

LAW OFFICES

MANIER & HEROD

A TENNESSEE PROFESSIONAL CORPORATION

ONE NASHVILLE PLACE
SUITE 2200
150 FOURTH AVENUE NORTH

NASHVILLE, TENNESSEE 37219-2494

TELEPHONE (615) 244-0030

FACSIMILE (615) 242-4203

(615) 742-9358

DIRECT DIAL NUMBER

JPrice@ManierHerod.com
E-MAIL ADDRESS

July 12, 2011

TERRY L. HILL
TOMMY C. ESTES
JOHN M. GILLUM
SAM H. POTEET, JR.
DAVID J. DEMING
MARY PATY LYNN LEVAN
JOHN E. QUINN
FRED C. STATUM III
JAMES H. TUCKER, JR.
SARAH HARDISON REISNER
JOHN W. BARRINGER, JR.
JEFFREY S. PRICE
MICHAEL L. HAYNIE
MICHAEL E. COLLINS*
SCOTT C. WILLIAMS

LAURENN S. DISSPAYNE
DAVID M. DROBNY
HEATHER H. DOUGLAS
JARROD W. STONE
JUSTIN D. WEAR
B. DUANE WILLIS
PATRICIA TILL*
NEESHA S. HETCHER
ANTHONY C. BILLS
MELISSA JANE HUGHES
J. PAUL SINGLETON
ALLISON R. MALONE

* ALSO LICENSED IN TEXAS
* LICENSED ONLY IN MICHIGAN
AND GERMANY

Via E-Mail

Ronald S. Hagan
Deputy Counsel
St. Tammany Parish Government
Office of the Parish President
P.O. Box 628
Covington, LA 70434

RE: Principal: NATCO, Inc.
Obligee: St. Tammany Parish Department of Finance
Bond No.: 087-SB-104998055
Project: Administrative Complex (Towers Building)
Renovations

Dear Ronn:

I am writing to follow up on emails regarding the closeout of the Towers Building Project (the "Project"). Specifically, I believe that it will be helpful if I provide you with Travelers' understanding of the work that remains to be performed in order to complete the Project. Additionally, I am providing you with documentation of work performed by Landmark Corporation ("Landmark") that Travelers asserts is outside the scope of the original Project design. Travelers incurred these expenses in the interest of moving the Project to completion and with the understanding that the St. Tammany Parish (the "Parish") will work with Travelers to resolve disputes at the end of the Project. In turn, I request that you immediately provide me with information regarding any additional issues that the Parish believes must be resolved before the Project is complete. I suggest that we schedule a meeting for thirty (30) to forty-five (45) days from the date of this letter in order to discuss the closeout of the Project.

Travelers is aware of several remaining issues with the Project that must be resolved in order to close out the Project. First, Travelers believes that all work on the Project is complete with the exception of the installation of certain exterior signage, which has been delayed due to the redesign and addition of exterior signage. Barring further delay, the signage should be installed within the next several weeks. Second, it must be determined whether the roof is warranted and whether the contract required a roof warranty. Gebhard Enterprises Inc. ("Gebhard"), the roof subcontractor, has obtained a Limited Warranty from The Valspar Corporation, the manufacturer of the coil coating used on the roof. The warranty is attached as **Attachment A**. I will keep you apprised of any developments regarding the existence and details of any other applicable warranty. In our review of the contract documents, we have not been able to identify any provision requiring that the roof be warranted. I understand that "SECTION 07530 Repairs to Existing Roof System and Installation Of New Acrylic Protective Coating" of the specifications requires in Part 1.06 that bidders "[f]urnish written 10 Year No Leak Warranty on Roof System." However, we have not been able to identify any warranty requirement applicable to the "metal roof alternate"¹ (the "Alternative Roof") included in the "Alternate Bid Package"². Accordingly, Gebhard's bid form includes a bid for "Alternate No. 1 to base bid: Provide and Install new metal roof as shown in drawing No. S-5 in lieu [sic] of repairing existing built up roof." If you are aware of any other documents relevant to the issue of whether a warranty was required for the Alternative Roof, please advise.

Additionally, as you recall, in order to expedite completion of the Project, Landmark and Travelers agreed under a full reservation of rights that Landmark would correct four (4) items (the "Disputed Items") that Landmark and Travelers deemed outside the scope of the bonded contract and takeover agreement. The items are as follows:

- Modifications to handrails and guardrails within the Stair Towers;
- Modifications to the Chiller gate and guardrails;
- Installation of additional return air openings to the mechanical system; and
- Removal and reinstallation of Fifth floor corridor walls.

Attached collectively as **Attachment B**, you will find narratives describing each of the Disputed Items and itemizations of the costs to correct the Disputed Items. The itemizations of the costs to correct the Disputed Items total \$43,488.00. Travelers hereby requests that the Parish adjust the contract balance to reflect the \$43,488.00 expended to correct the Disputed Items.

¹ Addendum #2 dated June 29, 2007 addressed a pre-bid conference question related to the "metal roof alternate."

² Addendum #7 dated July 17, 2007 referenced "Alternate Bid Package, Metal Roof Dwg S-6."

Ronald S. Hagan
July 12, 2011
Page 3

It is Travelers' understanding that if the aforementioned issues are resolved, the Project can be closed out. If you are aware of other issues, please advise immediately. Further, please advise as to your availability between thirty (30) and forty-five (45) days from the date of this letter to meet to discuss closeout of the Project. If you have any questions about this correspondence, please do not hesitate to contact me. Travelers continues to fully and completely reserve its rights, remedies, and defenses under the Bonds, at law or in equity.

Very truly yours,

MANIER & HEROD

A handwritten signature in black ink, appearing to read 'Jeffrey S. Price', is written over the typed name. The signature is fluid and cursive.

Jeffrey S. Price

cc: Michael F. Burkhardt (via e-mail)
Larry Calloway (via e-mail)
Jason Calloway (via e-mail)
Gary Bierhalter (via e-mail)
David Koppenol (via e-mail)

ATTACHMENT A



901 North Greenwood Avenue
Kankakee, Illinois 60901
Phone: 815.933.5561
Fax: 815.936.7811

April 15, 2011

Mr. Sean Gebhard
Gebhard Enterprises Inc.
57382 Allen Road
Slidell, LA 70467

SUBJECT: FLUROPON® LIMITED WARRANTY

Dear Mr. Gebhard:

We are pleased to present you with THE FOLLOWING Limited Warranty on our Fluropon® coil coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs:

- a. Within 35 years from the date of application of the paint, Fluropon® exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. *Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.*
- b. Within 30 years from the date of installation of the panels, Fluropon®:
 - i. Chalks in excess of ASTM D-4214-98 method A D659 number eight (8) rating when properly maintained as described herein, and
 - ii. Changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Valspar does not warrant that color changes will be uniform.

2. If a Warranty condition occurs and the other requirements of this Warranty are met, Valspar will supply you with the following Warranty benefits:

Valspar will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty provided to the building owner, whichever is less. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

3. Valspar cannot control the circumstances of application. Therefore, this Limited Warranty applies only when Fluropon® coil coatings are properly applied (according to the application instructions in Valspar's then-current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel (G90/G60), Galvalume, and Aluminum) that is fabricated into commercial or industrial building parts. Valspar does not warrant the use of Fluropon® coil coatings with non-Valspar coatings. Warranty Benefits are available only for all-Valspar coating systems. Also, because some colors may not meet our standards, Valspar will inform you in writing at the time of color matching if the color you have selected is not an approved color.

4. To receive Warranty Benefits for a Warranty Condition, you must:

- a. Send written notice of the Warranty Condition within thirty days to: Vice President, Coil and Extrusion, The Valspar Corporation
- b. Provide access to the affected panels and site.
- c. Assist us as necessary in determining the exact cause of failure.
- d. Provide such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the Fluropon® coating involved; and production records and quality control records from your coater showing compliance with our application specifications and the results of tests required by those specifications.

If it matters, we're on it.™

5. We are not responsible and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:
 - a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Valspar's control
 - b. Harmful fumes or foreign substances in the atmosphere, or salt spray
 - c. Failure to apply Fluropon® coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
 - a. Improper treatment or defects in the substrate metal or in its fabrication, or embossing. Any corrosion or loss of adhesion as a result of the embossing process
 - b. Significant differences in insulation below coated metal panel;
 - c. Fluropon® which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
 - d. Failures or damage resulting from corrosion at cut edges or failure of the metal substrate;
 - c. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
 - f. Fluropon® that has been stored/installed in such a way that allows contact with animals or animal waste.
 - g. Mishandling of Fluropon® or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage;
 - h. Where materials / items such as snow guards and solar panels are attached / adhered to the product;
6. No Warranty is provided for Fluropon® on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
7. If chrome free pretreatment is used, warranty for adhesion must be validated by sample testing of production material. Material must pass fifteen (15) minute boiling water/reverse impact/crosshatch adhesion with no tape off. Use of chrome free pretreatment with Galvalume voids warranty.
8. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Fluropon® is originally installed.
9. This is our only warranty concerning Fluropon® coil coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. VALSPAR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to Fluropon® coil coatings, whether based on warranty, negligence or any other legal theory.
10. This is our complete warranty. It lists all of Valspar's obligations regarding Fluropon® coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Valspar makes no warranty to your customers, and is not responsible for any warranty you choose to provide to your customers concerning the performance of Fluropon® coil coatings. Valspar may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to Fluropon® coil coatings sold to you after the notice period expires.

IN WITNESS WHEREOF, Valspar and Customer have executed this Warranty effective as of this 15th day of April, 2011.

CUSTOMER
 BY: *Leon M. Gebhard*
 Title: President

THE VALSPAR CORPORATION
 BY: *Debra Bedetti*
 Title: Business Operations Director

ATTACHMENT B

PCO #61 – Fire Stair Handrail Corrections

Overview

The Contract Documents include written and graphical information detailing the design of the handrails and guardrails within the Stair Towers. This design information was used by a subcontractor to fabricate the handrails and guardrails. The installation was later rejected by the fire marshal as detailed herein. As a result, the handrails and guardrails required extensive modifications to comply with applicable codes. PCO No. 61 was prepared based upon the required modifications and was subsequently submitted to the Owner for approval. The PCO was rejected, citing fire marshal review documents that were not made available until to Natco until after the project was awarded. The modifications were a pre-requisite to the occupancy of the building and were performed under a reservation of rights.

Errors and Omissions

The Contract Documents include specific design and code information which appears to have been extracted from the UFAS (Uniform Federal Accessibility Standards) and ADA (American Disabilities Act). This information was incorporated into the drawing H-1 and provided specific design criteria related to the handrails and guardrails. An inspection and subsequent report was provided by the fire marshal and details non-compliant elements of the installation that are in direct conflict with the information provided on drawing H-1. The fire marshal inspection report, dated 10/15/10, is attached hereto.

The following is a list of those noncompliant items copied from the report and upon which PCO No. 61 is based:

1. **Handrail Wall Clearance** - Provide a minimum clearance of 2¼ ” between the handrail and the walls.
2. **Handrail Height** - New handrails on stairs shall be not less than 34 in. and not more than 38”, above the surface of the tread, measured vertically to the top of the rail from the leading edge of the tread.
3. **Continuous Handrails** - Required guards and handrails shall continue for the full length of each flight of stairs. At turns of new stairs, inside handrails shall be continuous between flights and landings.

Handrail Wall Clearance

Drawing H-1; Article 4.9 Stairs; Clause 4.9.4 Handrails; Item No. (3) is shown below. This clause details the requirements for the clear dimensions between the wall and the handrail to be 1½". See item (3) below.

Landmark Reference 1

4.9.4 HANDRAILS. STAIRWAYS SHALL HAVE HANDRAILS AT BOTH SIDES OF ALL STAIRS. HANDRAILS SHALL COMPLY WITH 4.26 AND SHALL HAVE THE FOLLOWING FEATURES:

- (1) HANDRAILS SHALL BE CONTINUOUS ALONG BOTH SIDES OF STAIRS. THE INSIDE HANDRAIL ON SWITCHBACK OR DOGLEG STAIRS SHALL ALWAYS BE CONTINUOUS (SEE FIG. 19(a) & (b)).
- (2) IF HANDRAILS ARE NOT CONTINUOUS, THEY SHALL EXTEND AT LEAST 12" (305mm) PLUS THE WIDTH OF ONE TREAD BEYOND THE BOTTOM RISER. AT THE TOP, THE EXTENSION SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. AT THE BOTTOM, THE HANDRAIL SHALL CONTINUE TO SLOPE FOR A DISTANCE OF THE WIDTH OF ONE TREAD FROM THE BOTTOM RISER; THE REMAINDER OF THE EXTENSION SHALL BE HORIZONTAL (SEE FIG. 19(c) & (d)). HANDRAIL EXTENSIONS SHALL COMPLY WITH 4.4.
- (3) THE CLEAR SPACE BETWEEN HANDRAILS AND WALLS SHALL BE 1-1/2" (38mm).
- (4) GRIPPING SURFACES SHALL BE UNINTERRUPTED BY NEWEL POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
- (5) TOP OF HANDRAIL GRIPPING SURFACE SHALL BE MOUNTED BETWEEN 30" & 34" (760mm & 865mm) ABOVE STAIR NOSINGS.
- (6) ENDS OF HANDRAILS SHALL BE EITHER ROUNDED OR RETURNED SMOOTHLY TO FLOOR, WALL, OR POST.
- (7) HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.

Within the same article, Clause 4.8.5 Handrails; Item No. (3) addresses the clearance required between the wall and the handrail. See item (3) below.

Landmark Reference 2

4.8.5* HANDRAILS. IF A RAMP RUN HAS A RISE GREATER THAN 6" (250mm) OR A HORIZONTAL PROJECTION GREATER THAN 72" (1830mm), THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. HANDRAILS SHALL COMPLY WITH 4.26 AND SHALL HAVE THE FOLLOWING FEATURES:

- (1) HANDRAILS SHALL BE PROVIDED ALONG BOTH SIDES OF RAMP SEGMENTS. THE INSIDE HANDRAIL ON SWITCHBACK OR DOGLEG RAMPS SHALL ALWAYS BE CONTINUOUS.
- (2) IF HANDRAILS ARE NOT CONTINUOUS, THEY SHALL EXTEND AT LEAST 12" (305mm) BEYOND THE TOP AND BOTTOM OF THE RAMP SEGMENT AND SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE.
- (3) THE CLEAR SPACE BETWEEN THE HANDRAIL AND THE WALL SHALL BE 1-1/2" (38mm).

The sketch below shows in graphic form what is specified within the Contract Documents.

Landmark Reference 3

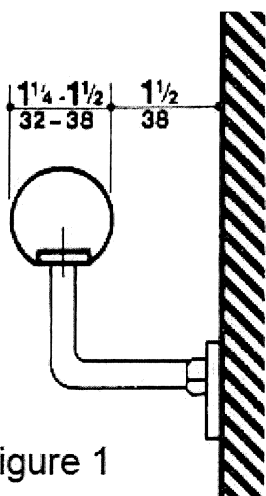
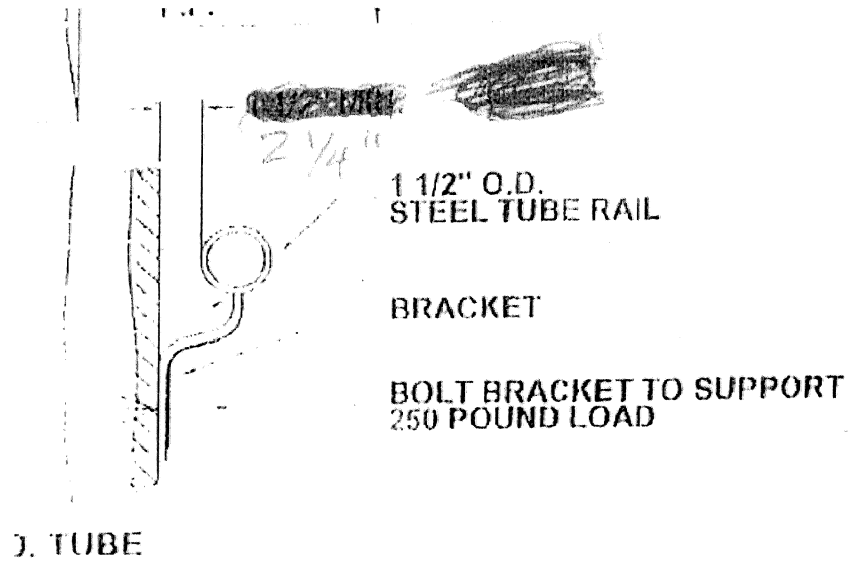


figure 1

Parish representatives have indicated that this issue was identified by the Fire Marshal at the time of their initial review and prior to the start of construction. The Parish claims that this inspection report was incorporated into the Takeover Agreement. To the best of our knowledge, the Contract Documents were not amended or modified to address this issue nor was this report incorporated into the Takeover Agreement.

The local fire marshal brought this issue to our attention on November 15, 2010. Following the inspection, Dammon provided a marked up document, shown below (*Landmark Reference 4*), which calls out the requirement of $2 \frac{1}{4}$ clear between the wall and the handrail. The handrails and guardrails were already installed at this point and required field modifications to comply with the new design criteria.

Landmark Reference 4



Handrail Height

Drawing H-1; Article 4.9. Stairs; Clause 4.9.4; Item No. (5) is shown below. This clause addresses the height of the handrail above the stair nosings.

Landmark Reference 5

4.9.4 HANDRAILS. STAIRWAYS SHALL HAVE HANDRAILS AT BOTH SIDES OF ALL STAIRS. HANDRAILS SHALL COMPLY WITH 4.26 AND SHALL HAVE THE FOLLOWING FEATURES:

- (1) HANDRAILS SHALL BE CONTINUOUS ALONG BOTH SIDES OF STAIRS. THE INSIDE HANDRAIL ON SWITCHBACK OR DOGLEG STAIRS SHALL ALWAYS BE CONTINUOUS (SEE FIG. 19(a) & (b)).
 - (2) IF HANDRAILS ARE NOT CONTINUOUS, THEY SHALL EXTEND AT LEAST 12" (305mm) PLUS THE WIDTH OF ONE TREAD BEYOND THE BOTTOM RISER. AT THE TOP, THE EXTENSION SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. AT THE BOTTOM, THE HANDRAIL SHALL CONTINUE TO SLOPE FOR A DISTANCE OF THE WIDTH OF ONE TREAD FROM THE BOTTOM RISER; THE REMAINDER OF THE EXTENSION SHALL BE HORIZONTAL (SEE FIG. 19(c) & (d)). HANDRAIL EXTENSIONS SHALL COMPLY WITH 4.4.
 - (3) THE CLEAR SPACE BETWEEN HANDRAILS AND WALLS SHALL BE 1-1/2" (38mm).
 - (4) GRIPPING SURFACES SHALL BE UNINTERRUPTED BY NEWEL POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
 - (5) TOP OF HANDRAIL GRIPPING SURFACE SHALL BE MOUNTED BETWEEN 30" & 34" (760mm) & 865mm) ABOVE STAIR NOSINGS.
-

In the Fire Marshall's inspection report he indicated that the handrails which had been installed at approximately 32" height above the stair tread were not acceptable and needed to be repaired. Please refer to the inspection report which has been attached or item 7.2.2.4.4.1 which was copied from that document shown below.

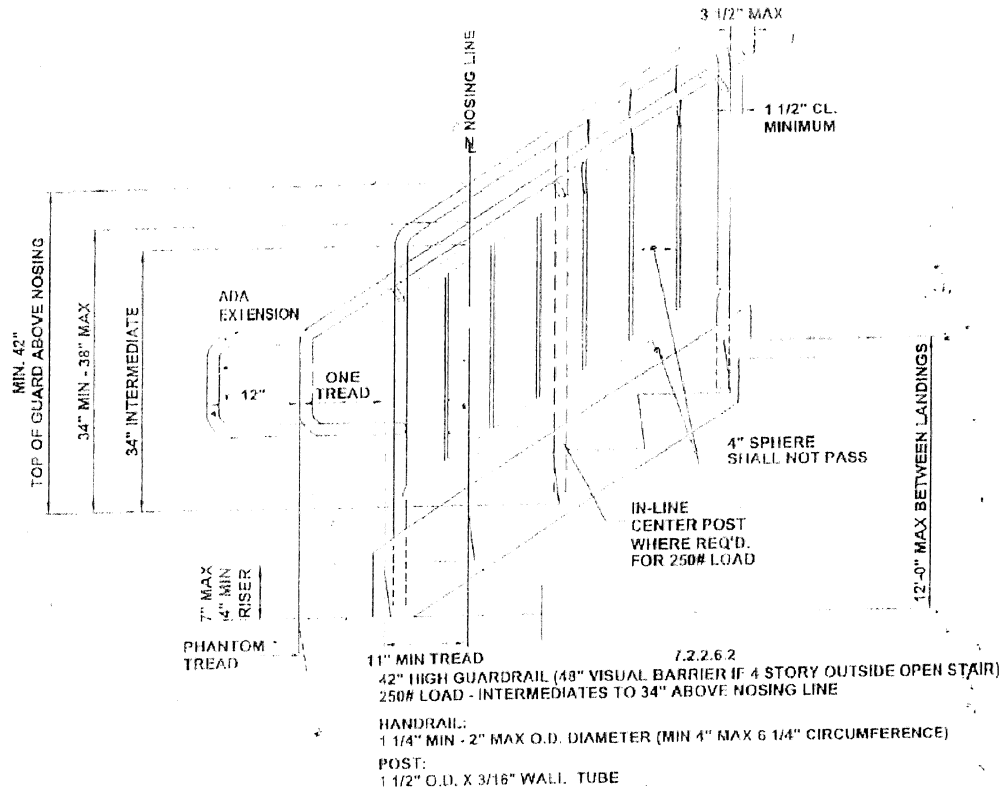
Landmark Reference 6

7.2.2.4.4* Handrail Details.

7.2.2.4.4.1

New handrails on stairs shall be not less than 34 in. (865 mm), and not more than 38 in. (965 mm), above the surface of the tread, measured vertically to the top of the rail from the leading edge of the tread.

The following is a copy of the detail provided by Dammon which reflects the which reflects this change.



000022

Continuous Handrail

The contract drawings show details of both continuous and discontinuous handrails. The notes on sheet H-1 allows for either design to be utilized. However, the approved sprinkler system risers, installed within the Stair Towers, decreased the circulation space of the landing, and prevented the installation of a code compliant continuous handrail.

The project was bid based upon the installation of continuous handrails. The additional cost to install a (standard) discontinuous design would have been minimal, however, the Design Team indicated the handrails were still needed at the window, to protect the window and personnel.

The Designer asked for a meeting with Landmark and the Fire Marshal to discuss a design fix which they wished to propose. The meeting was held and the proposed design was accepted by the Fire Marshal and is consistent with what is presently installed.

At the time of the meeting, the Designer indicated they would pay the cost associated with this revision. The additional cost to install the revised design is included as part of PCO #61.

Drawing H-1; Article 4.9.4 Handrails; Details the installation requirements for both continuous and non-continuous handrails. See (*Landmark Reference 8*) below.

Landmarks Reference 8

4.9.4 HANDRAILS. STAIRWAYS SHALL HAVE HANDRAILS AT BOTH SIDES OF ALL STAIRS. HANDRAILS SHALL COMPLY WITH 4.26 AND SHALL HAVE THE FOLLOWING FEATURES:

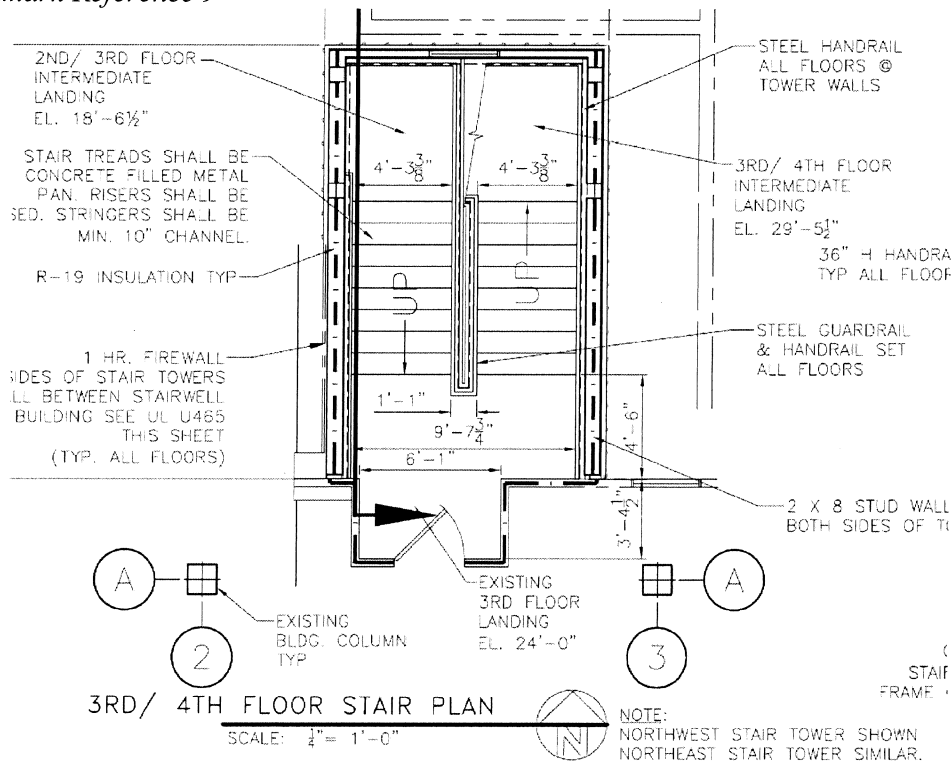
(1) HANDRAILS SHALL BE CONTINUOUS ALONG BOTH SIDES OF STAIRS. THE INSIDE HANDRAIL ON SWITCHBACK OR DOGLEG STAIRS SHALL ALWAYS BE CONTINUOUS (SEE FIG. 19(a) & (b)).

(2) IF HANDRAILS ARE NOT CONTINUOUS, THEY SHALL EXTEND AT LEAST 12" (305mm) PLUS THE WIDTH OF ONE TREAD BEYOND THE BOTTOM RISER. AT THE TOP, THE EXTENSION SHALL BE PARALLEL WITH THE FLOOR OR GROUND SURFACE. AT THE BOTTOM, THE HANDRAIL SHALL CONTINUE TO SLOPE FOR A DISTANCE OF THE WIDTH OF ONE TREAD FROM THE BOTTOM RISER; THE REMAINDER OF THE EXTENSION SHALL BE HORIZONTAL (SEE FIG. 19(c) & (d)). HANDRAIL EXTENSIONS SHALL COMPLY WITH 4.4.

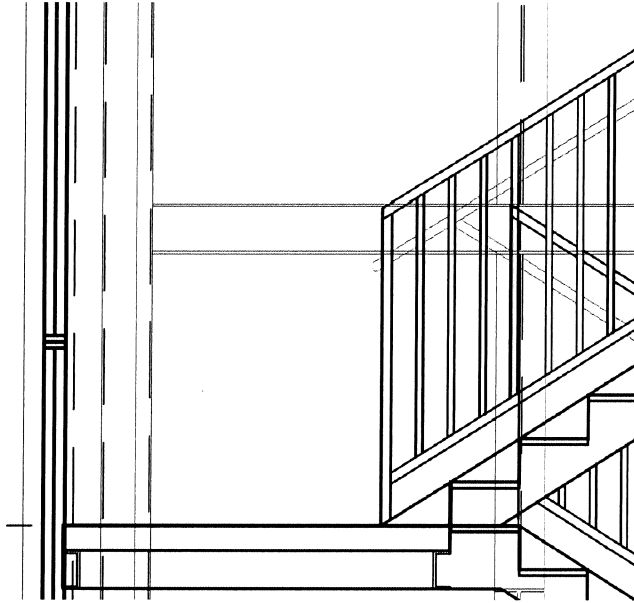
The article above gives the contractor the option of providing a continuous handrail or a discontinuous handrail. In the design details it is not clear what option (continuous or discontinuous) the designer chose.

On sheet A.18 detail Sheet A.18, 3rd/4th Floor Plan shows the handrail to be continuous.

Landmark Reference 9



On the same sheet see Typical Section of Stair tower Sheet A.18, Detail SA/A18/A18 it shows a discontinuous handrail which is turned into the wall. *Landmarks Reference 10*



Date: 11/12/2010

Chuck;

Subject: STPS PCO # 61 – Fire Stair Handrail corrections.

Attached for your review and concurrence is our PCO for work related to the correction of ADA violations at the Stair Towers.

The City of Slidell Fire Marshal has indicated that the handrails did not conform to requirements of the code. His report did not identify what problems were found. It only addressed requirements which should be met to correct the problems. The Fire Marshal's report is attached for your review.

This PCO is requested to recover cost associated with the repairs which were verbally identified by the Fire Marshal and corrections as directed by you in the field. The following are the errors as we understand them and how they are being repaired:

Handrails clear distance off the wall

1. Please refer to Contract Drawing sheet H-1 Note 4.8.5(3) that states, "THE CLEAR SPACE BETWEEN THE HANDRAIL AND THE WALL SHALL BE 1-1/2". With few exceptions the handrails as installed meet or exceed this minimum requirement.
2. The approved shop drawings were submitted showing a details which would be used to install the handrails and they have been installed accordingly. Again, with few exceptions the handrails as installed meet or exceed this minimum requirement of the contract documents.

The handrails will be adjusted by bending the brackets were the adjustment needed is small and brackets cut off and refitted at other locations.

Handrail heights

1. Contract Drawing sheet H-1 Note 4.9.4 (5) states, "Top of handrail gripping surface shall be mounted between 30" and 34" above the stair nosings. The handrails as installed are at approximately 32" which is where they should be to meet contract requirements.

The handrails will be adjusted by bending the brackets were the adjustment needed is small and brackets cut off and refitted at other locations.

Continuous Handrails

The Contract Drawings sheet A-18 detail SB/A18/A18 shows the handrails to be continuous. The Northeast Fire Stair contains chiller piping that was approved for installation in the Northeast corner. The outside perimeter handrails could not be installed around these pipes and still meet code requirements. The handrail decreased the allowable circulation space of the landing and for this reason made the design non-conforming. Landmark was directed by Dammon to modify the design stopping the handrails short of the chilled water pipes on the East wall and returning it to the wall. The handrails that are to extend across the window on the North wall will be revised to be stop beyond the supports and be returned to the wall on the East and West side of the window.

With the correction of the items above only minor modification will be required to make the stairs conform to requirements of the code.

Itemization sheets are attached reflecting the cost of this RFP.

We do not anticipate the completion of this work and subsequent activities by December 31st, 2010. As such, this proposal is being submitted subject to the approval of a twenty one (21) calendar day time extension.

We need to proceed with this work immediately to prevent further delays to the completion of the stair towers. This proposal is valid until Wednesday, December 8th at which time it will be revised and resubmitted to include additional time and overhead expenses as may become necessary.

Please give me a call if you have any questions.

Jim Mc Guire, AIA
Senior Project Manager
Cell: 843.475.8783
Office: 423-926-7137
eMail: jmcgruire@landmarkcorp.com



St. Tammany Fire Protection District #1 - Fire Prevention Bureau

1358 Corporate Square Slidell La.
70458
PO Box 1149

Phone: 985-646-4387 Fax: 985-646-4864

This inspection is intended for your safety and the safety of the citizens of Louisiana. Your cooperation is greatly appreciated.

STRUCTURE ID

SCHED. INSP. DATE

<u>Code</u>	<u>Location</u>	<u>Description</u>
7.2 Table 7.2.2.2.1.1(a) New Stairs	Stair Handrails	Means of Egress Components.

Dimensional Criteria

Feature ft/in. mm

Minimum width See 7.2.2.2.1.2.

Maximum height of risers 7 in.

Minimum height of risers 4 in.

Minimum tread depth 11 in.

Minimum headroom 6 ft 8 in.

Maximum height between landings 12 ft

Landing See 7.2.1.3, 7.2.1.4.4, and 7.2.2.3.2.

Table 7.2.2.2.1.2(B) New Stair Width

Total Cumulative Occupant Load Assigned to the Stair Width
<2000 persons 44 in.

7.2.2.3.2.2 Stairs and intermediate landings shall continue with no decrease in width along the direction of egress travel.

7.2.2.3.2.3 In new buildings, every landing shall have a dimension, measured in the direction of travel, that is not less than the width of the stair.

2) For existing stairs, handrails shall be provided within 44 in. (1120 mm) of all portions of the required egress width.

7.2.2.4.2 Continuity.

Required guards and handrails shall continue for the full length of each flight of stairs. At turns of new stairs, inside handrails shall be continuous between flights at landings.

7.2.2.4.3 Projections.

The design of guards and handrails and the hardware for attaching handrails to guards, balusters, or walls shall be such that there are no projections that might engage loose clothing. Openings in guards shall be designed to prevent loose clothing from becoming wedged in such openings.

7.2.2.4.4* Handrail Details.

7.2.2.4.4.1

New handrails on stairs shall be not less than 34 in. (865 mm), and not more than 38 in. (965 mm), above the surface of the tread, measured vertically to the top of the rail from the leading edge of the tread.

101:7.2.2.4.4.5 Provide a minimum clearance of 2-1/4" between the handrails and the walls or guards to which they are attached.

7.2.2.4.4.7

New handrails shall be continuously graspable along their entire length.

7.2.2.4.4.8

Signature and Title of person whom requirements were explained.	Signature of the Inspector.	Time Out
<p>R.S. 40:1621 Whoever fails to comply with any order issued by the Fire Marshal or his authorized representative under any provision of Part III, Chapter 7, of Title 40 of the Louisiana Revised Statutes of 1950, R.S. 50:1589 expected, shall be fined not more than five hundred dollars or imprisoned, for not more than six months or both. Each day's violation of an order constitutes a separate offense and may be punished at the discretion of the court.</p>		



St. Tammany Fire Protection District #1 - Fire Prevention Bureau

1358 Corporate Square Slidell La.
70458
PO Box 1149

Phone: 985-646-4387 Fax: 985-646-4864

This inspection is intended for your safety and the safety of the citizens of Louisiana. Your cooperation is greatly appreciated.

STRUCTURE ID

SCHED. INSP. DATE

Code Location Description

Handrail brackets or balusters attached to the bottom surface of the handrail shall not be considered to be obstructions to graspability, provided that the following criteria are met:

- (1) They do not project horizontally beyond the sides of the handrail within 1 in. (38 mm) of the bottom of the handrail and provided that, for each additional in. (13 mm) of handrail perimeter dimension greater than 4 in. (100 mm), the vertical clearance dimension of 1 in. (38 mm) is reduced by in. (3.2 mm).
- (2) They have edges with a radius of not less than 0.01 in. (0.25 mm).

7.2.2.4.4.9

New handrail ends shall be returned to the wall or floor or shall terminate at newel posts.

7.2.2.4.4.10

In other than dwelling units, new handrails that are not continuous between flights shall extend horizontally, at the required height, not less than 12 in. (305 mm) beyond the top riser and continue to slope for a depth of one tread beyond the bottom riser.

Signature and Title of person whom requirements were explained.	Signature of the Inspector.	Time Out
<p>R.S. 40:1621 Whoever fails to comply with any order issued by the Fire Marshal or his authorized representative under any provision of Part III, Chapter 7, of Title 40 of the Louisiana Revised Statutes of 1950, R.S. 50:1589 expected, shall be fined not more than five hundred dollars or imprisoned, for not more than six months or both. Each day's violation of an order constitutes a separate offense and may be punished at the discretion of the court.</p>		

Form for Itemization Summary

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Name of General contractor: Landmark Corp.
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Proposal Number: PCO #61	Date Itemized: 3-Nov-10	Page: 1 of 3 pages
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Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Install (Outside) Handrail in N.E./N.W. Stairwells	C.E.I	6,034.63
Install (Inside) Handrail in N.E./N.W. Stairwells	C.E.I	6,116.40

Subtotal:	12,151.03
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See tab on Mark-ups	General Contractor mark-up on Subtotal: 15.00%	1,822.65
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Subtotal for General Contractor for work by subcontractors:	13,973.68
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Work by General Contractor	Costs and Allowances
Landmark Estimating Time	200.00

Subtotal (including Subcontractors and the General Contractor):	14,173.68
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Bond Premium:	2.0000 % =	283.47
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Total:	14,457.16
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Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Work itemized below provided CEI-Handrails on wall in northeast and northwest stairwells-(Outside Rail)

Proposal Number:	PCO #61	Date Itemized:	3-Nov-10	Page	2	of	3	pages
------------------	---------	----------------	----------	------	---	----	---	-------

Description	a				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
90 Degree Angles	30	pcs.	3.33	99.90				0.00				0.00
End Caos	30	pcs.	1.50	45.00				0.00				0.00
Primer	1	gal	50.00	50.00				0.00				0.00
Cut and Fit Hand Rails				0.00				0.00	80	hr	33.66	2,692.80
Helper				0.00				0.00	40	hr	21.56	862.40
				0.00				0.00				0.00
				0.00				0.00				0.00

	194.90		Labor Subtotal	3,555.20	
8.750	17.05		41.0 % Mark-up =	1,457.63	
	211.95	Equipment Cost	0.00	Labor Cost:	5,012.83

Subtotal of Costs of Materials + Equipment + Labor = \$	5,224.79
10% Overhead allowed on costs = \$	522.48
Subtotal of Costs + Overhead = \$	5,747.26
5% Profit allowed on Costs + Overhead = \$	287.36
Total for this change = \$	6,034.63

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Work itemized below provided by: CEI-Handrails on wall in northeast and northwest stairwells-(Inside Rail)

Proposal Number: PCO #61 Date Itemized: 3-Nov-10 Page 3 of 3 pages

Description	a				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Stand Offs	72	pcs.	2.50	180.00				0.00				0.00
1 1/4"	20	l.f.	1.50	30.00				0.00				0.00
Primer	1	Gal	50.00	50.00				0.00				0.00
Remove and Reinstall				0.00				0.00	80		33.66	2,692.80
Helper				0.00				0.00	40	hr	21.56	862.40
				0.00				0.00				0.00
				0.00				0.00				0.00

	260.00		Labor Subtotal	3,555.20	
8.750	22.75		41.0 % Mark-up =	1,457.63	
	282.75	Equipment Cost:	0.00	Labor Cost:	5,012.83

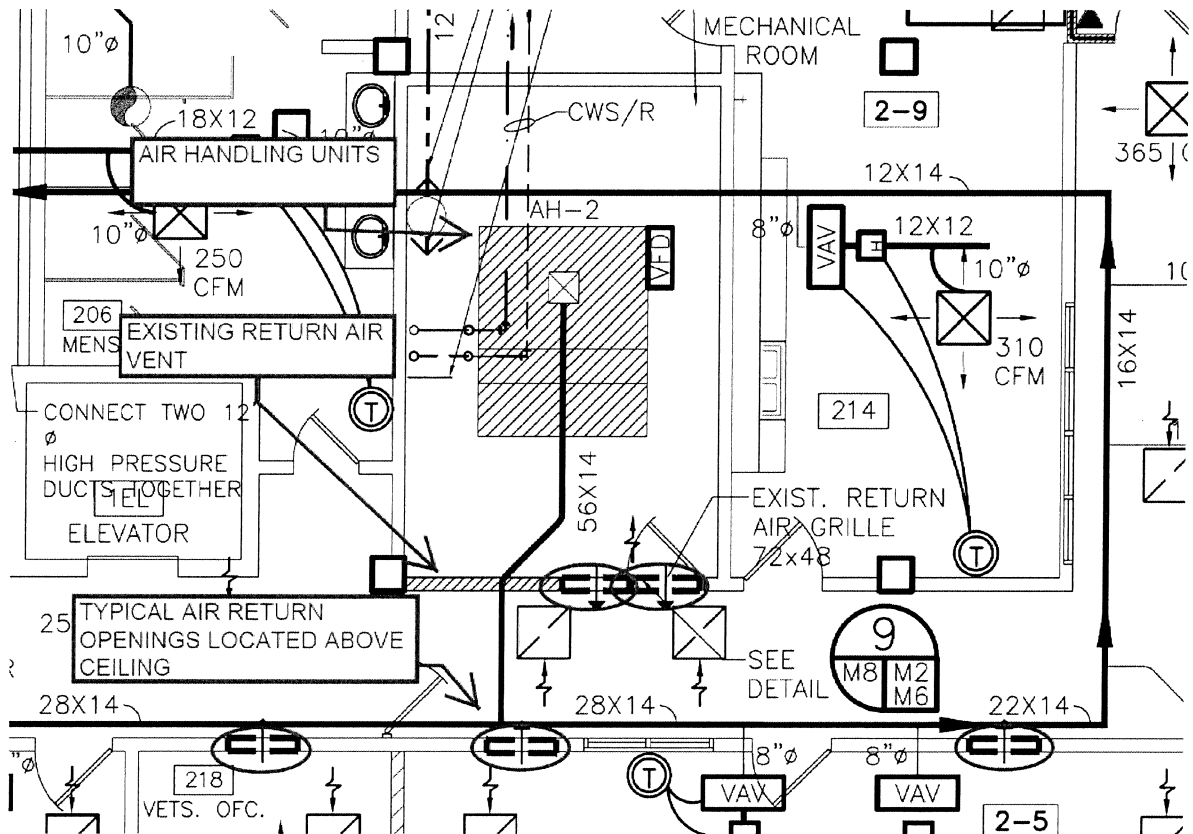
Subtotal of Costs of Materials + Equipment + Labor = \$	5,295.58
10% Overhead allowed on costs = \$	529.56
Subtotal of Costs + Overhead = \$	5,825.14
5% Profit allowed on Costs + Overhead = \$	291.26
Total for this change = \$	6,116.40

Additional Air Return Openings Above Ceiling

Overview

The air handling units (AHU) for the Towers Building are typically located within the mechanical room; adjacent to the central corridor on each floor. The AHU distributes air throughout the building by means of ductwork. The supply air then returns to the AHU by way of a return air plenum (plenum). Per design, the space between the acoustical ceiling and the floor deck above is utilized as a plenum. In some cases, it is necessary for the return air to travel through adjacent rooms before it can reach a given AHU. The return air travels from room to room by way of small openings cut through the walls above the ceiling. Reference 1 is a typical floor plan which shows some of these openings. The layout and location of the AHU depicted below is typical for all floors except for the first floor.

Reference 1



During the course of construction the City Mechanical Inspector questioned there being sufficient return air flow to allow for proper operation of the mechanical system. This issue was investigated by a registered engineer employed by Star Services and later determined to be a problem. Based on Star Services design calculations, it was determined that approximately 41 additional (200 Sq. Inch) openings were needed beyond that which is shown on the Takeover drawings.

The estimated cost to remedy the problem was initially discussed with the Design team and the Owner before a PCO was created. The initial response from the Owner suggested that the return air deficiency identified by the City Mechanical Inspector would not be an issue if NATCO had reinstalled the existing return air vents (one at each mechanical room) that were shown on the drawings to remain. This vent is labeled, "EXISTING RETURN AIR VENT" on Reference one, see page 1.

Both the Design team and the Owner further suggested that the insufficient quantity of return air openings resulted from a design error and should be corrected at no additional cost to the Owner. This position clearly acknowledges a design error but attempts to shift the burden onto the Contractor based solely on the assumption that Star Services, the mechanical subcontractor on this project, was responsible for the design, approval of design, and subsequent installation of the mechanical system. It should be noted that the mechanical drawings included within the Takeover agreement were stamped and provided by Dammon Engineering.

Installation of the additional openings would be required prior to receiving an overhead inspection from the City of Slidell and transitioning from the overhead phase of work to the installation of finishes. Landmark proceeded with the installation of the additional return air openings as necessary to prevent further delay to the project and based upon the Owner's position that they were not responsible for the design error.

Errors and Omissions

The existing grill referred to above was a 72" x 48" return air vent located in the south wall of Mechanical Room on floors two through six. Per the contract, these vents were scheduled to remain. However, it became necessary to remove the entire south wall of the mechanical room (along with the vents) to install the AHU on each floor. At the time of Landmark's arrival on site, the AHU's were in place and south wall of the mechanical room had been reconstructed. The existing vents were not reinstalled during this process.

It is our understanding that the re-installation of the vents would have violated code based on the intended design of the new mechanical system. Per the City Mechanical Inspector, the design must provide for smoke separation between the air plenum and the corridor. The vent, if re-installed, would eliminate this separation and was not acceptable to the City of Slidell.

We believe this to be a design error and would also expect to see the correct number of return air openings to be shown on the Takeover drawings. Furthermore, If NATCO had reinstalled the vents, there would have been additional costs associated with removing them and repairing the walls.

Based on these details, we believe that all costs associated with the installation of the additional vents should have been approved and paid for by the Owner. The costs and supporting documentation associated with this work is detailed within the attached documents.

**SECTION 01 26 50
FORMS FOR ITEMIZATION**

Form for Itemization Summary

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Name of General contractor: Landmark Corp.

Proposal Number: PCO#73	Date Itemized: 15-Feb-11	Page 1	of 2	pages
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Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Cut opening in wall between rooms for air return.	Star Service	4,169.18

Subtotal:	4,169.18
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See tab on Mark-ups	General Contractor mark-up on Subtotal: 15.00%	625.38
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Subtotal for General Contractor for work by subcontractors:	4,794.56
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Work by General Contractor	Costs and Allowances
Landmark Estimating Time	100.00

Subtotal (including Subcontractors and the General Contractor):	4,894.56
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Bond Premium:	2.0000 % =	97.89
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Total:	4,992.45
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Form for Itemization of Work

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
---------------------------------------	---

Work itemized below provided by: Additional Air Return Openings Above Ceiling

Proposal Number: PCO#73	Date Itemized: 15-Feb-11	Page 2 of 2 pages
--------------------------------	---------------------------------	---------------------------------

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Tools (Lump Sum)				0.00	1	Each	225.00	225.00				
Labor 3 men 3 days				0.00				0.00	72	Hrs	33.34	2,400.48
				0.00				0.00				0.00

Materials Subtotal	0.00		Labor Subtotal	2,400.48	
8.750 % Sales Tax =	0.00		41.0 % Mark-up =	984.20	
Materials Cost:	0.00	Equipment Cost:	225.00	Labor Cost:	3,384.68

Subtotal of Costs of Materials + Equipment + Labor = \$	3,609.68
10% Overhead allowed on costs = \$	360.97
Subtotal of Costs + Overhead = \$	3,970.64
5% Profit allowed on Costs + Overhead = \$	198.53
Total for this change = \$	4,169.18

Chiller Gates and Guardrail Revisions

Overview

The Designer provided written and graphic information in the drawings to construct the exterior stairs and related rails. No narrative or graphic description was provided for the gate in the Contract documents. The information that was provided for the guardrails was shown incorrectly. The steel subcontractor used this incorrect information to fabricate and install his work. As a result the handrails required extensive repair to comply with applicable codes.

Both the Owner and the Designer stated that this was not an increase to the scope of the work and Landmark would not be compensated. The deficiency was identified late in the project and required immediate correction to prevent any delays to the occupancy and use of the building. The completion of this work was in the best interest of all parties and was performed by Landmark based upon these facts and the verbal rejection provided by the Owner.

Errors and Omissions

Both the guardrails and the gate were constructed in accordance with the design details included within the Takeover Drawings. The design of both the guardrail and the rails along each side of the steps were shown on the drawings. The gate was not shown on the contract documents and its design was coordinated with the Fire Marshall.

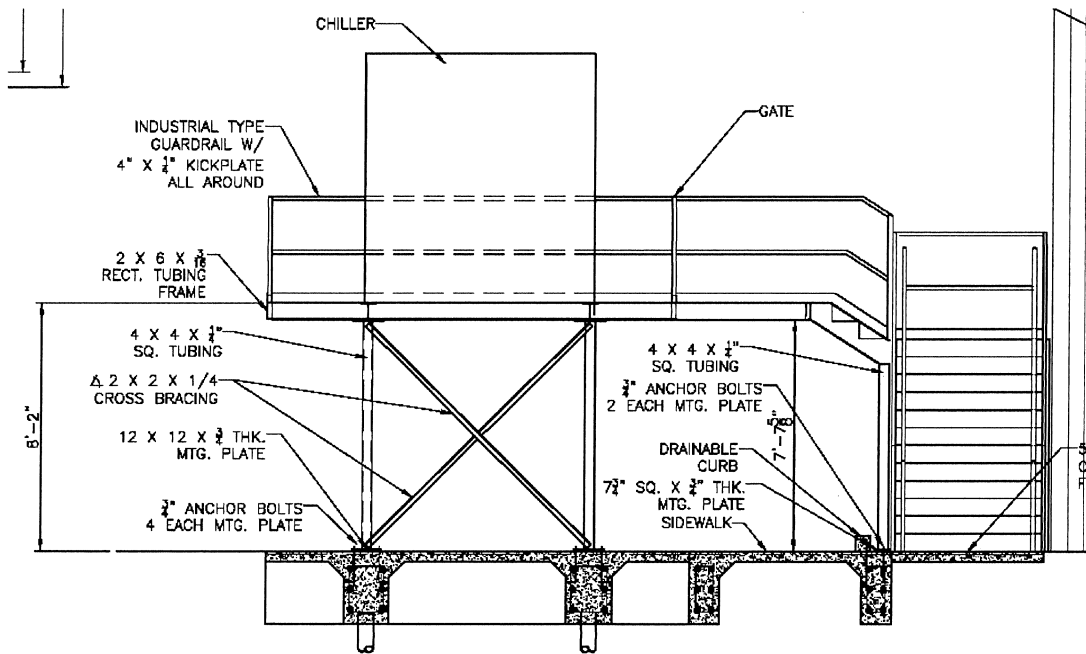
The local Fire Marshall in Slidell, LA has jurisdiction for review and approval of various aspects of the construction including life safety compliance, which includes some aspects of the construction of the exterior fire stairs. The local Fire Marshall identified noncompliant items in their Inspection Report performed on 1/20/11.

The Fire Marshall rejected the construction of the guardrails and gate on the grounds that their design did not meet Life Safety requirements.

Guardrails

The large scale detail SF/S2/S6 located on sheet S-9 shows the design of both the guardrail on the landing and the rails along the south side of the steps leading up to the gate. Note the guardrail design matches that of the Chiller platform. The design shown here is identical to that constructed, which was rejected by the Fire Marshall.

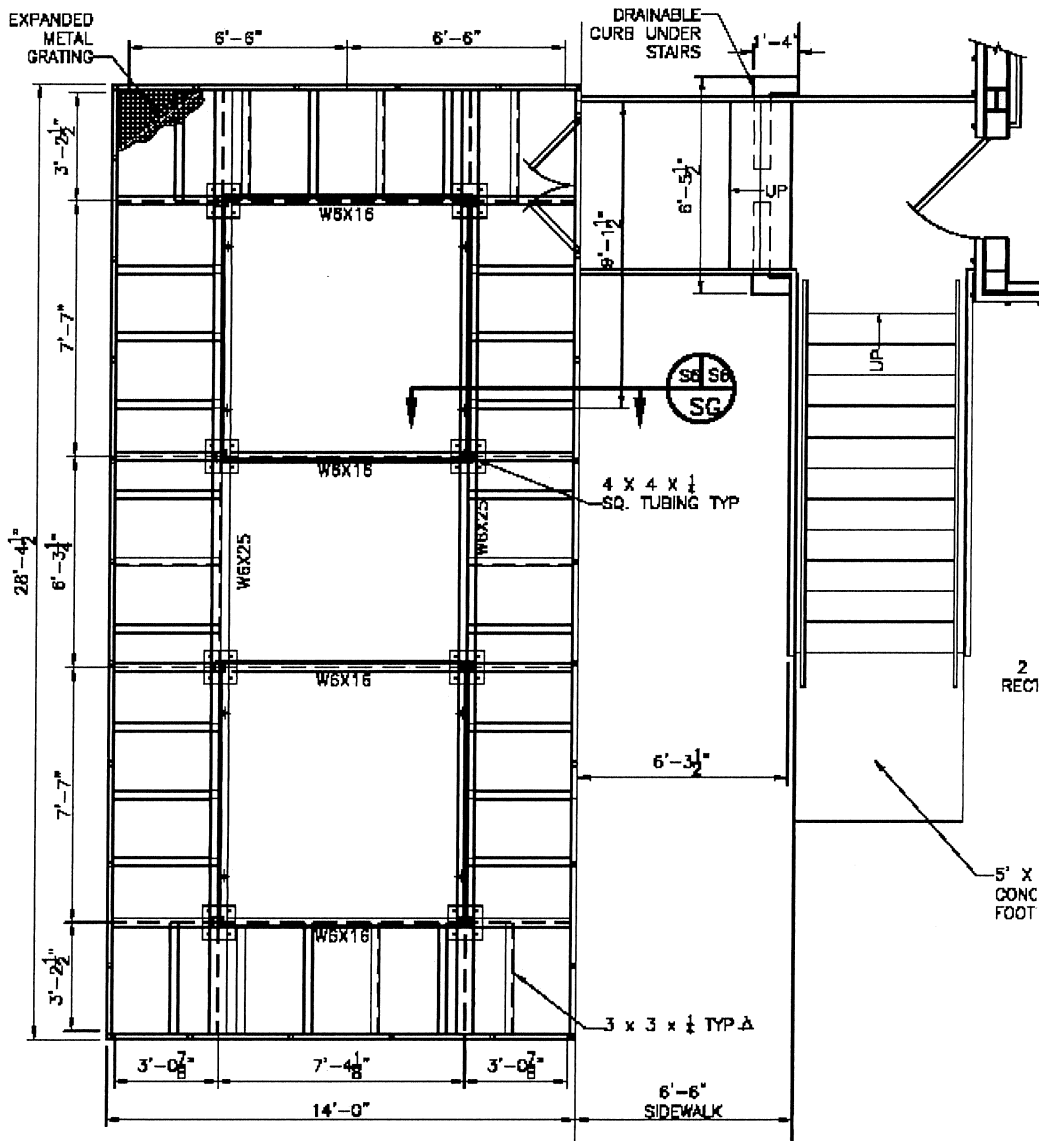
Landmark Reference 1



Chiller Platform Gate

The gate location is shown in the detail above, however there is no information shown on the drawings anywhere that would indicate that it was to be designed any differently than the rest of the guardrails that run along the entire perimeter of the chiller platform. The only other information provided that would describe the gate is the chiller plan that is shown below.

Landmark Reference 2





St. Tammany Fire Protection District #1 - Fire Prevention Bureau

1358 Corporate Square Slidell La.
70458
PO Box 1149

Phone: 985-646-4387 Fax: 985-646-4864

This inspection is intended for your safety and the safety of the citizens of Louisiana. Your cooperation is greatly appreciated.

STRUCTURE ID		SCHED. INSP. DATE	
OCCUPANCY	St. Tammany Parish Police Jury Admin	INSP. TYPE	Reinspection-Defeciency fc
ADDRESS	520 Old Spanish Trail		
CITY	Slidell	ACT INSPD. DATE	03/16/2011
STATE	LA	BEGIN TIME	1:58:25 pm
ZIP	70458	INSPECTOR	Kreppein,Erik
OCCUPANCY TYPE	Existing Business Occupancies	RESCH. DATE	

Code Location Description

7.2 Cooling tower Means of Egress Components.
Still need to provide intermediate spindles or other means of protection for outside gates on landing leading to cooling towers.

Open guards, other than approved, existing open guards, shall have intermediate rails or an ornamental pattern such that a sphere 4 in. (100 mm) in diameter is not able to pass through any opening up to a height of 34 in. (865 mm), and the following also shall apply

Capacity for meeting room on 5th floor set at 99 or less. Issued capacity sign to be posted.

Signature and Title of person whom requirements were explained.	Signature of the Inspector. <i>Erik Kreppein</i> Inspector	Time Out 3:30
<p>R.S. 40:1621 Whoever fails to comply with any order issued by the Fire Marshal or his authorized representative under any provision of Part III, Chapter 7, of Title 40 of the Louisiana Revised Statutes of 1950, R.S. 50:1569 expected, shall be fined not more than five hundred dollars or imprisoned, for not more than six months or both. Each day's violation of an order constitutes a seperate offense and may be punished at the discretion of the court.</p>		

**SECTION 01 26 50
FORMS FOR ITEMIZATION**

Form for Itemization Summary

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building		
Name of General contractor: Landmark Corp.			
Proposal Number: PCO#72	Date Itemized: 31-Jan-11	Page 1	of 2 pages
Work by Subcontractors	Name of Subcontractor	Costs and Allowances	
Materials & Labor to Modify Guardrails	CEI	3,326.21	
Subtotal:		3,326.21	
See tab on Mark-ups	General Contractor mark-up on Subtotal: 15.00%	498.93	
Subtotal for General Contractor for work by subcontractors:		3,825.14	
Work by General Contractor			
Landmark Estimating Time		100.00	
Subtotal (including Subcontractors and the General Contractor):		3,925.14	
Bond Premium:		2.0000 % =	78.50
		Total:	4,003.64

Form for Itemization of Work

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Work itemized below provided by: Chiller Gates an Guardrail Revisions

Proposal Number: PCO#72	Date Itemized: 31-Jan-11	Page 2 of 2 pages
--------------------------------	---------------------------------	---------------------------------

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Material	1	Each	180.00	280.00				0.00				0.00
Transport (lump sum)	1	Each	90.00	90.00				0.00				
Fabrication				0.00				0.00	20	Hrs	33.34	666.80
Installation				90.00				0.00	18	Hrs	33.34	600.12
Prime				0.00				0.00	1	hrs	33.34	33.34
Paint				0.00				0.00	2	Hrs	33.34	66.68
				0.00				0.00				0.00
Metal Grill for Gates	1	Each	40.00	40.00				0.00				0.00
Installation				0.00				0.00	8	Hrs	33.34	266.72
Misc. Materials	1	Each	30.00	30.00				0.00				0.00
				0.00				0.00				0.00

Materials Subtotal	530.00		Labor Subtotal	1,633.66	
8.750 % Sales Tax =	46.38		41.0 % Mark-up =	669.80	
Materials Cost:	576.38	Equipment Cost:	0.00	Labor Cost:	2,303.46

Subtotal of Costs of Materials + Equipment + Labor = \$	2,879.84
10% Overhead allowed on costs = \$	287.98
Subtotal of Costs + Overhead = \$	3,167.82
5% Profit allowed on Costs + Overhead = \$	158.39
Total for this change = \$	3,326.21

RFP#26 – Misplaced Corridor Walls

Overview

RFP #26 was issued by Dammon requesting a credit for the costs associated with the relocation of certain walls on the 5th floor. The RFP reads as follows and is attached hereto:

Proposal Requested for the Following Change(s):

It is apparent that NATCO misplaced walls on the fifth floor. This error will affect almost all trades. The Parish may be willing to accept the misplaced walls, and all related construction in this area "as is" when finished.

However, the Parish is asking for a credit to be given in the amount that it would cost to remove and re-install the walls, and all related work, per plans. This credit will be used to complete other needed work on the project.

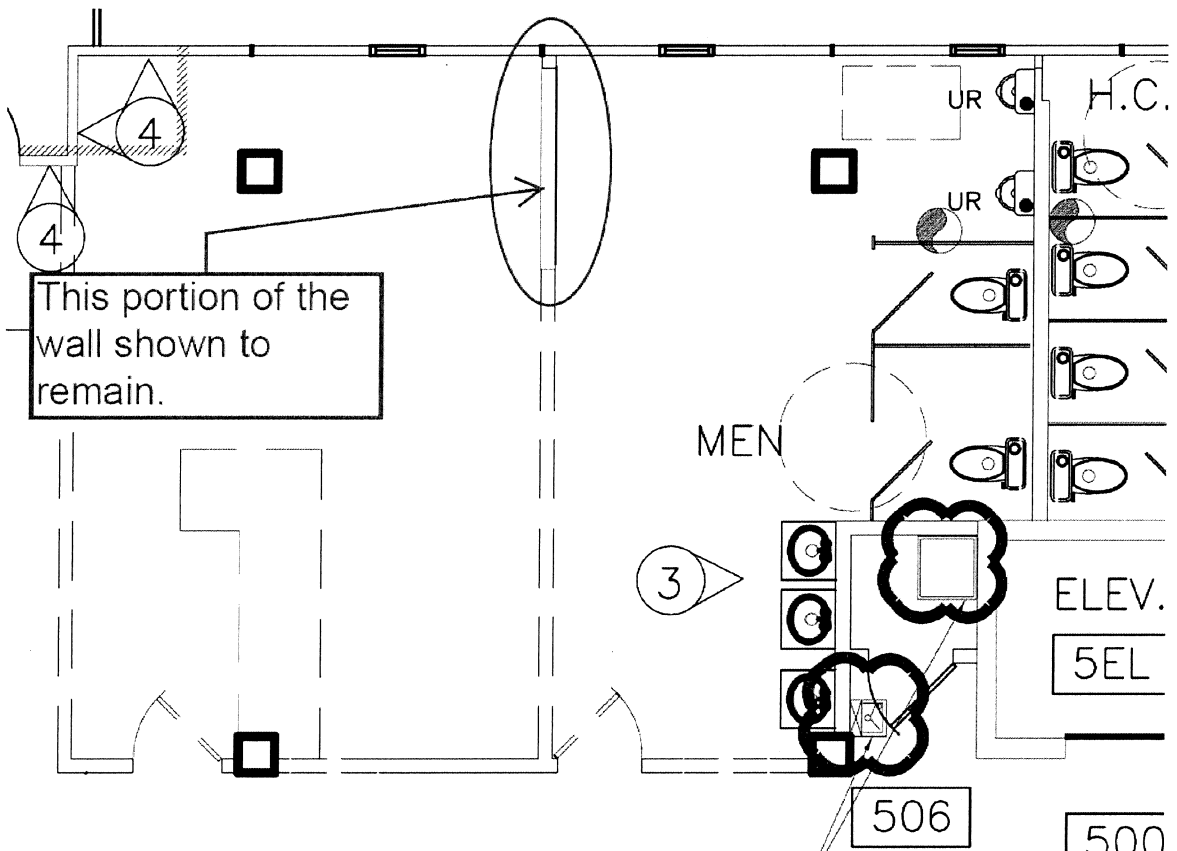
Errors and Omissions

The RFP appears to have been issued based upon the assumption that all other dimensions on the fifth floor are correct and without consideration for the impact that this change would have on size and design intent of adjacent rooms. Assuming RFP 26 to be accurate, the walls would be located approximately 4'-10" West of their design location. An error of this magnitude, which is and always has been clearly visible for inspection, would appear to reflect an intentional change. With this in mind, the as-built location of the walls were reviewed and compared with Contract Drawings in an attempt to determine the cause of the discrepancy. The following issues were found:

1. There is a common wall located between the COC Break Room and the Men's Restroom which is shown to remain (see Landmark Reference 1). This existing wall is located approximately 4' west (left) of the location shown on the drawings. The as-built location of the disputed walls appear to have taken the actual location of this existing wall into consideration; allowing both the COC Break Room and COC Storage to meet the design intent.

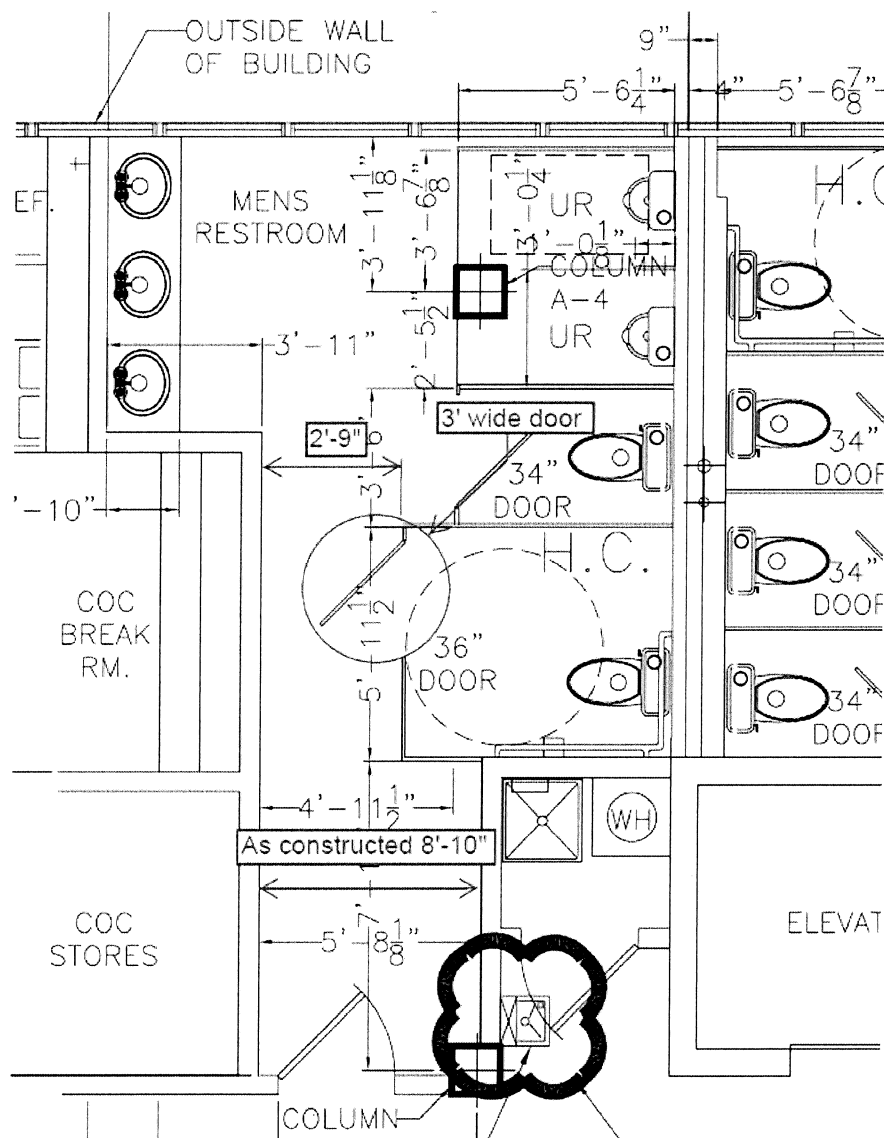
Constructing the disputed walls as shown on the drawings would reduce both the COC Break and Storage Rooms by approximately 64 sf each and would have been inconsistent with the design drawings.

Landmark Reference 1 – Existing condition in error.



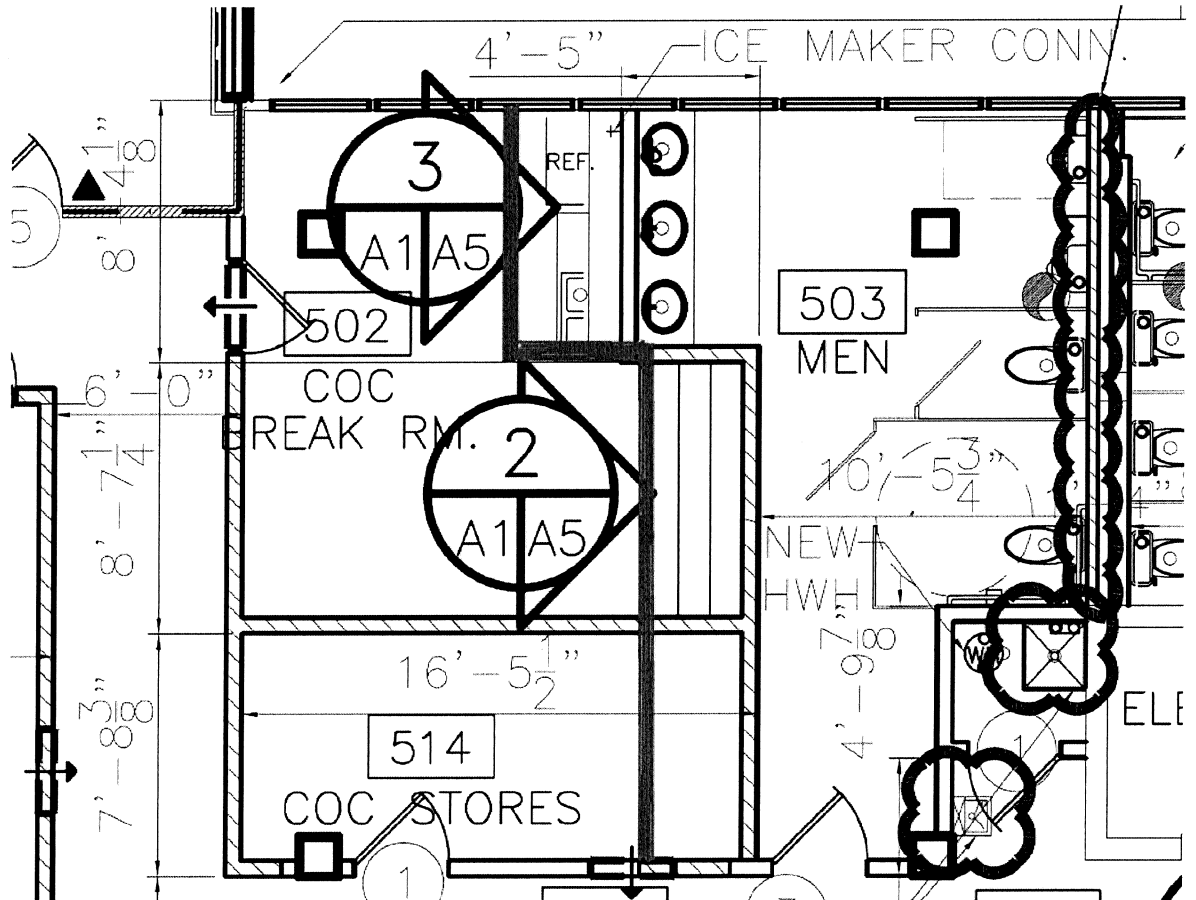
- The following detail was taken from sheet A.21 (Detail 6/A5/A2.1). Based on the design drawings, the handicapped stall door would not open all the way with design dimensions. The aisle way between the handicapped stall and the west wall would have been approximately 2'-9" wide. The aisle widths in the other bathrooms typically are about 5'-8". The as-built dimension at this location is 8'-10", providing approximately 3'-2" more clearance than is shown on the design drawing. The adjustment of this walls location provides for functionality within the restroom and supports the need to shift the disputed walls to the west of their design location.

Landmark Reference 2 – Toilet room not useable.



See below the actual location of the common wall between the Toilet Room 503 and Rooms 502 and 514.

Landmark Reference 3 – Red line shows the location of where the wall was actually located. Note the how it infringes on the space that was to be provided for these three rooms.



Dammon Engineering Inc.

1095 Florida Ave.
Slidell, LA 70458
(985) 649-5832
Fax: (985) 641-5950

TO: <u>Landmark</u>	Project: <u>Request for Proposal</u>	Date: <u>8/27/2010</u>
	<u>St. Tammany Parish Admin.</u>	
	<u>Slidell, LA</u>	RFP#: <u>26</u>

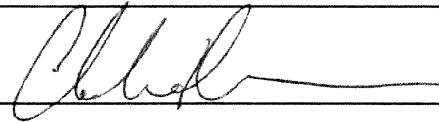
RECEIVED BY (signature): _____

Proposal Requested for the Following Change(s):

It is apparent that NATCO misplaced walls on the fifth floor. This error will affect almost all trades. The Parish may be willing to accept the misplaced walls, and all related construction in this area "as is" when finished. However, the Parish is asking for a credit to be given in the amount that it would cost to remove and re-install the walls, and all related work, per plans. This credit will be used to complete other needed work on the project.

Chuck Dammon
(Print Name)

Signature: _____



Title: Vice President

<u>Suggestions:</u>

Reply: _____

<u>Estimated Schedule Impact (if known)</u>	<u>Days:</u>

Proposed Fee for Change: \$ _____

Alternate Price (if applicable): \$ _____

Reply by: _____ Signature: _____
(Print Name)

**SECTION 01 26 50
FORMS FOR ITEMIZATION**

Form for Itemization Summary

Project Number: 319-06-01-2	Project Name: St. Tammany Parish Towers Administration Building
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Name of General contractor: Landmark Corp.

Proposal Number: RFP 26	Date Itemized: 1-Feb-11	Page 1 of 1 pages
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Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Demolition, Gypsum Partitions, Ac. Clgs, Painting	Crescent City Construction	8,700.00
Remove/Reinstall Aluminum Entry Doors	New Orleans Glass	297.49
Mechanical	Star Services	1,842.00
Electrical	Dad's Electric	775.00
Fire Sprinkler	American Sprinkler	825.00
Fire Alarm System	Advantage Fire Specialists	870.00

Subtotal:	13,309.49
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See tab on Mark-ups	General Contractor mark-up on Subtotal: 15.00%	1,996.42
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Subtotal for General Contractor for work by subcontractors:	15,305.91
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Work by General Contractor	
Landmark Estimating Time	434.00
Supervision, Protection of adjacent finishes, Cleaning, & Coordination	3,902.00

Subtotal (including Subcontractors and the General Contractor):	19,641.91
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Bond Premium: 2.0000 % =	392.84
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Total:	20,034.75
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