smoke Density less than 450 per ASTM E 662.

B. Concrete Slab Primer: Primer used shall be as recommended by manufacturer.

C. Trowelable Underlayment and Patching Compounds: Latex-modified, Portland-cement-based formulation provided or approved by tile manufacturer for application indicated.

D. Adhesive: Water resistant type recommended by tile manufacturer to suit resilient floor tile products and substrate conditions indicated.

E. Wax/ sealer: Non-slip non-yellowing clear sealer as recommended by flooring manufacturer.

F. Cove Wall Base: Coved toe, 4" high profile vinyl wall base; match existing color.

PART 3 – EXECUTION:

3.01 GENERAL

A. Examine areas where installation of resilient tile will occur, with installer present, to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified in this section.

3.02 SURFACE PREPARATION

- A. Concrete Slab Underlayment: Verify that slab is dry, clean, smooth, and structurally sound. The surface must be free of all dust, loose particles, solvents, paint, grease, oil, wax, alkali, sealing/curing compounds, old adhesive, and any other foreign material which could affect the installation and adhesive bond to the substrate. Determine adhesion and dryness characteristics by performing bonding and moisture test recommended by tile manufacturer.
- B. Fill all depressions, cracks, and other surface irregularities with a good quality Portland cement based underlayment patching compound appropriate for this purpose.
- C. Concrete subfloors must be tested for moisture and pH according to manufacturer's instructions.
- D. Broom and vacuum clean substrates to be covered by resilient flooring system immediately before tile installation. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- E. Apply primer if recommended by flooring manufacturer, prior to applying adhesive. Apply adhesive according to manufacturer's directions.
- F. Do not proceed with resilient floor installation until all substrate defects have been corrected in compliance with manufacturer's recommendations.
- G. Cove Wall Base: All walls must be permanently dry, clean, smooth, and free of any foreign material which could affect the adhesive bond to the substrate.

3.03 INSTALLATION

- A. Comply with manufacturer's installation directions and other requirements indicated that are applicable to each type of tile installation included in this project. It is the installer's responsibility to modify the open and working time dependent on the ambient temperature, humidity, substrate porosity and temperature, and air movement.
- B. Establish reference points to install the flooring. Layout tiles from center marks established with principal wall, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths at perimeter that equal less than one-half of a tile. Install tiles square with the room axis, unless otherwise indicated.
- C. Match tiles for color and pattern by following the manufacturer's instructions. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped or deformed tiles.

- D. Lay tiles with grain running in the one direction. Lay tiles in pattern with respect to location of colors, borders, patterns and sizes as directed by project managers.
- E. Scribe, cut and fit tiles to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, piping, outlets, edges, thresholds, and nosings. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Adhere tiles to flooring substrates without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed tile installation.
- G. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times.
- H. Hand roll tiles where required by tile manufacturer.
- I. Cove Wall Base: Allow coiled wall base to lay flat for at least 24 hours, between 65° and 85°F with HVAC system operating, prior to installation. Comply with manufacturer's adhesive chart and installation procedures and instructions.

3.04 STORAGE OF MATERIALS

- A. Deliver tiles and installation accessories to project site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, project identification, and shipping and handling instructions.
- B. Store flooring materials in dry spaces protected from the weather with ambient temperatures maintained between 65 degree F and 85 degree F.
- C. Store tiles on flat surfaces. Move tiles and installation accessories into spaces where they will be installed at least 48 hours in advance of installation.
- D. Cove Wall Base: Store vinyl wall base in an indoor, climate controlled space protected from the elements. Temperature to be maintained between 65° and 85°F with a relative humidity between 40% and 60%.

3.10 CLEAN UP

- A. Remove all visible adhesive and other surface blemishes using cleaner recommended by tile manufacturer.
- B. Sweep and vacuum floor thoroughly
- C. Do not wash floor until after time period recommended by tile manufacturer.

- D. Damp-mop tile to remove black marks and soil.
- E. Protect flooring against mars, marks, indentations, and other damage from construction operation and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by tile manufacturer.
- G. Cover tiles with undyed, untreated building paper until inspection for substantial completion or restrain all traffic from rooms with completed flooring.
- H. After final cleaning, apply protective wax and (2) two coats non-slip sealer / polish to resilient tile flooring and accessories free from soil, excess adhesive or surface blemishes. Use commercially available acrylic products acceptable to flooring manufacturer and user agency.
- I. Clean and seal tiles not more than 4 days prior to dates scheduled for inspections intended to establish date of substantial completion in each area of project.
- J. Adhesive clean-up for wall base can be performed using a clean white cloth dampened with water to remove wet adhesive from floor covering and tools.

END OF SECTION 09660

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes paint and finish all interior hardwood baseboards, in accordance with the types of finish shown on the Drawings and as specified herein.
- B. Related work described elsewhere: Priming or priming and finishing of certain surfaces are specified to be factory performed or installer performed under pertinent other Sections.
- C. Work not included: Do not include painting which is specified under other Sections. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, duct shafts, etc. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section, except as may be specified herein. Do not paint any moving parts of mechanical or electrical operating units. Do not paint over any required labels or equipment identification, performance ratings, or name or nomenclature plates.
- D. Definitions: The term "paint", as used herein, means all coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime or finish coats.

1.2 QUALITY ASSURANCE

- A. Qualification of manufacturer: Products used in the work of this Section -shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.
- B. Qualifications of workmen: Provide at least one person who shall be present at all times during execution of the work of this Section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this Section. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used. In acceptance or rejection of the work of this Section, the Architect will make no allowance for lack of skill on the part of workmen.
- C. Paint coordination: Provide finish coats which are compatible with the

prime coats used. Provide barrier coats over non-compatible primers, or remove the primer and reprime as required. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata. Notify the Project Manager in writing of anticipated problems in using the specified coating systems over prime coating supplied under other Sections.

1.3 SUBMITTALS

- A. Manufacturer's data: Provide submittals containing the following information:
 - 1) Complete materials list of all, items proposed to be furnished and installed under this Section;
 - 2) Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements-,
- B. Samples: As requested submit Samples for-the Project Manager's review. Revise and resubmit each sample as required until the approval of gloss, color, and texture is achieved.

1.4 PRODUCT HANDLING

- A. Delivery of materials: Deliver all materials to the job site in original, new, and unopened containers bearing the manufacturer's name and label showing at least the following information:
 - 1) Name or title of the material, including color name and number;
 - 2) Manufacturer's name;
 - 3) Contents by volume for major constituents;
 - 4) Thinning instructions;
 - 5) Application instructions.
- B. Storage of materials: Provide proper storage to -prevent damage to, and deterioration of, paint materials.
- C. Protection: Use a means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.
- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.5 JOB CONDITIONS

- A. Surface temperatures: Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperature are below 45 degrees F, unless permitted by the manufacturer printed instructions. Do not apply water-base paints when the temperature of surfaces to be painted and the surrounding air temperature are below 50 degrees F, unless otherwise permitted by the manufacturer's printed instructions.
- B. Weather conditions: Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the manufacturers printed instructions. Applications may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods. Do not apply paint in areas where dust -is being generated.

1.6 EXTRA STOCK

- A. Upon completion of the work of this Section, deliver to the Owner a partially used containers, plus (2) two unopened gallons of each color, type, and gloss of paint used. Tightly seal each container and clearly label with the contents and location used.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Design is generally based on the use of Acrylic Latex based paint products manufactured by Sherwin Williams, Glidden Professional, or Benjamin Moore & Company.
- B. General: Provide the best quality grade of the various types of coatings as regularly manufactured by paint materials manufacturers approved by the Architect. Materials not displaying the manufacturer's identification as a standard best-grade product will not be acceptable.
- C. Durability: Provide paints of durable and washable quality. Do not use paint materials which will not withstand normal washing as required to remove pencil marks, ink, ordinary soil, and any similar material without showing discoloration loss of gloss, staining, or other damage.
- D. Colors and glosses: The Project Manager will select colors to be used in the various types of paint specified and will be the sole judge of acceptability of the various glosses obtained from the materials proposed to be used in the Work.

- E. Undercoats and thinners: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.
- F. Standards: Provide paint materials which meet or exceed the standards listed for each application in the Painting Schedule in Part Three of this Section.

2.2 APPLICATION EQUIPMENT

- A. General: For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Project Manager.
- B. Compatibility: Prior to actual use of application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment.
- C. Moisture meter as required in preparation of wood surfaces.
- D. All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the project manager.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection: Prior to installation of the work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Obtain project manager's written acceptance of construction work prior to starting painting. Verify that surfaces to be painted are clean, dry, smooth and at the proper temperature. Verify that painting may be completed in strict accordance with the original design and with the manufacturer's recommendations.
- B. Discrepancies: Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved and approved by the project manager.

- C. Acceptance: The application of paint will be construed as the applicators acceptance of the surface and working conditions are in accordance with the construction documents.

3.2 MATERIALS PREPARATION

- A. General: Mix and prepare painting materials in strict accord with manufacturer's recommendations. No hand mixed paint will be allowed. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
- B. Stirring: Stir all materials before application to produce a mixture of uniform density, and as required during the application of materials. Do not stir into the material any film which may form on the surface. Remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

- A. General: Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations. Remove all removable items which are in place and are - not scheduled to receive paint finish, or provide surface applied protection prior to- surface preparation and painting operations. Following completion of painting in each space or area, reinstall the removed items.
- B. Cleaning: Clean each surface to be painted prior to applying paint or surface treatment. Remove oil and grease with clean cloths and cleaning solvents of low toxicity and a flash point in excess of 120 degrees F prior to start of mechanical cleaning. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.
- C. Preparation of wood surfaces: Clean all wood surfaces until they are free from dirt oil and all other foreign substance. Smooth all finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface. Unless specifically approved by the - Architect, do not proceed with painting wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture-meter.
- D. Preparation of metal surfaces: Thoroughly clean all surfaces until they are completely free from dirt, oil grease, loose mill scale and other foreign substances. On galvanized surfaces, use solvent for the initial cleaning and

then treat the surface thoroughly with phosphoric acid etch. . Remove all etching solution before proceeding. Allow to dry thoroughly before application of paint.

3.4 PAINT APPLICATION

- A. General: Apply each material in strict compliance with the manufacturer's recommendations. Use applicators and techniques best suited for the type of material being applied. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by the manufacturer. Apply additional coats without additional charge, when undercoats, stains or other conditions show through the final coat of paint, until the paint is of a smooth, uniform finish, color and appearance.
- B. Coats: Give special attention to insure that all surfaces, including edges, comers, crevices, welds and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- C. Prime coats: Apply a prime coat on all surfaces to be painted. Spot Priming is not allowed. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat of priming paint, to assure a finish coat with an even finish with no defects due to insufficient sealing.
- D. Semi-Exposed surfaces: Paint surfaces behind moveable equipment and furniture the same as adjacent exposed surfaces. Paint surfaces behind permanently-fixed equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat non-specular black paint. Paint the back sides of access panels and removable or hinged covers to match the exposed sides.
- E. Pigmented (opaque) finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.
- F. Transparent (clear) finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.
- G. Drying: Allow sufficient drying time between coats. Modify the period as recommended by the material manufacturer to suit weather conditions. Oil-base and oleo-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under

moderate pressure of the thumb, and the application of another coat of paint does- not cause lifting or loss of adhesion of the undercoat.

- H. Brush or roller application: Brush or roll out and work all coats onto the surfaces in an even film. Laps, brush marks, runs, sags, and other surface imperfections will not be acceptable.
- I. Spray application: Spray painting is not allowed. Confine spray application to only controlled conditions and spaces. Spray metal framework and similar surfaces where hand brush work would be inferior. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of one coat in one pass.
- J. Completed work shall match the approved samples for color, texture, sheen and coverage. Remove, refinish, or repaint all work not in compliance with the specified requirements.

3.5 PAINTING SCHEDULE

Paint Schedule:

Interior wood baseboards: 1 primer coat and 2 finished coats. (Acrylic Latex) Color to match existing, chosen by Project Manager.

3.6 CLEAN-UP AND TOUCH-UP

- A. Clean-up: During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of Washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Touch-up: At the completion of work of other trades, touch up and restore all damaged or defaced painted surfaces. Especially in the case of gypsum board painting, painter shall go over his work after completion and repair all damaged spots whether due to defective materials or workmanship or defects of the surfaces covered. In doing touch-up work on wall surfaces previously rolled, use the "dry roller" method of touch-up, not a brush.

END OF SECTION 09900

SECTION 10155 – PARTITIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, apply to this Section.

1.2 SUMMARY

- A. This section includes Toilet compartments and screens as follows:
 - 1. Type: Solid-plastic.
 - 2. Compartment Style: Overhead and floor anchored.
 - 3. Screen Style: Floor anchored.

1.3 SUBMITTALS

- A. Product Data: For each type and style of toilet compartment and screen specified. Include details of construction relative to materials, fabrication, and installation. Include details of anchors, hardware, and fasteners.
- B. Shop Drawings: For fabrication and installation of toilet compartments and screen assemblies. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Show locations of reinforcement and cutouts for compartments-mounted toilet accessories.
- C. Samples for Verification: Of each compartment or screen color and finish required, prepared on 6-inch-square sample of the same thickness and material indicated for work.

1.4 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Bradley, Bradmar Solid Plastic (HDPE) “Series 700”.
- B. Accurate Partitions, “Solid Plastic Partitions, Floor-to-ceiling Anchored”.
- C. AJW Architectural Products, “Solid Plastic Partitions, Floor-to-ceiling Anchored”.
- D. Or prior approved equal.

2.2 MATERIALS

- A. General: Provide materials that have been selected for surface flatness and smoothness. Exposed surfaces that exhibit pitting, seams marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections on finished units are unacceptable.
- B. Solid-Plastic: Door, panels and pilasters are constructed from 1" thick High Density Polyethylene (HDPE) resins pressed under high pressure to form a single component. This material is waterproof, non-absorbent and has a self-lubricating surface which resists marks from graffiti. All plastic components are shipped with a self-adhesive coating for protection during installation.
 - 1. Colors: Match existing unit components to be replaced. If color selection does not exist anymore provide project manager standard color selection for that product for new color selection.
- B. Pilaster Shoes and Sleeves (Caps): ASTM A 666, Type 302 or 304 stainless steel, not less 0.0312 inch thick and 3 inches high, finished to match hardware.
- C. Stirrup Brackets: Manufacturer's standard ear or u-brackets for attaching panels and screens to walls and pilasters for the following materials:
 - 1. Material: Stainless steel. (where standard with phenolic partitions)
- D. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories of the following materials:
 - 1. Material: Stainless steel. (where standard with phenolic partitions)
- E. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with anti-grip profile in manufacturer's standard finish.
- F. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match hardware, with Theft-resistant- type heads. Provide hex-type bolts for through-bolt applications. For concealed anchors, use hot-dip galvanized or other rust-resistant, protective-coated steel.

2.3 FABRICATION

- A. General: Provide standard doors, panels, screens, and pilasters fabricated for compartment system. Provide units with cutout and drilled holes to receive

compartment-mounted hardware, accessories, and grab bars, as indicated to match replacement parts.

- B. Solid-Plastic, Polymer-Resin Compartments and Screens: Provide aluminum heat-sink strips at exposed edges bottom edges of HDPE units to prevent burning.
- C. Over-head and Floor-Anchored Compartments: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, fasteners, and anchors at pilasters to suit floor conditions. Make provisions for setting and securing continuous head rail at top of each pilaster. Provide shoes at pilaster to conceal supports and leveling mechanism.
- C. Floor-anchored Screens: Provide pilasters and panels of same construction and finish as toilet compartments. Provide manufacturer's standard corrosion-resistant anchoring assemblies complete with threaded rods, lock washes, and leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- D. Doors: Unless otherwise indicated, provide 24 inch wide in swinging doors for standard shower compartments and 36 inch out-swinging doors with 32 inch wide clear opening for compartment indicating to be handicapped accessible.
 - 1. Hinges: Manufacturer's standard self-closing type that can be adjusted to hold door open at any angle up to 90 degrees. (adjust hold-open at 3 inch, typical)
 - 2. Latch and Keeper: Manufacturer's standard surface mounted latch unit with combination rubber-faced door striker and keeper designed for emergency access. Provide units that comply with accessibility requirements of authorities having jurisdiction at compartments indicated to be handicapped accessible.
 - 3. Coat Hooks: Manufacturer's standard combination hook and rubber0tipped bumper, sized to prevent door from hitting compartment-mounted accessories.
 - 4. Door Bumper: Manufacturer's standard rubber-tipped bumper at out swinging door or entrance screen doors. Install with adhesive to prevent removal of bumpers.
 - 5. Door Pull: Manufacturer's standard unit that complies with accessibility requirements of authorities having jurisdiction at out-swinging doors. Provide units on both sides of the doors at compartments indicated to be handicapped accessible.

2.4 STAINLESS- STEEL SHEET FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designing finishes.

1. Remove or blend scratches, tool marks and die marks into finish.
 2. Grind and polish surfaces to produce uniform, directional textured, polished finish indicated, free or cross scratches. Run grain with long dimension of each piece.
- B. Finish: Manufacturer's standard.
- C. When polishing is complete, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- D. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: comply with manufacturer's written instructions. Install units rigid, straight, plumb, and level. Provide clearances of no more than 1/4 inch between pilasters and panels and not more than 1/2 inch between panels and walls. Secure units in position with manufacture's recommended anchoring devices.
1. Secure panels to walls and panels with not less than 2 stirrup brackets attached near top and bottom of panel. Locate wall brackets so holes for wall anchors occur in masonry or tile joints, Align brackets at pilasters with Brackets at walls.
- B. Overhead-Braced and Floor-Anchored Compartments: Secure pilaster to floor and level, plumb, and tighten, secure continuous head rail to each pilaster with not less than 2 fasteners. Hang doors and adjust so tops of doors are parallel with overhead brace when doors are in closed position.
- C. Floor-Anchored compartments: Set pilaster unit with anchors penetrating not less than 2 inches into structural floor, unless otherwise indicated in manufacturer's written instructions. Level, plumb, and tighten pilasters. Hang doors and adjust so tops of doors are level with tops of pilasters when doors are in the closed position.
- D. Screens: Attach with anchoring devices according to manufacturer's written instructions and to suit supporting structure. Set units level and plumb and to resist lateral impacts.
- E. Set doors to hold open 3 inches when unoccupied.

- F. Provide all new fasteners per manufacturer's written instructions.

3.2 ADJUSTING AND CLEANING

- A. Hardware adjustment: Adjust and lubricate hardware according to manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold open 3 inches from the close position when unlatched. Set hinges on out-swinging doors and swing doors in entrance screens to return to fully closed positions.
- B. Provide protection and maintain conditions that ensure compartments and screen are without damage or deterioration at time of final acceptance.

END OF SECTION 10155

SECTION 06200-CARPENTRY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide and install all wood and lumber products, including nails, bolts, screws, framing anchors, and other rough hardware, and all other items needed for rough carpentry in this Work, all as shown on the Drawings, specified herein but not specifically described in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Standards: Comply with standards for grading and workmanship per the "Woodwork Quality Standards and Guide Specifications" or "American Woodwork Institute (AWI).
- B. Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 QUALITY STANDARDS

- A. Trim Board: Identify all finish lumber by the grade stamp of the Southern Forest Products Association (SFPA) or Southern Yellow Pine (SYP). All finish and trim lumber shall be of No. 1 grade, clear, kiln dried, free of checks and warps. Use dimensioned lumbers as identified in the construction documents.

2.2 MOISTURE CONTENT

All lumber shall be kiln-dried and surfaced with a moisture content not to exceed 11%.

2.3 FASTENERS

- A. Finish Nails: Bright steel smooth brad nails with cupped head (use galvanized at exterior locations). Provide sizes and types required.

2.4 OTHER MATERIALS

All other materials not specifically described but required for a complete and proper installation as indicated on the Drawings, shall be new, suitable for intended use, and subject to the approval of the Project Manager. All wood shall have a range of moisture content from 6 to 11 percent, and shall be dressed free of tool marks and other objectionable defects.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2. WORKMANSHIP

- A. General: All carpentry shall produce joints true, tight, and securely fastened, with all members assembled in accordance with the Drawings and with all pertinent codes and regulations. Set carpentry work accurately to required levels and lines, with members plumb and true.
- B. Selection of lumber pieces: Carefully select all members. Select individual pieces so that knots and obvious defects will not interfere with placing fasteners or making connections. Cut out and discard all defects, which will render a piece unable to serve its intended function. The Project Manager may reject lumber whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- C. All replacement wall board shall be installed with deck screw and counter sinking finish washers. Fastener pattern shall be reviewed and approved by project manager.

END OF SECTION 06200



EXHIBIT L

State of Louisiana
OFFICE OF STATE PARKS
P. O. Box 44426
Baton Rouge, Louisiana 70804-9095

DEFICIENCY/COMPLAINT REPORT

Complete this form to report complaints against Contractors. If a Contractor has two or more complaints filed against him/her within a twelve month period, he/she shall be removed from the Office of State Parks Master List of Contractors invited to propose on construction projects. Complaint reports become a permanent record of the Contractor concerned and must be accurate to serve as a guide for future action.

*Agency		*Name and Address of Vendor	
*Date of Complaint			
*Project Number	*Purchase Order Number		
*Service Covered by Complaint			

NATURE OF COMPLAINT (check all that apply)

<input type="checkbox"/>		<input type="checkbox"/>	Failure to meet project deadlines	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	Unsatisfactory and unauthorized substitutes	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	Unsatisfactory workmanship in installation	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	Unsatisfactory administrative duties: incorrect invoices, etc.	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

*REMARKS

NOTE: Give detailed explanation of complaint in this space. Be specific. If necessary to submit additional documentation, please include a copy of this form with your faxed or mailed documents.

Print copy for your records prior to submittal.	*Complaint Initiated By (Name)	*Title	*Phone No.
	*Complaint Form Executed By (Name)	*Title	*Phone No.
	*Your Email Address:		

Action Taken