



ST. TAMMANY PARISH
MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF QUOTE REQUEST

ST. TAMMANY PARISH

Sealed quotes will be received by the Department of Procurement, until **2:00 p.m., Wednesday, July 07, 2021** and then opened at that time by the Procurement Staff for the following project:

Quote # 21-36-1 – JC Parking Garage Roof Repair

This Quote package is available online at <http://www.stpgov.org/>. It is the Vendor's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

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

A mandatory pre-proposal conference will be held at 10:00 am CST/CDT on Tuesday, June 22, 2021, at 601 N. Jefferson, Covington LA, 70433.

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

Procurement Department

QUOTE REQUEST

ST. TAMMANY PARISH GOVERNMENT

JC PARKING GARAGE ROOF REPAIR



Quote Number: 21-36-1

Quote Deadline: July 7, 2021

June 14, 2021

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Attachment “A” – Pricing Sheet, Project Specifications, and Roof Dimensions Area Photo

Attachment “B” – Sample Contract

Attachment “C” – Signage Instructions

Attachment “D” – Insurance Requirements

Attachment “E” – Hold Harmless Agreement

Attachment “F” – Affidavits

Attachment “G” – Application Guidelines – Dura-Walk Systems

Attachment “H” – Application Guidelines – Concrete Surface Preparation Guide

QUOTE REQUEST
FOR
JC PARKING GARAGE ROOF REPAIR

PART I: OVERVIEW

1.1 Background

Contractor shall provide all labor, materials, equipment, and supervision necessary to install a liquid applied, traffic-bearing, waterproof membrane on the 3rd floor deck of the St. Tammany Parish Justice Center Parking Garage, 601 N. Jefferson Street, Covington, LA 70433, Section 41, Township 06S, Range 11E. This membrane shall be suitable for heavy duty, waterproof, wear surfaces such as automobile parking decks and traffic ramps.

1.2 Definitions

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

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
Quote Due Date	July 07, 2021	2:00PM
Inquiry Deadline	June 30, 2021	2:00PM
Contract Initiation	<i>To be Scheduled</i>	

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

1.4 Quote Submittal

This Quote package is available online at <http://www.stpgov.org/> . It is the Vendor's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

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

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

- X **Name and Address of the Quoter**
- X **The State Contractor's License Number of the Quoter (if the work is estimated at \$50k or more)**
- X **Quote Request Name: JC PARKING GARAGE ROOF REPAIR**
- X **Quote Request #: 21-36-1**
- X **Quote Due Date: Wednesday, July 07, 2021 2:00PM**

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

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

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

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

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

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

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of work/Services

This section describes the requirements for installing a liquid applied, traffic-bearing, waterproof membrane on the 3rd floor deck of the St. Tammany Parish Justice Center Parking Garage, 601 N. Jefferson Street, Covington, LA 70433, Section 41, Township 06S, Range 11E. The proposed roof repair and application of a waterproofing membrane shall be suitable for heavy-duty wear surfaces such as automobile parking decks and traffic ramps.

The section of the garage roof area to be repaired and coated is approximately 21,000 square feet.

Contractor can perform work during normal daily operations.

Please see attachment "A" for product material submittal specifications data and roof dimensions area photo.

A mandatory pre-proposal conference will be held at the site location on Tuesday, June 22nd, 2021 at 10:00 A.M., for proposer interested to inspect the site and the conditions affecting the work to be performed.

A Quote Guarantee **is not** required for this project.

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

2.2 Period of Agreement

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

2.3 Price Schedule

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

2.4 Deliverables

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

2.5 Licensing Required

Only a Contractor licensed by the State to do the type of work indicated in Section 2.1 may submit a quote. The Respondent's signature on the quote certifies that he holds an active license under the provisions of Chapter 24 of the Louisiana Revised Statutes, Title 37. Failure to be properly licensed constitutes authority for the Parish to reject the quote.

PART III: EVALUATION

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

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

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.1.1 Shop drawings, Brochures and Samples

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

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

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

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

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

4.1.2 Record Drawings

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

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

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

4.1.3 Progress of Work

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

The Parish shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence work under the contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Parish.

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

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

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

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

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

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

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

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

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

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

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

4.1.5 Time of Completion

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

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

The work covered by the plans, specifications and contract documents must be completed sufficiently for acceptance within the number of calendar days specified in the quote and/or the contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Parish, that the time of completion is an essential condition of the contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Parish, then the Contractor does hereby agree, as partial consideration for the awarding of the contract, to pay the Parish \$500.00 per day as specified in the contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. It is specifically understood that the Parish shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and the contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

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

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

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

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

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

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

4.1.6 Extensions of Time for Change Orders

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

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

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

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

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

4.1.7 Liquidated Damages

In case the work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$500.00 for liquidated damages, as stipulated in the quote and/or contract, shall be made from the total contract price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the work and acceptance thereof by the Parish. It is understood and agreed that time is of the essence to the contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Parish on account of such delay in the completion of the work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the contract price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all work executed under the contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

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

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

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

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

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

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

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

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

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

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

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

Only equipment in good working order and suitable for the type of work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Parish harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the work shall be removed from the job site without approval of the Parish.

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

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

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

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

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

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

The Contractor may be required to post in each direction a public information sign, 4' x 8' in **size, at the location of the project containing information required by the Parish. The Parish will** supply this information. Additional specifications regarding signage are attached hereto as Attachment "C".

4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work

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

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

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

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

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

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

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

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

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

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

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

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

4.1.10 Injuries to Persons and Property

The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Parish or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the work, whether

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

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

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

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

As to any and all claims against the Parish, its agents, assigns, representatives or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of

them or anyone for whose acts as may be liable, the indemnification obligation shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

The convenience of the general public and residents along the works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

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

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

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

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

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

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

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

The Contractor shall erect warning signs beyond the limits of the project, in advance of any place on the project where operations interfere with the use of the road by traffic, including all intermediate points where the new work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

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

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

4.1.11 Sanitary Provisions

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

4.1.12 Rights of Way

The Parish will furnish the Contractor with all necessary rights-of-way for the prosecution of the work. The rights of way herein referred to shall be taken to mean only permission to use or pass

through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the work.

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

4.1.13 Protection and Restoration of Property and Landscape

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Parish, as well as the private property owner and/or and private property lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the work shall be carefully removed when the work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the owner.

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

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

4.1.14 Contractor's Responsibility for Work

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

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

4.1.15 Tests and Inspections; Correction and Removal of Defective Work

Contractor warrants and guarantees to the Parish that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the contract documents at the time of acceptance shall be considered defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

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

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

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

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

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

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

Prior to approval of final payment, Contractor shall promptly, without cost to the Parish and as specified by the Parish, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the Parish, remove it from the site and replace it with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Parish, the Parish may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all work of others destroyed or damaged by its correction, removal or replacement of its defective work.

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

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

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

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

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

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

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

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

4.1.16 Subsurface Conditions

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

acceptance by the Parish, all of the subsurface conditions normal or unusual that might be encountered in the location of the work.

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

4.1.17 Removal and Disposal of Structures and Obstructions

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

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

If called for in the special conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner Parish, otherwise at accessible points along the improvements. Materials in structures which are the property of the Parish or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Parish with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

4.1.18 The Parish's Right to Occupancy

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

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

4.1.19 Survey Horizontal and Vertical Control

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

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

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

4.2 Compliance With Applicable Laws

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

4.3 Site Visitation

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

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

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

5.2 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

If your quote contains confidential information, you should also submit a redacted copy along with your quote. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy

reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

5.3 Quote Clarifications Prior to Submittal

5.3.1 Pre-Quote Conference

Omitted as not applicable to this Quote Request.

5.3.2 Respondent Inquiry Periods

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

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

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

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

E-Mail: purchasing@stpgov.org

An addendum will be issued and posted at the Parish website, www.stpgov.org, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all quote documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any oral discussions with any Parish employee or Parish consultant. It is the Respondent's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete a Quote Request.

5.4 Errors and Omissions in Quote

The Parish will not be liable for any error in the quote. Respondent will not be allowed to alter quote documents after the deadline for quote submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in

quotes by the Parish or the Respondent. The Parish, at its option, has the right to request clarification or additional information from the Respondent.

5.5 Quote Guarantee

Respondents submitting quotes over twenty-five thousand dollars (\$25,000) may be required to provide a guarantee in the form of a bond or a certified or cashier's check or money order made payable to the Parish of St. Tammany, in the amount of five percent (5%) of the quote amount. If a bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.

Quote guarantees shall be subject to forfeiture for failure on the part of the selected Respondent to execute a contract within twenty (20) days after such contract is submitted to Respondent in conformance with the terms, conditions, and specifications of this solicitation. Quote guarantees in the form of a check or money order shall be returned upon the award of a contract or upon rejection of all quotes.

5.6 Performance Bond

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

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

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

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

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

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

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

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

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

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

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

5.7 Changes, Addenda, Withdrawals

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

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

5.8 Withdrawal of Quote

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

5.9 Material in the Quote Request

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

5.10 Waiver of Administrative Informalities

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

5.11 Quote Rejection

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

5.12 Ownership of Quote

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

5.13 Cost of Offer Preparation

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

Quote Request are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Parish.

5.14 Non-negotiable Contract Terms

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

5.15 Taxes

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

5.16 Quote Validity

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

5.17 Prime Contractor Responsibilities

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

5.18 Use of Subcontractors

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

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

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

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

5.19 Written or Oral Discussions/Presentations

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

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

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

5.20 Acceptance of Quote Content

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

5.21 Evaluation and Selection

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

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

5.22 Contract Negotiations

If for any reason the Respondent whose quote is most responsive to the Parish's needs, price and other evaluation factors set forth in the Quote Request considered, does not agree to a contract, that quote shall be rejected and the Parish may negotiate with the next lowest responsive

Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.23 Contract Award and Execution

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

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

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

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

The Parish intends to award to a single Respondent.

5.24 Notice of Intent to Award

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

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

5.25 Affidavits

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

5.26 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "D". The cost of such insurance shall be paid by the Contractor and shall be included

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

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

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

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

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

Date of Issue: Certificate must have current date.

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

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

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

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

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

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability,

pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

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

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

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

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion and collapse.
2. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.
3. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate providing full contractual liability and third party claims coverage for bodily injury, property damage, defense, and cleanup as a result of pollution and environmental conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor.

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

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

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

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

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

7. Builder's Risk Insurance written on an "all-risk" or equivalent policy form shall be furnished by Contractor and carried which said insurance shall be in the full value, plus the value of subsequent contract modifications, if any, and cost of materials supplied or installed by others, comprising 100% total value. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

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

Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and sub-subcontractors and shall terminate only when the Project has been accepted. St.

Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.

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

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

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

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

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

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

For inquiries regarding insurance requirements, please contact:

**St. Tammany Parish Government
Legal Department
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-2797
Fax: 985-898-3070
Email: riskman@stpgov.org**

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

5.27 Subcontractor Insurance

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

5.28 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Parish (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Parish.

Contractor will indemnify, defend and hold the Parish harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Parish shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Parish's exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the contract.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5.29 Payment

5.29.1 Payment for Services

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

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

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

When, in the opinion of the Contractor, the work provided for and contemplated by the contract documents has been substantially completed, the Contractor shall notify the Parish in writing that the work is substantially complete and request a final inspection. The Parish shall proceed to perform such final inspection accompanied by the Contractor. Any and all work found by this inspection to be defective or otherwise not in accordance with the plans and specifications shall be corrected to the entire satisfaction of the Parish and at the sole expense of the Contractor. If the contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such work has been satisfactorily completed.

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

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

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

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

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

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

- (1) Defective and/or inferior work;
- (2) Damage to the property of the Parish or others caused by Contractor;
- (3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;

- (4) Failure by Contractor to pay taxes due on materials used on this project;
- (5) Damage by Contractor to another Contractor;
- (6) Insolvency;
- (7) Bankruptcy, voluntary or involuntary;
- (8) Revocation of corporate status;
- (9) Failure to follow corporate formalities;
- (10) Unprofessional activities;
- (11) Unworkmanlike performance; and/or
- (12) Fraud and/or misrepresentation of any kind.

5.29.2 Acceptance and Final Payment(s)

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

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

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

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

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

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

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

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

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

Ensure accurate and proper legal descriptions;

Properly identify all parties and/or signatories;

Properly identify all mailing addresses;

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

Set out a brief description of the work performed;

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

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

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

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

5.30 Termination

5.30.1 Termination of the Contract for Cause

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

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

5.30.2 Termination of the Contract for Convenience

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

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

5.30.3 Termination for Non-Appropriation of Funds

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

5.30.4 Effects of Termination

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

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

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

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

5.31 Assignment

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

5.32 No Guarantee of Quantities

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

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

5.33 Audit of Records

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

5.34 Civil Rights Compliance

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

5.35 Record Retention

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

5.36 Record Ownership

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

5.37 Content of Contract/ Order of Precedence

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

5.38 Contract Changes

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

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

5.39 Substitution of Personnel

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

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

5.40 Governing Law

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

5.41 Anti-Kickback Clause

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

5.42 Clean Air Act

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

5.43 Energy Policy and Conservation Act

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

5.44 Clean Water Act

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

5.45 Anti-Lobbying and Debarment Act

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

ATTACHMENT "A"

Quote Pricing Sheet
JC Parking Garage Roof Repair
Quote# 21-36-1

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

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

The Contractor acknowledges receipt of the following:

ADDENDA: _____

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total quote amount (Dollars): \$ _____

Total quote amount (Written): _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

Attachment "A"

2.1.1 SUBMITTALS

- A. Product Data: Submit manufacturer's standard submittal package including specification, installation instructions, and general information for each waterproofing material.
- B. Proposer Qualifications: Submit current "Qualified Applicator" certificate from the specified waterproofing manufacturer.

2.1.2 QUALIFICATIONS

- A. Primary waterproofing materials shall be products of a single manufacturer. Secondary materials shall be recommended by the primary manufacturer. Manufacturer shall have a minimum of 10 years experience in the manufacture of materials of this type.
- B. Proposer shall have a minimum of 5 years experience in the application of waterproofing materials of the type specified. Proposer shall possess a current "Qualified Applicator" certificate from the specified waterproofing manufacturer.
- C. Mandatory Pre-Proposal Conference: Prior to bid opening there is to be a mandatory Pre-Proposal Conference. Anyone not attending the Pre-Proposal Conference will not be allowed to quote the project.
- D. Pre-Installation Conference: Just prior to commencement of the fluid application waterproofing system, meet at the site with a representative of the coating manufacturer, the waterproofing contractor, the general contractor, and other parties affected by this section. Review methods and procedures, substrate conditions, scheduling and safety.

2.1.3 DELIVERY, STORAGE AND HANDLING

- A. Store all coating materials in the original unopened containers at 50°F to 80°F (10°C to 27°C) until ready for use.
- B. Follow the special handling or storage requirements of the manufacturer for cold weather, hot weather, etc.
- C. Safety: Refer to all applicable data, including, but not limited to MSDS sheets, PDS sheets, Product labels, and specific instructions for specific personal protection requirements. When working with Part B, avoid contact with skin and eyes. If contact occurs, wash skin with water or alcohol; flush eyes immediately with large quantities of water and get medical attention. Do not smoke during mixing, application, or in the immediate area if thinners are used until all vapors have disappeared.
- D. Ventilation: Provide adequate ventilation to prevent the accumulation of hazardous fumes during application.
- E. Environmental requirements: Proceed with work of this section only when existing and forecasted weather conditions will permit the application to be performed in accordance with the manufacturer's recommendations.

Attachment "A"

2.1.4 WARRANTY

A. The Contractor shall guarantee that all work performed will be free from defects in materials and workmanship. Upon notice of defect in writing to the Contractor within three years after completion of work, the Contractor shall, at his own expense, make necessary repairs and/or replacements of the defective work in question.

B. 10 year material warranty is available for commercial projects only. Contractor must be eligible for, and make application to, The Garland Company, prior to the start of work under this section.

If a potential proposer wishes to submit for a particular product other than the product specified in this document, please refer to Section 4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes. Please note, prior approval request must be submitted no later than seven (7) working days prior to the opening.

Required information for prior approval requests, submit the following information:

- Identify the product and/or material to be substituted.
- When submitting multiple items, submit each separately.
- Include related manufactures specification sheets

2.1.5 MANUFACTURERS

The company listed below is used only to denote the quality standards of product desired and does not restrict quoters to specific brand, make, manufacture, or specifications named.

A. The design is based upon fluid applied coating systems engineered and manufactured by The Garland Company (Basis of Design), or an approved equal.

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (973) 224-3069

B. Primer: Dura-Walk Primer, two-component epoxy concrete primer. Alternative Sealer/Primer used for faster cure times: Dura-Walk FC Primer, two-component 100% solids Zero VOC epoxy concrete sealer/primer.

C. Polyurethane Base Coating: Dura-Walk Base Coat, one-component polyurethane coating.

D. Polyurethane Wear Coating: Dura-Walk Wear Coat, one-component polyurethane coating used to embed the non-slip aggregate.

E. Polyurethane Top Coating: Dura-Walk Top Coat, one-component polyurethane coating.

F. Flashing and Joint Reinforcing Fabric: Dura-Walk Polyester Tape. Neoprene sheet flashing and related materials as required for flashing drains, base angles, etc.

G. Granule: Aggregate, a hard non-crushable, non-angular, rounded 20 or 30 mesh flint shot silica unless otherwise specified.

Attachment "A"

H. Joint and Crack Sealant: Tuff-Stuff MS, single-component polyurethane hybrid joint sealant. Note: Allow additional material for rough or irregular surfaces add 2% - 3% for material loss during application.

2.1.6 EXAMINATION

A. Verify that substrate is ready to receive work; surface is clean, dry and free of substances that could affect bond. Refer to Garland's Application Guide for complete information on the preparation of the substrate.

B. Do not begin work until concrete substrate has cured 28 days, minimum.

C. Verify that the concrete meets the requirements of the coating manufacturer.

D. Verify that all other work involved with this area, done under other sections, has been completed and accepted by the architect and general contractor prior to starting the waterproofing application.

2.1.7 PREPARATION

A. Clean substrate to remove any and all surface contaminants. Concrete surfaces must be thoroughly clean, dry and free from any surface contaminants or cleaning residue. Acceptable methods of cleaning are sandblasting, shot blasting or mechanical grinding followed by the complete removal of any residue.

B. Mask off all adjoining areas that are not to receive the fluid applied waterproofing.

C. Provide a suitable workstation to mix the coating materials.

D. The concrete surfaces shall be of sound structural grade (3000 psi compressive strength recommended), of adequate design and thickness, and shall have a steel troweled followed by a fine broom finish, free of fins, ridges, voids or air entrained holes.

E. Concrete: Special attention should be given to smoothness of surface and freedom from contaminants including paint or previous coatings. Consult your Garland representative for alternate procedures for coating over existing paint. Such procedures are highly dependent on specific job conditions. Curing compounds if used shall be removed by sandblasting or etching. In the event specifications are not met, the following corrective procedures are recommended.

1. Surface Contaminants: Wipe up grease or oil with a solvent and absorbent sweeping material. Disposal of this material should be in accordance with local laws and codes. Wash with solvent-alkaline cleaners diluted one part cleaner and five parts water. Rinse thoroughly with clean water. If evidence of oil film remains as indicated by water "beading," etch surface with 10% solution muriatic acid. Agitate etch with stiff bristle broom; then rinse with clean water.

a. Remove curing compounds by etching with 10% muriatic acid and sweeping, followed by clean water rinse. Allow to thoroughly dry before applying coating. Grinding or sandblasting can remove heavy deposits of contaminants.

b. Any residual traces of asphalt stains must be sealed with Dura-Walk Primer to avoid staining of light colored top coats. Apply primer in two coats and allow a minimum of 48 hours cure time.

2. Fins and Projections: Grind smooth.

Attachment "A"

3. Rock Pockets and Depressions: Commercially available concrete patching compounds can be used provided they contain no bitumen based binders. Only those patching compounds utilizing a binder are recommended for patching. Neat cement sacking is NOT an acceptable surface preparation for coatings. The leveling grout (below) can also be used to fill rock pockets and depressions up to two inches (5 cm) in thickness.

4. Leveling Grout, Epoxy Sand: Use either a. or b.

a. Leveling Grout: Use 100% solids low viscosity epoxy mix with three to four volumes of fine, dry sand (70 mesh (.21) or finer). This epoxy is usually available from masonry supply firms as a patching compound. Three volumes sand provides a semi-fluid mix, and four volumes sand is a stiffer mix. Calculate volume of fill needed on the basis of sand only.

b. Epoxy Sand: Prime areas to be filled with Dura-Walk Primer and allow drying free of water. Usually ½ hour at 70°F (21°C) to two hours at 45°F (7°C) is adequate drying time. After primer is dry, mix Dura-Walk Primer and sand - one part A, one part B and two to three parts sand. (Two parts sand is semi-fluid and three parts sand is stiffer.) Use fine, dry sand 70 mesh (.21 mm) or finer. Do not thin with water.

Apply grout to level line by flat trowel and allow curing 48 hours before applying coating system.

2.1.8 INSTALLATION

A. Technical Advice: The installation of this waterproofing membrane shall be accomplished in the presence of, or with the advice of the manufacturer's technical representative.

B. Concrete Primer: Apply one coat of Dura-Walk Primer by roller at the rate of 1/2 gallon per 100 square feet. Allow 4 hours drying time. Drying times vary depending on weather conditions such as temperature, humidity and air movement. Alternative Concrete Sealer/Primer: Apply one coat of Dura-Walk FC Primer to all surfaces to receive the fluid applied waterproofing, except areas previously caulked, flashed or fabric reinforced. Apply at a rate of 1/2 gallon per 100 sq. ft. and allow curing at least 2 hours, but no more than 3 days before applying the basecoat.

C. Metal Primer: Prime all Metal surfaces using Dura-Walk Primer Note: New, clean and dry plywood does not need a primer.

D. Detail Work: Install approved polyurethane caulking as required and tool smooth with the surface. Apply Dura-Walk Base Coat by brush or roller in a five to six inch wide stripe coat centered over all joints, cracks and changes of plane to be taped. While this coat is still tacky, unroll the Dura-Walk Polyester Tape into the coating and apply a top coat of Dura-Walk Base Coat over the tape smoothing out wrinkles and fish mouths. Allow curing a minimum of 1½ hour before proceeding to next step.

E. Polyurethane Base Coat: Apply one coat of Dura-Walk Base Coat polyurethane at a rate of 2.0 gallons per 100 sq. ft. (32 wet mils) to all areas to receive fluid applied waterproofing, including areas previously caulked, flashed or fabric reinforced. Allow the base coat to cure completely (16-24 hours minimum at 70°F (21°C)), but no more than 72 hours before applying the wear course.

F. Polyurethane Aggregate Wear Coat: Apply Dura-Walk Wear Coat (for high traffic areas apply two coats) polyurethane by roller or squeegee to secure a minimum coverage of 1.0 gallons per 100 square feet (16 wet mils). While coating is still wet, broadcast aggregate at approximately 15 pounds per 100

Attachment "A"

sq.ft. for rounded 16 mesh silica. Coat and sprinkle small areas at a time, taking care not to overlap coating and granule at edges. When wear coat is cured enough to walk on, lightly sweep away loose aggregate. If aggregate gets wet from rain allow 2 days of drying weather before proceeding with top coat.

G. Polyurethane Aggregate Wear Coat for Ramps/Turn Radius/High Traffic Areas: Apply one additional coat of Dura-Walk Wear Coat polyurethane by roller or squeegee to secure a minimum coverage of 1.0 gallons per 100 square feet (16 wet mils). While coating is still wet, broadcast aggregate at approximately 20 pounds per 100 sq.ft. for rounded 20 mesh silica. Coat and sprinkle small areas at a time, taking care not to overlap coating and granule at edges. When wear coat is cured enough to walk on, lightly sweep away loose aggregate. If aggregate gets wet from rain allow 2 days of drying weather before proceeding with top coat.

H. Top/Finish Coat: Prior to installing the top/finish coat, sweep and/or vacuum away all loose aggregate from the surface. Apply Dura-Walk Top Coat polyurethane by roller or squeegee in a coat of the desired color over the granule at the minimum rate of 1 gallon per 100 square feet. The aggregate must be totally encapsulated by this finish coat. (16 wet mils).

I. Topcoat for High Traffic Areas: After finish coat has cured a minimum of 16-24 hours, apply Dura-Walk Top Coat polyurethane topcoat by roller at a minimum rate of ½ gallon per 100 square feet (8 wet mils). Note: Allow 48 hours before deck is put into use. In cool temperatures, a longer curing time may be required.

2.1.9 FIELD QUALITY CONTROL

A. The contractor shall maintain a quality control program specifically to verify compliance with this specification. A daily log shall be kept to record actions in the field.



B. Inspections: A minimum of three (Substrate, Application and Final) inspections, by an approved manufacturer's representative, will be required on all projects requiring a warranty.

C. Thickness: Minimum over all dry film thickness of the completed fluid applied waterproofing, excluding aggregate, will average 49 dry mils. Thickness including aggregate will average approximately 65+ dry mils. Thickness of Ramps, Turn Radius and High Traffic Areas including aggregate will average approximately 90 mils. The optional topcoat will add approximately 6 dry mils of polyurethane coating to the system.

JC Parking Garage

Roof Repair

Legend

-  601 N Jefferson Ave
-  Path Measure



601 N Jefferson Ave

75'

280'



ATTACHMENT "B"

Bond No.: _____

**CONTRACT AGREEMENT
BETWEEN PARISH AND CONTRACTOR**

BY: ST. TAMMANY PARISH GOVERNMENT

**UNITED STATES OF
AMERICA**

WITH: «txtREQCompanyName»

**STATE OF LOUISIANA
ST. TAMMANY PARISH**

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

1. SCOPE OF SERVICES

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

«txtScopeSummary»

2. CONSTRUCTION DOCUMENTS

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

were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.

3. TIME FOR COMPLETION

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

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

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

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervned _____,
(Name of Attorney in Fact)
herein acting for _____, a corporation organized
(Surety)
and existing under the laws of the State of _____, and duly
authorized to transact business in the State of Louisiana, as surety, who declared
that having taken cognizance of this Contract and of the Construction Documents
mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his
company, as surety for the said Contractor, unto the said Parish, up to the sum of
«curREQGrandTotal». The condition of this performance and payment bond shall
be that should the Contractor herein not perform the Contract in accordance with

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

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

6. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish or the Contractor to the other shall not in any way release the Contractor

«txtProjectName»

Bond No.: _____

or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

7. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this Contract for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

8. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an

Bond No.: _____

additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **Three (3)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

CONTRACTOR:

Signature

Print Name

Title

Date

Signature

Print Name

Signature

Print Name

Bond No.: _____

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT:**

Signature

Print Name

Signature

Print Name

Michael B. Cooper
Parish President

Date

APPROVED BY:

(Surety)

Signature

Print Name

Assistant District Attorney – Civil Division

Date

ATTACHMENT “C” (Omitted)



INSURANCE REQUIREMENTS*

Construction Project: JC PARKING GARAGE ROOF REPAIR

Project/Quote/Bid#: Quote No.: 21-36-1

*****IMPORTANT – PLEASE READ*****

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

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

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance**, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
 5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project #-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

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

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



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



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



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-2797
Fax: 985-898-3070
Email: riskman@stpgov.org**

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__

WITNESSES:

Print Name: _____

Print Name: _____

BY: _____
(Signature of Authorized Officer)

Print Name : _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

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

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

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

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

Printed Name: _____

Title: _____

Entity name: _____

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

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

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

STATE OF _____

PARISH/COUNTY OF _____

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

Print Name

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

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

Printed Name: _____

Title: _____

Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____, **DAY OF** _____, **202**__.

Notary Public

APPLICATION GUIDELINES

Dura-Walk® Systems



UNDERSTANDING CONCRETE

CURING CONCRETE

After concrete is poured, a satisfactory moisture content and temperature between 50°F (10°C) and 75°F (24°C) must be maintained, for the concrete to cure. Adequate curing is vital to quality concrete. Curing has a strong influence on the properties of hardened concrete such as durability, strength, watertightness, abrasion resistance, volume stability, resistance to freezing and thawing, and deicer salts. Exposed slab surfaces are especially sensitive to curing. Surface strength development can be reduced significantly when curing is defective. Curing the concrete aids the chemical reaction called hydration. Most freshly mixed concrete contains considerably more water than is required for complete hydration of the cement; however, any appreciable loss of water by evaporation or otherwise will delay or prevent hydration. If temperatures are favorable, hydration is relatively rapid the first few days after concrete is placed; retaining water during this period is important. Good curing means evaporation should be prevented or reduced.

WHAT IS LAITANCE?

Laitance is a fine powder on the surface of new concrete that has been created by alkaline salt deposits. It must be removed by either acid etching or shot blasting prior to any coating being applied.

WHEN AND WHY DO WE COAT CONCRETE?

WHEN DO WE COAT CONCRETE?

Concrete cannot be coated until it is fully cured and laitance has been removed from the surface. Usually the curing process (water hydration) takes 28 days from time of pour when the concrete contains less than 5% moisture. However, excess moisture may remain in the concrete for an extended period of time, prohibiting the immediate coating of the area. The following reasons are:

- To prevent accidents (slips, trips and falls)
- To prevent damage to equipment
- To prevent damage to products
- To protect it from chemical attack. It is an alkaline product and will be attacked by acids.
- To protect it from soils, oils and greases. Concrete can be porous and collect soil.
- To make it easier to maintain. It will cut maintenance costs.
- To add to the attractiveness of the work place. This is especially important when potential customers are viewing the area.

HOW DO WE TEST CONCRETE PRIOR TO APPLICATION?

TEST FOR ADHESION ON EXISTING COATINGS

Cut a checker board pattern into the coating and press adhesive tape across the cut area; pull the tape. If the coating comes off the surface, the existing coating must be removed prior to applying any new coating.

TEST FOR COMPATIBILITY

If an existing coating is firmly adhered, test for compatibility of the desired new coating to be applied by pouring a small amount of the base solvent of the desired new coating onto the existing coating and cover with a water glass for 1 hour. If the existing coating does not wrinkle or dissolve from the solvent, the new coating should be compatible.

TEST FOR MOISTURE

Hydrostatic pressure created by excessive moisture in the concrete will create a peeling problem with all products. If moisture is suspected because of new concrete, wet or dark spots are evident, and/or the area feels damp, several tests can be performed to determine if excessive moisture is present in the concrete. A reading exceeding 20 on a Delmhorst concrete and masonry moisture meter means that the concrete contains too much water. You can also test by placing a plastic sheet 4 ft. sq. square, taped securely on each side to the concrete for 24-48 hours; when removed, if it reveals a dark wet concrete floor, the concrete is too wet to coat. New concrete should be tested until the excessive moisture dissipates. Old concrete floors with excessive moisture are never coatable.

SURFACE PREPARATION

A. Concrete - Special attention should be given to smoothness of surface and freedom from contaminants, including paint or previous coatings. Consult Garland Sales Representative for alternate procedures for coating over existing paint. Such procedures are highly dependent on specific job conditions. Curing compounds shall be approved by Garland for compatibility or removed by sandblasting or etching. In the event specifications are not met, the following corrective procedures are recommended.

1. **Surface Contaminants** - Wipe up grease or oil with a solvent and absorbent sweeping material. Disposal of this material should be in accordance with local laws and codes. Wash with solvent-alkaline cleaners diluted one part cleaner and five parts water. Rinse thoroughly with clean water. If evidence of oil film remains as indicated by water "beading," etch surface with 10% solution of muriatic acid. Agitate etch with stiff bristle broom; then rinse with clean water.

Remove curing compounds by etching with 10% muriatic acid and sweeping, followed by clean water rinse. Allow to thoroughly dry before applying coating. Grinding or sandblasting can also remove heavy deposits of contaminants.

Any residual traces of asphalt stains must be sealed with Dura-Walk® Primer to avoid staining of light colored top coats. Apply primer in two coats and allow a minimum of 48 hours cure time.

2. **Fins and Projections** - Grind smooth.

3. **Rock Pockets and Depressions** - GarRock®, or a commercially available concrete patching compound, can be used. Only those patching compounds utilizing a binder are recommended for patching. Neat cement sacking is NOT an acceptable surface preparation for coatings. The leveling grout (below) can also be used to fill rock pockets and depressions up to 2" (5 cm) in thickness.

a. **Leveling Grout** - Use either 1. or 2.

1. **Perma-Top Patch Kit** - A 100% solids, low viscosity epoxy mix with three to four volumes of fine, dry sand (70 mesh (.21) or finer). Three volumes sand provides a semi-fluid mix, and four volumes sand is a stiffer mix. Calculate volume of fill needed on the basis of sand only.
2. **Epoxy Sand** - Prime areas to be filled with Dura-Walk Primer and allow to dry free of water. Usually ½ hour at 70°F (21°C) to two hours at 45°F (7°C) is adequate drying time. After primer is dry mix Dura-Walk Primer and sand - one part A, one part B and two to three parts sand. (Two parts sand is semi-fluid and three parts sand is stiffer.) Use fine, dry sand 70 mesh (.21 mm) or finer. Do not thin with water.

Apply grout to level line by flat trowel and allow to cure 48 hours before applying coating system.

B. Plywood - Plywood surfaces should be protected from moisture that may raise surface grain, cause checking or interfere with coating adhesion. During wet weather, consideration should be given to percolating the plywood with a base coat prior to installation to assure dry panels. Plywood surface must be clean. Damaged panels shall be repaired or replaced prior to coating. Small areas can be repaired with appropriate caulking. For large voids or resurfacing, leveling grout should be used.

1. **Plywood Grades** - The acceptable grades of plywood are APA A/C EXT or APA B/C EXT. For commercial installations, APA A/C EXT with plugged cross band under face offers the most resistance to puncture from high-heel shoes, table legs, etc. **Other grades, including APA C/D EXT, APA C/C EXT plugged, OSB and waferboard are unsuitable as a substrate for liquid applied coating membrane.**

NOTE: The above plywood grades are called out in compliance with the American Plywood Association's Standards for member mills or to U.S. Product Standards PS 1-83 for construction and industrial plywood from the Product Standard Section of the National Bureau of Standards. Plywood grading, which does not reference APA or PS 1-83 markings, may not be a suitable grade. Suppliers in this case must certify that plywood will meet the Product Standard PS 1-83 B/C EXT minimum.

PRECAUTIONS & PROTECTION OF WORK

- A.** Surface temperatures must be at least 40°F (4.44°C) for application. Do not proceed with application if precipitation is imminent.
- B.** While work is under way, and for 72 hours thereafter, traffic from other trades should be stopped, if possible. Installers and other essential mechanics should wear rubber-soled shoes. Shoes and clothing should be free from bitumen - even a small piece can discolor through many layers of coating. A piece of burlap or floor mat should be kept at the foot of ladders or stairs so that dirt or foreign material will not be tracked onto the work surface.
- C.** Material placed on the surface should be stored on plywood or non-asphalt insulation board. Special care must be exercised in pouring thinner to avoid spillage on coated surfaces.
- D.** Adjacent surfaces not to be coated, such as walls, thresholds, fascias, etc., should be carefully masked before priming and coating. Mask vertical surfaces at the line detailed in the drawing or, if none is shown, mask 6" (15.24 cm) up from the deck. When coatings are applied by spray, caution is necessary (particularly during windy weather) to prevent overspray damage.

PREPARATION EQUIPMENT OPTIONS

Selecting the method that optimizes a project's objective requires a good knowledge of available options. These method summaries compare the capabilities, limitations and operating requirements for each surface preparation.

GRINDING

This method may be used on horizontal, vertical and overhead surfaces to remove deposits or coatings, and to reduce or smooth surface profile. The grinding stone or disc is applied under pressure and moved across the surface until the desired effect is achieved. Grinding may be used on almost any substrate and is suitable for both interior and exterior applications. Efficiency considerations may limit coating removal applications to film thicknesses less than 6 mils (150 microns).

A. Purpose

Grinding is used on concrete surfaces to reduce or smooth slight surface irregularities, to remove mineral deposits or thin coatings.

B. Limitations

Grinding is not recommended for the following applications:

- Preparation of previously sealed or coated surfaces for recoating – unless followed by acid etching or shot blasting
- Surface profile is required
- Removal of chlorinated rubber, acrylic, or other soft coatings or finishes
- Removal of tile or carpet adhesives
- Occupied work space (unless rigorous dust control methods are used)
- Surfaces of unknown composition

C. Removal

Practically restricted to surface protrusions and coatings less than 6 mils (150 microns) thick. Grinding may be used to remove non-combustible or non-heat degenerative coatings. This method will successfully remove rigid epoxy, polyurethane, and methacrylate coatings. Grinding may also be used to remove efflorescence, rust, and other oxidized deposits.

D. Environmental Factors

1. **Dry Grinding** will produce a fine airborne dust, which may be minimized with dust control attachments. Debris generated by this method will contain fine particles of any material or contaminant being removed. Materials likely to require special protective measures and handling include tile mastics, which may contain asbestos, lead-based paints, and PCB's, which may have been absorbed by concrete in the vicinity of electrical equipment.
2. **Wet grinding**, which may be selected to eliminate airborne dust, will produce a slurry residue. Slurry constituents from some materials may be considered toxic. Plans to collect and properly dispose of slurry and rinse water must be considered.
3. **Grinding soft**, easily charred materials will generate smoke, which may be considered hazardous. Preparation should include plans to adequately protect occupants and workers. Noise and vibration levels are considered to be low.

E. Downtime

Set-up requires very little time unless dust protection includes draping and taping. Changing stones or discs is quick. Frequency of replacement will depend on the composition of the stone or disc, substrate, and material being removed.

F. Clean Up

Grinding will leave a fine powdered residue of the removed material. The residue generated can be swept, rinsed with water, or vacuumed.

SHOT BLASTING

Shot blasting is principally used to roughen horizontal surfaces in preparation for the application of sealers, coatings or polymer overlays. This method is also used to remove some existing coatings, adhesives and surface contaminants. Hand-held machines are available for use on vertical surfaces. Shot blasting is suitable for use in both interior and exterior applications.

A. Purpose

Cleaning and profiling concrete surfaces by removing dirt, laitance, curing compounds, sealers or other superficial contaminants in preparation for the application of protective materials. Shotblasting is suitable for the removal of polyurethane coatings up to 10 mils (250 microns) thick, tile mastics and brittle coatings such as epoxy or methyl methacrylate systems up to 1/8" (.3 cm) thick. Removal of thicker materials may require multiple passes.

B. Limitations

This method is generally not suitable for removing uncured resin systems, resilient coatings, adhesives and tar-based materials. The pattern and profile of shot blasted surfaces may be visible through concrete sealers and thin or clear coatings.

C. Removal

Removal is accomplished by the pulverizing effect of steel shot impacting the surface at high velocity. Depth of removal is controlled by shot size, machine set-up, and rate of travel. Generally, the maximum recommended depth of removal for a single pass is 1/4" (.6 cm).

D. Environmental Factors

Shotblast systems produce very little airborne dust or contamination. Most models can be fitted with a filter to further lower the level of airborne dust produced. Debris produced by shot blasting will contain particles of material or contaminants being removed. Any special requirements for containment and disposal will depend on the specific materials or contaminant being removed. Materials likely to require special handling include tile mastics, which may contain asbestos, lead-based paint, and PCBs, which may have been absorbed by concrete in the vicinity of electrical equipment. Special ventilation provisions may be required when operating gasoline, diesel, or propane-powered units indoors. With the exception of some large machines, noise levels will usually be below 85 dB. Vibration is not considered to be a factor.

E. Downtime

Surfaces must be dry and broom cleaned prior to shot blasting. A test area is required to ensure that media size and machine adjustment will achieve desired performance. Replacement of worn blasting wheels and liners is required every 20 to 40 hours and will take 20 to 45 minutes. Equipment is shut down every 30 to 60 minutes to remove debris from collection system.

F. Clean Up

Steel media may remain on the surface, in edges or corners, or trapped in cracks. It may be recovered by using magnets, magnetic broom, air blast, vacuum, or a stiff bristle broom.

SCARIFYING

Scarification is used primarily on horizontal surfaces for the removal of concrete or brittle coatings up to 1/8" (.3 cm) thick. It may also be used to profile concrete surfaces. Hand-held units are available for vertical and overhead applications. Scarifying may be used on almost any substrate and is suitable for both interior and exterior applications. This method is also known as concrete planning.

A. Purpose

- The removal of brittle coatings such as epoxy, polyurethane or methyl methacrylate systems up to 1/8" (.3 cm) in preparation for the application of replacement coatings
- Removal of deteriorated or contaminated concrete to depths ranging from 1/8" to 3/4" (.3-1.9 cm) depending on the strength of the substrate, cutter configuration and size and power of the machine
- Removal of high spots in order to level slabs
- Profiling of concrete surfaces in preparation for the application of high-build coatings greater than 15 mils (375 microns), self-leveling systems, broadcast thin overlays or placement of other repair materials
- Removal of adhesives may be accomplished by the adjustment of spacers and the selection of appropriate cutter

B. Limitations

Scarification is not recommended for surface preparation for sealers or coatings less than 15 mils (375 microns) or the removal of heavy elastomeric membranes. This method may cause micro-cracking in substrate. (It has been demonstrated that micro-cracking will reduce the strength of the bond between the substrate and materials placed over it). The harmful effects of micro-cracking may be reduced or eliminated by following initial removal with steel shot blasting, abrasive blasting, or high and ultra high-pressure water jetting. The use of sharp, fine-toothed cutters may prevent the development of micro-cracking.

C. Removal

Most scarifiers are operated by pushing the machine forward over the surface, advancing at a slow walk. The depth and rate of cutting are adjusted by raising or lowering the drum to increase or decrease the impact of the cutters. Several passes may be required to achieve the desired profile. Debris must be removed after each pass. Removal depth may economically range from light surface profiling to 1/4" (.6 cm) for smaller equipment, and 1/2" - 3/4" (1.3-1.9 cm) for larger equipment. Removal depth greater than 1/8" (.3 cm) is accomplished in multiple passes.

D. Downtime

Metal protrusions will perform for hundreds of hours without the need for replacement.

E. Clean Up

This procedure will cause rapid build up of debris and dust; remove by using water, brush or vacuum.

FLASHING, SEALING AND REPAIR REQUIREMENTS

See Details (on www.garlandco.com) for visual explanation

BUILDING EXPANSION JOINT COVERS

A. Expansion Joint, Concrete

1. **Neoprene:** Where maximum conformity to irregular substrates or substrate movement is expected.

NOTE: Standard neoprene is black and will discolor light colored top coats.

SEALING OF CRACKS AND CONSTRUCTION JOINTS, SUBSTRATE CHANGES AND FLASHING

This step, which follows priming and precedes coating, is the most critical stage in the application of Dura-Walk systems. Success or failure in application of this system depends largely on the care with which reinforcement tapes are applied and sealed. The surface should be watertight at the conclusion of this step.

The following treatments should be used:

A. Working Cracks, Concrete - These are joints or cracks that have moved or will move appreciably due to thermal changes or vibration. They include contraction joints. A moving crack is one that extends all the way through the surface, to a building expansion joint or to another crack. See selected Dura-Walk System Crack Detail drawing for further explanation. Treat these cracks in one of the following two ways:

1. **Polyester Fabric** - a polyester spun bonded joint, crack and flashing tape.

2. **Neoprene Sheet** - thicker than the polyester fabric and; therefore, much more visible.

NOTE: Do not use Neoprene on deck applications subject to auto traffic unless protected with a steel plate. (For more details, see Dura-Walk Expansion Joint Detail.) This sheet is sufficiently soft and it can be damaged while curing.

B. Non-moving Cracks, Concrete

Suitable for hairline cracks only. Seal crack with Tuff-Stuff MS, then apply a stripe coat of selected Dura-Walk Base Coat centered over the crack. The crack must be fully sealed.

C. Substrate Changes, Changes of Plane and Flashing, Plywood and Concrete - Fabric reinforcement is required at changes in substrate material. It is also required when the substrate changes plane in a valley, or a crack exists at other changes in plane. See selected Dura-Walk System Crack Detail drawings for further explanation.

1. **Roof jacks, Metal Flashing** - Polyester Fabric 4" (10 cm) wide.

2. **Flashing at Parapets, Curbs, Ventilators, Skylights, etc.** - If the substrates can move differentially, use Neoprene sheet flashing systems. Otherwise, use Polyester Fabric system 4" (10 cm) wide so that the flashing extends at least 2" (5 cm) above deck level unless different height is shown in the drawings.

3. **Flashing at Pipe Penetrations** - Apply a coat of Dura-Walk Primer to the pipe penetration. Cut a section of Dura-Walk Polyester Tape, a minimum of 8" (20 cm) larger than the penetration. After primer is dry, coat the substrate, penetration, and fabric with Dura-Walk Base Coat and allow it to dry to the touch.

4. **Flashing Thresholds** - Apply Tuff-Stuff MS to any vertical voids behind flashing at thresholds too low for application of tape. The fillet must be continuous, pressed firmly in place, and overcoated with a heavy coat of Dura-Walk Base Coat.

D. Joints, Plywood

1. **Joint Treatment** - Use the polyester fabric over supported joints on the same plane, supported joints at changes in plane, or unsupported joints.

NOTE: Where enhanced appearance of joint area is desired, sand and fill voids, joints, and nail heads. Use Tuff-Stuff, Perma-Top Patch Kit, or Perma-Joint Sealant.

There should be a 100% inspection by the applicator's foreman and the Garland Sales Representative after completion of this stage. Defects in taping and flashing must be corrected prior to proceeding with base coats.

BASIC REPAIR

A. Crack Repairs

1. **Tuff-Stuff MS Repair** - Used to fill and seal small cracks, either horizontal or vertical.

B. Joint Repairs

1. **Perma-Joint Sealant** - Used to fill control joints. The control joints must be clean and dry prior to applying the joint filler. Mechanically mix the two components with a Jiffy blade at a 1:1 mix ratio until uniform in color, (Gray). This product can be poured from a funnel type can or dispensed with a caulking gun (COX) until level with the floor. Excess material can be razor blade cut about 4 hours after applying. For a neat appearing application when pouring, mask either side of the control joint before applying, and immediately pull the tape after applying, and razor cut the excess material in about 4 hours.

C. Hole Repairs

1. **Perma-Top Patch Kit** -Used to fill potholes where superior adhesion is required.

SCOPE OF WORK FOR PEDESTRIAN PLAZA DECK SYSTEM DURA-WALK PS (PEDESTRIAN SYSTEM)

- A. Clean all surfaces to receive coating
 - 1. Remove all oil and grease with a commercial grade alkaline cleaner
 - 2. Rinse and dry
 - 3. Sand or shot blast, or acid etch with a 10-15% solution of muriatic acid
- B. Saw cut all cracks exceeding 26" (66cm) in length and caulk with Garland single-component Tuff-Stuff MS hybrid sealant or Green-Lock Sealant XL for larger cracks
- C. All moving cracks and plywood joints require just Tuff-Stuff MS hybrid sealant and Dura-Walk Polyester Tape. Non-moving cracks do not require Dura-Walk Polyester Tape
- D. Caulk all expansion, control, and construction joints with single-component Tuff-Stuff MS hybrid sealant or Green-Lock Sealant XL for larger joints
- E. Provide fluid-applied flashings (Dura-Walk Base Coat) at all locations where horizontal surface meets a vertical surface.
*see Dura-Walk PS Termination detail for specific layers
- F. Embed in flashing material (Dura-Walk Base Coat), a 4"(10 cm) or 6"(15 cm) piece of Dura-Walk Polyester Tape
- G. At all projections such as rails, pipes, etc., apply a bead of Tuff-Stuff MS hybrid caulk
- H. Prime all concrete and masonry surfaces with Dura-Walk Primer or Dura-Walk FC Primer at the rate of 0.5 gal. /100 sq. ft. or 0.75 gal./100 sq. ft., mix only as much as can be used in a 2 hour period and allow to dry
- I. Coat all cracks with a thin coat of the Dura-Walk Base Coat
- J. Apply over primed concrete a uniform coating of Dura-Walk Base Coat at the rate of 2.0 gal./100 sq. ft. Avoid all pin holes and repair them as they occur. Allow coat to cure overnight for at least 16 hours
- K. Next, apply a coat of Dura-Walk Wear Coat at the rate of 1.0 gal./100 sq. ft. Use a heavy-duty roller for even application
- L. Immediately broadcast 25 lbs. per 100 square feet of rounded 30 mesh silica aggregate uniformly into wet coating. (Coating rate will change if a different aggregate is used). Then, coat and broadcast small areas at a time for even distribution making sure not to overlap aggregate and coating. Allow the wear coat to cure for at least 16 hours, but no more than 72 hours before applying the finish coat. Once the wear coat is dry sweep up any loose granules before applying Dura-Walk Top Coat
- M. Apply Dura-Walk Top Coat (in the desired color) by roller, or squeegee at the rate of 1 gal./sq.; allow to fully cure for 24 hours before light foot traffic and 48 hours before heavy use

SCOPE OF WORK FOR FULLY-REINFORCED PEDESTRIAN PLAZA DECK SYSTEM DURA-WALK FR PS (PEDESTRIAN SYSTEM)

- A. Clean all surfaces to receive coating
 - 1. Remove all oil and grease with a commercial grade alkaline cleaner
 - 2. Rinse and dry
 - 3. Sand or shot blast, or acid etch with a 10-15% solution of muriatic acid
- B. Saw cut all cracks exceeding 26" (66cm) in length and caulk with Garland single-component Tuff-Stuff MS polyurethane sealant, or Green-Lock Sealant XL for larger cracks
- C. All moving cracks and plywood joints require just Tuff-Stuff MS polyurethane sealant and Dura-Walk Polyester Tape. Non-moving cracks do not require Dura-Walk Polyester Tape

- D. Caulk all expansion, control, and construction joints with single-component Tuff-Stuff MS polyurethane sealant, or Green-Lock Sealant XL for larger joints
- E. At all projections such as rails, pipes, etc., apply a bead of Tuff-Stuff MS polyurethane caulk
- F. Prime all concrete and masonry surfaces with Dura-Walk Primer or Dura-Walk FC Primer at a rate of 0.5 gal. /100 sq. ft. or 0.75 gal./100 sq. ft., mix only as much as can be used within 2 hours and allow to dry
- G. Reinforce Transitions:
1. Application of UniBond ST
 - a. Apply UniBond ST on center at all locations where a horizontal surface meets a vertical surface.
 - b. Apply Dura-Walk Base Coat over the polyester facing, extending a minimum of 2 inches beyond the tape on each side. The minimum application rate should be 1 gal. /100 sq. ft. (0.41 l/m²).
 2. Application of Dura-Walk Polyester Tape
 - a. Provide fluid-applied flashings (Dura-Walk Base Coat) at all locations where the horizontal surface meets a vertical surface. NOTE: see Dura-Walk PS Termination detail for specific layers
 - b. Embed a 4"(10 cm) or 6"(15 cm) piece of Dura-Walk Polyester Tape in the flashing material (Dura-Walk Base Coat)
- H. Coat all cracks with a thin coat of the Dura-Walk Base Coat
- I. Apply the Ulti-Mat Reinforcement and Dura-Walk Base Coat to the field:
1. Determine where the first run of Ulti-Mat reinforcement will begin. On sloped roof surfaces the first run of fabric should run parallel to the low edge of the roof with subsequent runs applied using shingling method, overlapping the previous run a minimum of 3 in. (75 mm). A chalk line can be used to guide the first run
 2. After positioning the reinforcement, apply Dura-Walk Base Coat to primed concrete where the reinforcement is going to be applied. Avoid all pin holes and repair them as they occur. Do not apply Dura-Walk Base Coat too far ahead of the fabric or coating may start to dry before fabric can be embedded. The minimum application rate is 1.5-2.0 gal. /100 sq. ft. (0.61-0.81 l/m²). Immediately roll 38 in. (200 mm) width Ulti-Mat reinforcement into the Dura-Walk Base Coat. Care should be taken to lay the fabric tight to the roof surface without air pockets, wrinkles, fishmouths, etc.
 3. After embedding Ulti-Mat reinforcement into the Dura-Walk Base Coat, apply an additional layer of base coat to completely saturate the fabric at the minimum application rate of 1 gal. /100 sq. ft. (0.41 l/m²) over the Ulti-Mat reinforcement. Avoid all pin holes and repair them as they occur. This saturation coat should be applied as soon as possible after embedding the reinforcement into the Dura-Walk Base Coat.
 4. Allow coat to cure overnight for at least 16 hours, but no more than 72 hours before applying the wear coat.
- J. Apply the Dura-Walk Wear Coat:
1. Before applying the wear coat, your local Garland Representative needs to inspect the base coat and reinforcement application.
 2. After the base coat has been inspected, apply a coat of Dura-Walk Wear Coat at the rate of 1.0-1.5 gal. /100 sq. ft. (0.41-0.61 l/m²). Use a heavy-duty roller for even application
 3. Immediately broadcast 6-8 gal. /100 sq. ft. of crushed walnut shell aggregate or 25 gal. /100 sq. ft. of rounded 30 mesh silica aggregate uniformly into wet coating. (Coating rate will change if a different aggregate is used)
NOTE: Coat and broadcast small areas at a time for even distribution making sure not to overlap aggregate and coating
 4. Allow the wear coat to cure for at least 16 hours, but no more than 72 hours before applying the finish coat. Once the wear coat is dry, sweep up any loose granules before applying Dura-Walk Top Coat
- K. Apply Dura-Walk Top Coat (in the desired color) by roller, or squeegee at the rate of 1 gal. /100 sq. ft. (0.41 l/m²); allow to fully cure for 24 hours before light foot traffic and 48 hours before heavy use.

SCOPE OF WORK FOR VEHICULAR PLAZA DECK SYSTEM DURA-WALK VS (VEHICULAR SYSTEM)

- A. Clean all surfaces to receive coating
1. Remove all oil and grease with a commercial grade alkaline cleaner
 2. Rinse and dry
 3. Sand or shot blast, or acid etch with a 10-15% solution of muriatic acid
- B. Saw cut all cracks exceeding 26" (66 cm) in length and caulk with Garland single-component Tuff-Stuff MS polyurethane sealant or Green-Lock Sealant XL larger cracks

- C. All moving cracks require Dura-Walk Polyester Tape and non-moving cracks does not require Dura-Walk Polyester Tape Fabric
- D. Caulk all expansion, control and construction joints to be coated with single-component Tuff-Stuff MS polyurethane sealant or Green-Lock Sealant XL for larger joints
- E. Provide fluid applied flashings (Dura-Walk Base Coat) at all locations where horizontal surface meets a vertical surface
NOTE: see Dura-Walk PS Termination detail for specific layers
- F. Embed in flashing material (Dura-Walk Base Coat), a 4" (10 cm) or 6" (15 cm) piece Polyester Fabric or use a neoprene adhesive and Neoprene on moving transitions
- G. At all projections such as rails, pipes, etc., apply a bead of Tuff-Stuff MS polyurethane caulk
- H. Prime all concrete and masonry surfaces with Dura-Walk Primer or Dura-Walk FC Primer at the rate of 0.5 gal. /100 sq. ft. or 0.75 gal./100 sq. ft., mix only as much as can be used in a 2 hour period and allow to dry
- I. Coat all cracks with a thin coat of the Dura-Walk Base Coat
- J. Apply over primed concrete a uniform coating of Dura-Walk Base Coat at the rate of 2.0 gal./100 sq. ft., avoid all pin holes and repair them as they occur; allow coat to cure overnight for at least 16 hours
- K. Next, apply a coat of Dura-Walk Wear Coat at the rate of 1.0 gal./100 sq. ft.; use a heavy-duty roller for even application
- L. Immediately broadcast 15 lbs. per 100 square feet of rounded 16 mesh silica aggregate uniformly into wet coating. (Coating rate will change if a different aggregate is used). Then, coat and broadcast small areas at a time for even distribution making sure not to overlap aggregate and coating. Allow the wear coat to cure for at least 16 hours, but no more than 72 hours before applying the finish coat. Once the wear coat is dry, sweep of any loose granules before applying finish coat
- M. Ramps and turn radius will apply one additional coat of Dura-Walk Wear Coat at a rate of 1.0 gal./100 sq. ft. and immediately broadcast 20 lbs. of rounded 20 mesh silica I aggregate per square into the wet coating; allow the additional wear course to cure for at least 16 hours, but no more than 72 hours before applying the finish coat
- N. Apply Dura-Walk Top Coat by roller, or squeegee at the rate of 1 gal./sq; allow to fully cure for 24 hours before light foot traffic and 48 hours before heavy use

SCOPE OF WORK FOR FULLY-REINFORCED VEHICULAR PLAZA DECK SYSTEM DURA-WALK FR VS (VEHICULAR SYSTEM)

- A. Clean all surfaces to receive coating
 - 1. Remove all oil and grease with a commercial grade alkaline cleaner
 - 2. Rinse and dry
 - 3. Sand or shot blast, or acid etch with a 10-15% solution of muriatic acid
- B. Saw cut all cracks exceeding 26" (66cm) in length and caulk with Garland single-component Tuff-Stuff MS polyurethane sealant, or Green-Lock Sealant XL for larger cracks
- C. All moving cracks and plywood joints require just Tuff-Stuff MS polyurethane sealant and Dura-Walk Polyester Tape. Non-moving cracks do not require Dura-Walk Polyester Tape
- D. Caulk all expansion, control, and construction joints with single-component Tuff-Stuff MS polyurethane sealant, or Green-Lock Sealant XL for larger joints
- E. At all projections such as rails, pipes, etc., apply a bead of Tuff-Stuff MS polyurethane caulk
- F. Prime all concrete and masonry surfaces with Dura-Walk Primer or Dura-Walk FC Primer at the rate of 0.5 gal. /100 sq. ft. or 0.75 gal./100 sq. ft., mix only as much as can be used within 2 hours and allow to dry

G. Reinforce Transitions:

1. Application of UniBond ST
 - a. Apply UniBond ST on center at all locations where the horizontal surface meets a vertical surface
 - b. Apply Dura-Walk Base Coat over the polyester facing, extending a minimum of 2 inches beyond the tape on each side. The minimum application rate should be 1.0 gallon per 100 sq. ft. (0.41 l/m²)
2. Application of Dura-Walk Polyester Tape
 - a. Provide fluid-applied flashings (Dura-Walk Base Coat) at all locations where horizontal surface meets a vertical surface
NOTE: see Dura-Walk PS Termination detail for specific layers
 - b. Embed in flashing material (Dura-Walk Base Coat), a 4"(10 cm) or 6"(15 cm) piece of Dura-Walk Polyester Tape

H. Coat all cracks with a thin coat of the Dura-Walk Base Coat

I. Apply of Ulti-Mat Reinforcement and Dura-Walk Base Coat to the field:

1. Determine where the first run of Ulti-Mat reinforcement will be started. On sloped roof surfaces the 1st run of fabric should be run parallel to the low edge of the roof with subsequent runs applied using shingling method, overlapping the previous run a minimum of 3 in. (75 mm). A chalk line can be used to guide the first run
2. After positioning the reinforcement, apply Dura-Walk Base Coat to primed concrete where the reinforcement is going to be applied. Avoid all pin holes and repair them as they occur. Do not apply Dura-Walk Base Coat too far ahead of the fabric or coating may start to dry before the fabric can be embedded. The minimum application rate should be 1.5-2.0 gal. /100 sq. ft. (0.61-0.81 l/m²). Immediately roll 38 in. (200 mm) width Ulti-Mat reinforcement into the Dura-Walk Base Coat. Care should be taken to lay the fabric tight to the roof surface without air pockets, wrinkles, fishmouths, etc.
3. After embedding Ulti-Mat reinforcement into the Dura-Walk Base Coat, apply an additional layer of base coat to completely saturate the fabric at the minimum application rate of 1 gal. /100 sq. ft. (0.41 l/m²) over the Ulti-Mat reinforcement. Avoid all pin holes and repair them as they occur. This saturation coat should be applied as soon as possible after embedding the reinforcement into the Dura-Walk Base Coat
4. Allow coat to cure overnight for at least 16 hours, but no more than 72 hours before applying the wear coat

J. Apply of Dura-Walk Wear Coat:

1. Before applying the wear coat, your local Garland Representative needs to inspect the base coat and reinforcement application
2. After the base coat has been inspected, apply a coat of Dura-Walk Wear Coat at the rate of 1.0-1.5 gal. /100 sq. ft. (0.41-0.61 l/m²). Use a heavy-duty roller for even application
3. Immediately broadcast 25 gal. /100 sq. ft. or rounded 30 mesh silica aggregate uniformly into wet coating. (Coating rate will change if a different aggregate is used.) Coat and broadcast small areas at a time for even distribution making sure not to overlap aggregate and coating
4. Allow the wear coat to cure for at least 16 hours, but no more than 72 hours before applying the finish coat. Once the wear coat is dry, sweep up any loose granules before applying Dura-Walk Top Coat or additional layer of Dura-Walk Wear Coat
5. Ramps and turn radius will require one additional coat of Dura-Walk Wear Coat. Repeat steps 2-4 for application of second layer of Dura-Walk Wear Coat

K. Apply Dura-Walk Top Coat (in the desired color) by roller or squeegee at the rate of 1gal. /100 sq. ft. (0.41 l/m²); allow to fully cure for 24 hours before light foot traffic and 48 hours before heavy use

SCOPE OF WORK FOR SPLIT-SLAB CONSTRUCTION DURA-WALK CWV/CWH SYSTEM

A. Clean all surfaces to receive coating

1. Remove all oil and grease with a commercial grade alkaline cleaner
2. Rinse and dry
3. Sand or shot blast, or acid etch with a 10-15% solution of muriatic acid

B. Saw cut all cracks exceeding 26" in length and caulk with Garland single-component polyurethane sealant, Tuff-Stuff MS or Green-Lock Sealant XL on larger cracks

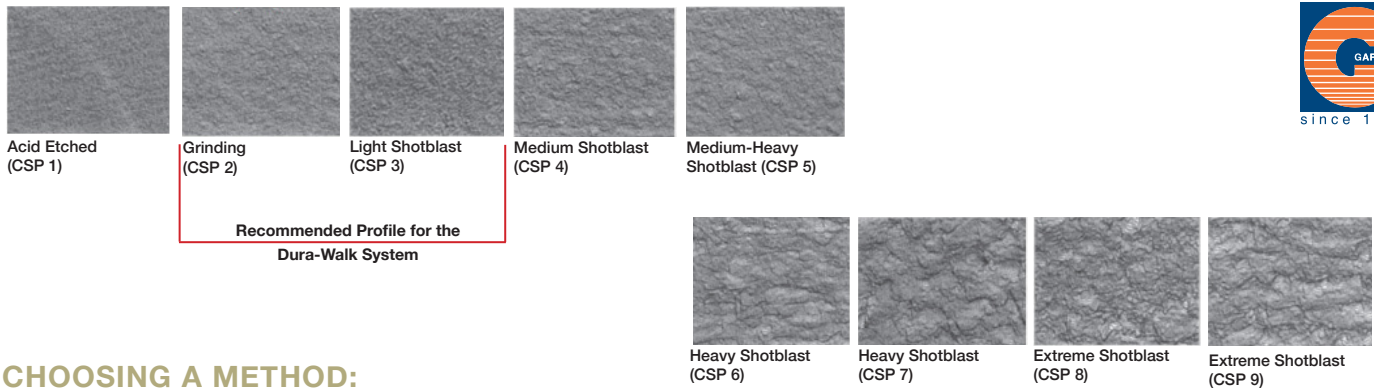
C. Caulk all expansion, control, and construction joints to be coated with Tuff-Stuff MS polyurethane sealant or Green-Lock Sealant

XL on larger joints

- D. Provide fluid applied flashings (Dura-Walk CWV) at all locations where horizontal surface meets a vertical surface
- E. Embed in flashing material (Dura-Walk CWV) a 4"(10 cm) or 6"(15 cm) piece of Dura-Walk Polyester Tape
- F. At all projections such as rails, pipes, etc., apply a bead of Tuff-Stuff MS polyurethane caulk
- G. Prime all concrete and masonry surfaces with Dura-Walk CW Primer at the rate of 0.5 gal./100 sq. ft. mix only as much as can be used in a 1-1 1/2 hour period and allow to dry
- H. Seal all cracks with a thin coat of the Dura-Walk CWH
- I. Apply over primed concrete a uniform coating of Dura-Walk CWH at the rate of 4.6 gallons per 100 square feet for a 60 dry mil membrane (This may need to be applied in two coats to achieve this coverage rate)
- J. Install a protection layer (board, felt, or drain dimple board) depending on application

APPLICATION GUIDELINES

Concrete Surface Preparation Guide



CHOOSING A METHOD:

1. ASSESS THE SURFACE

Examine the surface and use the guide below to determine removal type.

2. DETERMINE THE PROFILE/END RESULT DESIRED

Use the surface profile guide above to help identify the needed end result.

3. IDENTIFY THE PROCESS

Based on the surface conditions and the desired end results, identify possible equipment/surface preparation methods.

NOTE: More than one preparation method may be needed to achieve the desired end result.

4. TEST TO CONFIRM

Perform a test patch to confirm selection

PREPARATION METHOD:



Shot blasting* is an environmentally friendly and cost-effective method for preparing concrete surfaces. This labor and time-saving process strips, cleans and profiles the surface simultaneously eliminating drying time and costly disposal procedures associated with other surface preparation methods. Shot blasting procedures excellent bonding characteristics, reducing coating failures and maximizing floor life.



Diamond grinders and polishers* use horizontally rotating disks to level, smooth or clean a concrete surface. Remove coatings or adhesive residues; smooth or flatten concrete slabs, including troublesome curled expansion joints. Remove surface imperfections. For decorative concrete applications, use the machines to polish concrete to a high shine or to restore old slabs for architectural finishes.



Use scarifiers* for repairing common slab problems: curled joints, high spots, uneven slabs, burned slabs due to over-troweling, trowel marks, and damage due to weather. They remove oil, contaminants, traffic lines, epoxy coatings or paint. They are suitable for smoothing uneven surfaces and trip hazards, or for cutting safety grooves in ramps, walkways and loading docks.



Scrapers are used to remove a wide range of floor covering, waterproofing membranes and thick coatings. Scrapers can remove rubber, epoxy, thin-set mortar, elastomeric coatings, adhesives and more.

* Always wear appropriate eye, ear and respirator protection for the application, as specified by OSHA regulations and equipment manufacturer. Never operate or maintain equipment before reading and understanding the instructions for operation and maintenance. Obey all safety sign and instructions while operating or maintaining equipment.

LIGHT REMOVAL	DESIRED RESULT	DESIRED PROFILE							PROCESS	
		SP 2	SP3	SP4	SP5	SP6	SP7	SP8		SP9
BARE CONCRETE										
Prepare to apply thin film coating	Smooth, minimum profile, open pores of slab	•	•							Shot Blast+Grind OR Grind
Light dirt removal (1/32" or less)	Clean surface, open pores	•	•							Shot Blast+Grind OR Grind
Level uneven surface (1/16" or less)	Smooth surface	•	•							Grind
LIGHTLY COATED CONCRETE (Thin film 0-5 mils)										
Urethane removal	Remove coating, open pores of slab, ready for new coating	•	•							Shot Blast+Grind OR Grind
Epoxy removal	Remove coating, open pores of slab, ready for new coating	•	•							Grind
THIN LAYER OF CARPET GLUE OR TILE ADHESIVE										
Sticky residue	Remove, leave smooth surface, ready for thin coating	•	•	•						Scrape+Shot Blast
Brittle residue	Remove, leave smooth surface, ready for thin coating	•	•	•						Scrape+Shot Blast+Grind OR Scrape+Grind
Brittle residue	Remove from floor, leave smooth, ready for new tile/carpet									Scrape
UNEVEN CONCRETE										
Correct an uneven surface (1/8" or less deviation)	Level floor to smooth	•	•	•						Grind
DIRTY CONCRETE										
Light grease, oil mixed with dirt (1/32" to 1/16")	Remove contaminated layer, open pores for coating	•	•	•	•	•				Scrape OR Scarify, THEN Shot Blast OR Grind
Medium grease, oil mixed with dirt (1/16" to 1/8")	Remove contaminated layer, open pores for coating	•	•	•	•	•				Scrape OR Scarify+Shot Blast OR Grind
COATED CONCRETE (Medium layer 5-25 mils)										
Urethane	Remove coating, leave smooth surface for new thin to medium coating	•	•	•	•	•				Shot Blast OR Scarify, THEN GRIND
Epoxy	Remove coating, leave smooth surface for new thin to medium coating	•	•	•	•	•				Scrape OR Scarify OR Shot Blast OR Grind
TILE REMOVAL										
VCT on concrete or wood	Remove tile and adhesive, make concrete or wood floor bare	Existing slab or floor								Scrape
Sheet vinyl on concrete or wood	Remove vinyl and adhesive, make concrete or wood floor bare	Existing slab or floor								Scrape
Commercial carpet	Remove carpet and glue, make floor bare	Existing slab								Scrape
Ceramic tile or quarry tile	Remove tile and adhesive, make floor bare	•	•	•	•					Scrape+Scarify+Grind OR Scrape+Grind

HEAVY REMOVAL	DESIRED RESULT	DESIRED PROFILE								PROCESS
		SP 2	SP3	SP4	SP5	SP6	SP7	SP8	SP9	
BAD CONCRETE SURFACE										
Spalled areas	Remove spalled areas and weak concrete, make ready for underlay-ment or topping					•	•	•	•	Scarify+Shot Blast OR Shot Blast
Thick layer of laitance (1/8" to 1/4")	Remove weak layer of laitance, make ready for topping					•	•	•	•	Scarify+Shot Blast OR Shot Blast
Contaminated surface (1/8" to 1/4")	Remove contaminated concrete surface					•	•	•	•	Scarify+Shot Blast OR Shot Blast
TRAFFIC MARKINGS AND LINE STRIPES										
Paint - on concrete	Remove painted lines, leave surface ready for thin coatings	•	•	•						Scarify OR Shot Blast OR Grind
Paint - on concrete	Remove painted lines, leave surface ready for thick coatings				•	•	•	•	•	Scarify+Shot Blast OR Shot Blast
Thermal plastic - on concrete	Remove thermal plastic, leave surface ready for new line					•	•	•	•	Scarify
HEAVY CARPET ADHESIVE REMOVAL										
Adhesive removal	Remove carpet adhesive, make floor bare	•	•	•						Scrape OR Scarify
POLISH										
Polish uncoated smooth surface	Smooth to polished, high gloss surface									Grind (multiple steps)