

Facility Planning and Control

State of Louisiana

Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 8, 2021

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70548

RE: HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No. 01-107-06B-11, F.01003807

Sir or Madam:

The Notice to Proceed has been issued on the above referenced project. Please schedule a pre-construction conference with the Using Agency, the Contractor, his subcontractors, your office, and this office. **Remember, a pre-construction conference shall not be held without a representative from Facility Planning and Control in attendance.**

Please have the Contractor submit at this conference the requirements listed in Item 1, of Section 15, Pre-Construction Conference Agenda of the Instructions to Designers.

We ask you to furnish all information on the enclosed Final Cost and Construction Data Report, except where noted to be completed by this Department and to return this report to us upon completion of the project.

The Owner will select and contract for testing services after being furnished written information from the Designer as to the type and number of tests to be performed. We will pay for tests that pass, or in case of failure, the first test. The expenses for subsequent tests necessary to verify product acceptability will be borne by the Contractor.

Sincerely,

Mark A. Moses
Director

Denise Brumfield
Administrative Director

MAM/DB:sp
Enclosure
c: ARC Mechanical Contractors, Inc.

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COMMISSIONER OF ADMINISTRATION

January 8, 2021

NOTICE TO PROCEED

ARC Mechanical Contractors, Inc.
P.O. Box 6720
Slidell, LA 70469-6720

RE: Project No. 01-107-06B-11, F.01003807

Building - State ID: S00814 Site Code: 1-52-004

Type of Contract: HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana

Amount of Contract: \$263,000.00

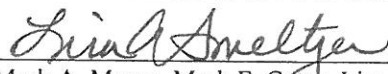
Type of Funding: Capital Outlay

Contract Total Equals: Base Bid Only

You are hereby notified to commence work on the referenced contract on or before **January 25, 2021** and are to fully complete the work (on or before **July 24, 2021**) within **180** consecutive calendar days thereafter. Your contract completion date is therefore **July 24, 2021**.

The contract provides for assessment of the sum of **\$250.00** as liquidated damages for each consecutive calendar day that the work remains incomplete after the above established contract completion date.

FACILITY PLANNING AND CONTROL


Mark A. Moses, Mark F. Gates, Lisa Smeltzer or Stephen Losavio

MAM:sp

Designer: Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70548

FINAL COST AND CONSTRUCTION DATA REPORT

PROJECT NAME: HVAC SYSTEM REPLACEMENT, STATE POLICE TROOP L HEADQUARTERS, WBS No. F.01003807
 PROJECT NO. 01-107-06B-11
 LOCATION MANDEVILLE, LOUISIANA SITE CODE: 1-52-004 BUILDING I.D. S00814
 DESIGNER: DAMON ENGINEERING, INC. BID DATE:
 CONTRACTOR: ARC MECHANICAL CONTRACTORS, INC. COMPLETION DATE:

BUILDING AREA: REMARKS

ENCLOSED AREA: _____
 COVERED AREA (@1/2 actual) COST PER SQ FT

DIVISIONS	PER CENT	AMOUNT	REMARKS
DIVISION 1			General Requirements
DIVISION 2			Existing Conditions
DIVISION 3			Concrete
DIVISION 4			Masonry
DIVISION 5			Metals
DIVISION 6			Woods and Plastics
DIVISION 7			Thermal & Moisture Protection
DIVISION 8			Openings
DIVISION 9			Finishes
DIVISION 10			Specialties
DIVISION 11			Equipment
DIVISION 12			Furnishings
DIVISION 13			Special Construction
DIVISION 14			Conveying Equipment
DIVISION 21			Fire Suppression
DIVISION 22			Plumbing
DIVISION 23			HVAC
DIVISION 26			Electrical
DIVISION 27			Communications
DIVISION 31			Earthwork
DIVISION 32			Exterior Improvements
DIVISION			
DIVISION			
Total			

FOR FACILITY PLANNING AND CONTROL USE
 Designers Fee: _____
 Administrative Cost _____
 Equipment _____
 Change Orders – Misc. _____
 Omission or Error _____
 Owner Requested _____
TOTAL PROJECT COST _____

BUILDING CLASSIFICATION: _____
LIFE SAFETY CLASSIFICATION: _____
BUILDING CODE CLASSIFICATION: _____
 Type of Facility _____
 New _____ Addition _____ Renovation _____ No. of Bldgs. _____ Stories _____
 Number of Beds _____ Cost per Bed _____
 Number of Occupants _____ Cost per Occupant _____
BUILDING CONSTRUCTION DESCRIPTION: _____
 Site work _____ No. of Parking Spaces _____
 Foundation System _____
 Structural Framing System _____
 Exterior Walls _____
 Insulation _____ Walls _____ Deck _____ Attic _____
 Roof _____
 Insulation _____ Surface _____
 Interior Partitions _____
 Ceiling System _____
 Finishes _____ Floors _____ Walls _____
 Ceilings _____
 Specials Construction _____
 Conveying Systems _____
 Sewage Disposal System _____
 Water Supply System _____
 Sprinkler System _____
 Heating System _____ BTUH _____
 Cooling System _____ Tons _____
 Electrical System _____

DESIGNER SIGNATURE: _____ Date: _____

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 8, 2021

ARC Mechanical Contractors, Inc.
P.O. Box 6720
Slidell, LA 70469-6720
Email: admin@arcmechanical.net

RE: HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No. 01-107-06B-11, F.01003807

Sir or Madam:

Please find enclosed the following documents relative to the referenced project:

1. One fully executed copy of the Construction Contract in the amount of **\$263,000.00**
2. Notice to Proceed

This letter constitutes approval of the referenced project by this office.

Facility Planning and Control will record the Construction Contract with the appropriate Clerk of Court's Office. DO NOT RECORD THIS CONTRACT.

Sincerely,

Mark A. Moses
Director

Denise Brumfield
Administrative Director

MAM/DB:sp
Enclosure

- c: LTC Jason Starnes, DPS, via email w/attachments
Dammon Engineering, Inc., w/enclosures ✓
Hartford Fire Insurance Company, w/enclosures
Mr. Mark Bradley, FPC, via email w/attachments
Mr. David Van Alstine, FPC, via email w/attachments
ORM, via email w/attachments

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ELLSWORTH CORPORATION

Agency Code: 43-480815

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, William H. Ellsworth, Ralph J. LeBlanc, Kathryn Moore, Norma Toups of METAIRIE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT



ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *1/9/2021*
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

SRM Cont # 4400021072

SRM PO # _____

BOND NO. 43BCSIJ4058

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this 3rd day of January, 2021, by ARC Mechanical Contractors, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 6720, Slidell, LA 70469-6720, and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

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

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

HVAC System Replacement
State Police Troop I. Headquarters
Mandeville, Louisiana
Project No.: 01-107-06B-11, F.01003807
State ID No.: S00814 Site Code: 1-52-004

in strict accordance with Contract Documents prepared by:

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70548

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 1, 2020, Addenda number(s) 1 and 2, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 180 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \$250.00 per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of Two Hundred Sixty-Three Thousand and No/100 Dollars (\$263,000.00) which sum represents the **Base Bid Only**.

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number 72-0841266.

Performance and Payment Bond: To these presents personally came and intervened NORMA TOUPS, herein acting for HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of Two Hundred Sixty-Three Thousand and No/100 Dollars (\$263,000.00). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations

to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

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

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

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

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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

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

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

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

WITNESSES:

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

Sherril L. Parker
FP&C Witness #1 Sign Here

BY: Mark A. Moses
MARK A. MOSES
FP&C DIRECTOR

Denise Bryfield
FP&C Witness #2 Sign Here

JMB
Contractor Witness #1 Sign Here

BY: Chester A. Cabirac
ARC MECHANICAL
CONTRACTORS, INC.
Chester A. Cabirac, President

Bill Acy
Contractor Witness #2 Sign Here

SURETY: HARTFORD FIRE INSURANCE COMPANY

Kent Jones
Surety Witness #1 Sign Here

BY: Norma Toups
ATTORNEY IN FACT, NORMA TOUPS

Juciakaty
Surety Witness #2 Sign Here

ONE HARTFORD PLAZA

HARTFORD, CONNECTICUT 06155
ADDRESS

(860)547-5000
TELEPHONE NUMBER