ST. TAMMANY PARISH PUBLIC SCHOOLS

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Superintendent

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Assistant Superintendent

Kimberly B. Gardner
Assistant Superintendent

Mary Hart
Assistant Superintendent

Melissa Langlois, Ed.D.
Assistant Superintendent

District	Board Members
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6	Amanda R. Martin, Vice President
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3	Adaline V. Rutherford
4	Kalinda Fauntleroy
5	Brandon Harrell
7	Isabelle Moore
8	Mike Peterson, Ph.D.
9	Gia R. Baker
10	Deborah McCollum
11	Tammy W. Lamy
12	Michelle Hirstius
14	Dennis S. Cousin
15	Michelle Ruffino Gallaher

August 7, 2024

RE: ADDENDUM No. 1 - Request for Qualifications – Small Projects Professional Services

ADDENDUM NO. 1

ITEM NO. 1: CLARIFICATION:

The St. Tammany Parish School Board Procedure Manual for Design and Construction (2019 Edition) is attached. Please add to the professional services agreement that was included in your RFQ packet.

END OF ADDENDUM NO. 1

ST. TAMMANY PARISH SCHOOL BOARD
CAPITAL IMPROVEMENT PROJECTS
PROCEDURE MANUAL
FOR DESIGN AND CONSTRUCTION

2019 Edition

ARTICLE 1. CONDITIONS OF THE CONTRACT

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ARTICLE 1

CONDITIONS OF THE CONTRACT

1.1 The St. Tammany Parish School Board Capital Improvement Projects Procedure Manual for Design and Construction, 2019 Edition, herein referred to as the "Procedure Manual" or the "Manual" and any amendments thereto, as published by the St. Tammany Parish School Board, shall be a part and condition of the Contract Between Owner and Designer, herein referred to as the "Contract".

ARTICLE 2

DEFINITIONS

2.1 *The Owner* is the St. Tammany Parish School Board, the responsibilities of which shall be exercised by the St. Tammany Parish School Board Superintendent or the designated representative of the St. Tammany Parish School Board Superintendent.

2.2 *The Designer* is a person or entity, considered the prime professional or professional of record with whom the Owner is contracting for services, professionally qualified and licensed to practice Architecture, Engineering, or Landscape Architecture in accordance with the laws of the State of Louisiana, who is to perform services for the Project, as named in the Contract.

2.3 *Consultants* are individuals or organizations engaged by the Owner or the Designer to provide professional consultant services complementing or supplementing the Designer's Services. As applicable, Consultants shall be licensed to practice in accordance with laws of the State of Louisiana. The Designer shall engage or furnish as part of the Designer's Services the services of Consultants which are deemed necessary by the Designer for the project. Normal Consultants are architects, landscape architects, civil, structural, mechanical and electrical engineers, and others required to provide the services required or implied by the scope of the project, compensation for which is included in Designer's basic fee. Special Consultants are those, other than the above, which the Owner may approve, to perform special services and for which compensation will be in accordance with Article 5.4.

2.4 *The Project* is a Capital Outlay Project for which funds have been appropriated or other public government project for which funds are available.

2.5 *The Estimated Costs for Construction (ECC)* is the amount estimated and initially budgeted by the School System Administration for construction of the Project by the Contractor.

2.6 *Probable Construction Costs* is the cost of the construction contract as estimated by the Designer prior to bid.

ARTICLE 3

OWNER RESPONSIBILITIES

3.1 The Owner's designated representative shall be the St. Tammany Parish School Board Superintendent or the designated Construction Supervisor for the Project.

3.2 After the Contract is signed by the Owner, the Owner may schedule and hold a Pre-Design Conference at the St. Tammany Parish School Board or at a location designated by the Owner. This conference, if scheduled, shall be attended by the Designer and a representative of the Owner.

3.2.1 The purpose of this conference is to initiate a general review and discussion of the Project, including, but not limited to adopting or confirming the following that may have been established in the Request for Qualifications on the project:

1) The Preliminary Program defining (a) the type of usage, number and sizes of spaces required, (b) adjacency considerations, (c) the type and number of people using the facility and (d) the activities to be held in the facility;

2) The location of the facility, and relevant site information;

3) The *Estimated Costs for Construction* and the Designer's Fee;

4) The Time Schedule outlining anticipated completion dates of designated phases as described in Article 7 and the anticipated period of construction. The Time Schedule for planning phases shall commence at a time set by the Owner and shall continue until delivery of all construction documents to the Owner sufficiently complete, coordinated and ready to bid. Documents will be "sufficiently complete, coordinated and ready for bid" only if the advertisement for bid can be issued with no further revisions to the Documents except minor corrections and/or additions that can be made by addendum. Corrections and/or additions that require reissuing drawings must be approved by the Superintendent or Construction Supervisor.

ARTICLE 4

CONSTRUCTION BUDGET

4.1 The Construction Budget is the Estimated Costs for Construction of the Project as fixed by the Owner and stated in the Contract between Owner and Designer.

4.2 The Designer shall be responsible for designing the project so that the base bid does not exceed the Estimated Costs for Construction. The use of any alternate bids must be approved by the Owner.

4.3 At the close of the Program/Schematic Design Phase, as stated in Article 7, the Designer shall determine whether the Estimated Costs for Construction are realistic for the project when compared with the Completed Program. At this point, or at any other submissions of Probable Construction Costs by the Designer, if such Probable Construction Costs is in excess of Estimated Costs for Construction, the Owner shall have the option to:

1) To collaborate with the Designer to revise the program so that it will be within the funds available for construction; such program revisions shall be done without additional compensation to the Designer, except as provided in Article 7.3.4:

2) Provide additional funds to increase the ECC; or

3) Abandon or suspend the project.

4.4 When the lowest bona fide Base Bid exceeds the Probable Construction Costs, the Owner shall have the option to have the Designer, without additional compensation, modify the Construction Documents as required in order to rebid the project to be within the amount of the Estimated Costs for Construction, (2) provide additional funds to award the Construction Contract, or (3) abandon the project.

4.4.1 The lowest bona fide Base Bid is defined as the lowest Base Bid submitted by a licensed Contractor, and not withdrawn in accordance with law and which complies with the bidding requirements of the Contract Documents.

ARTICLE 5

COMPENSATION

Compensation to be paid to the Designer for services and reimbursable expenses shall be as follows.

5.1 The fee for Basic Services, as described in Article 7 hereinafter, shall be calculated as the product of the fee percentage, and the amount of Estimated Costs for Construction[1].

5.1.1 For purposes of the calculation of the compensation and the fee percentage in this Article 5 of the St. Tammany Parish School Board Capital Improvement Projects Procedure Manual for Design and Construction, the Estimated Cost for Construction is equivalent to the "Available Funds for Construction (AFC)" set out in the fee formulas below. **The fee percentage shall be the average of the 1975 State of Louisiana fee formula and the 2007 State of Louisiana fee formula where**:

[1] For purposes of the calculation of the Compensation in this Article 5 and the fee percentage, the Estimated Cost for Construction is equivalent to the "Available Funds for Construction (AFC)" set out in the fee formulas below.

1975 LOUISIANA STATE FEE FORMULA

FEE PERCENTAGE = $\frac{42.75}{\text{Log}}$

FEE = FEE PERCENTAGE (AFC)

2007 LOUISIANA STATE FEE FORMULA

FEE PERCENTAGE = $\frac{46.10}{\text{Log (1975 BCI/2006 BCI))}}$

FEE = FEE PERCENTAGE (1975 BCI/2006 BCI)(2006 CPI/1975 CPI))

Where "BCI" = Building Cost Index as published by Engineering News Record in December, 2006 and "CPI" = Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics in December, 2006.

5.2 Fees/Compensation:

5.2.1 Fees for Designer Services, except as otherwise agreed by the Owner, shall be calculated by multiplying the standard Designer's Fee Percentage times the project Estimated Costs for Construction as set out in the Contract and shall be adjusted after bidding to reflect the construction contract amount awarded by the Board as outlined below, unless the interests on a particular project are best served by negotiating different terms.

5.1.2 No adjustment if the contract award meets or exceeds 90% of the ECC but does not exceed by 10% the ECC; and

5.1.3 Fees adjusted otherwise as agreed by the Owner taking into consideration the interests of all parties.

5.2.2 The fee formula for Designer Services may be adjusted by multiplying the standard Designer's Fee Percentage by a Difficulty Multiplier between 0.65 and 1.25. The Difficulty Multiplier shall be set by the Lead Supervisor of Construction and approved by the Superintendent.

5.2.2.1 Difficulty multipliers may be used to reflect situations where the Designer may reasonably be paid a lower or higher fee due to unusual circumstances.

5.2.2.2 Simple (as low as .65 of basic compensation), to be determined by Owner - projects generally of utilitarian character without complication or detail. Buildings with a high degree of repetition may be included in this classification. Considerations include but are not limited to: whether a project requires

consultants, whether the Designer has already worked on the same building and already has the building plans drawn or if a building design is being reutilized. Roofing projects will typically fall into this category.

5.2.2.3 Average (1.00 of basic compensation), to be determined by Owner - projects of conventional character requiring normal attention to design and detail, including complete mechanical and electrical systems.

5.2.2.4 Complex/Renovation (up to 1.25 of basic compensation), to be determined by Owner - projects of special character and/or function requiring an above average level of skill in design and containing more than ordinary requirements of scientific, mechanical and electrical equipment or Renovation projects to include verifying existing conditions, utilizing consultant not considered normal to a typical project and/or other such factors typical in the renovation of existing buildings.

5.3 Fees for Designer Services for projects funded from external revenue sources may vary from the above fee calculations if so required by the external funding source.

5.4 Payment to the Designer for Additional Services, defined in Article 7.3 and as outlined in Article 5.8, shall be as follows:

A Principal or Officer of the firm.....$125.00/hour

Design Architect or Engineer.....$85.00/hour

Other Employees' time at the payroll salary times a multiple of two (2)

5.5 Routine change orders which involve a small amount of effort will not involve extra compensation. Before the Designer prepares or addresses change order documents or other claims for which Designer asserts an entitlement to extra compensation due to the extra effort involved, Designer shall notify the Owner of the anticipated amount of additional compensation due and should secure Owner's written approval to proceed with the addressing the change order documents or claims. When final payment is made to the Designer, all such change orders or claims will be reviewed by the Owner and the Designer's contract may be amended to reflect extra compensation for the change orders or claims which the Owner has determined merit additional fee. The fee will be computed by increasing the construction contract amount by the amount of change orders that qualify for additional fee as described above and recalculating the fee or as otherwise agreed in writing by the Owner. Designer shall not delay preparation of a change order or review of claims due to any disagreement over additional fee.

5.5.1 Designer shall prepare change orders caused by errors or omissions of the Designer without additional compensation.

1) The Designer shall be financially responsible for costs that result from errors and/or omissions that exceed an acceptable level pursuant to the standard of care as described in Article 7.1. The Owner shall participate in the cost of

omissions to the extent of the value received by the Owner.

Errors are changes to the work caused by the Designer for which the Contractor is entitled to payment but for which the Owner receives no value. Typically, these involve work that has been constructed and must be demolished and/or replaced.

Omissions are changes to the work caused by the Designer for which the Contractor is entitled to payment for which the Owner receives value. Typically, these involve work that must be added to contract with little or no change to the work that has been constructed.

5.5.2 Preparation of documents required for change orders for any cause should not be started without Owner's prior approval.

5.6 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Designer, his employees or his professional consultants in the interest of the project as directed and authorized by the Owner in writing prior to their incurrence.

5.7 The Designer shall pay for the cost of printing Construction Documents for the Designer's Use, the Designer's Consultant's use, the Owner's use and for regulatory agencies' approvals. The Owner will reimburse the Designer the cost of printing and distribution of all other sets of Construction Documents, over and above the amount of the deposits on same retained by the Designer.

This will include necessary sets for the Contractor to construct the project. If the Designer proposes and the Owner agrees to an alternative form of document distribution, such as an electronic format, the Designer will be reimbursed the direct cost of this method in lieu of the reimbursement described above.

5.8 Designer will be paid for prolonged or additional contract administration and observation of construction should the contract time, as may be extended, be exceeded due to no fault of the Designer only when approved or acknowledged in writing by the Owner prior to incurrence of any additional fees or costs for prolonged contract administration and observation of construction.

5.9 Liquidated Damages: When the Designer exceeds the established time schedule, as described in Article 3.2.1, including any extensions of time approved by the Owner, then the amount of the fee may, as liquidated damages, be reduced by an amount as agreed by the Owner and Designer, for each working day past the original or extended date that the Designer has not delivered all Construction Documents to the Owner sufficiently complete, coordinated and ready to bid. Completeness will be determined by the Owner.

ARTICLE 6

PAYMENTS TO THE DESIGNER

6.1 Payments on account of Designer's Services shall be made as follows:

6.1.1 Basic Services

1) Upon satisfactory completion of all Basic Services for each phase as described in Article 7, submission of all documents to the Owner and User and upon the Owner's and User's approval of same, which approval shall not be arbitrarily withheld, payment for the following phases of the Designer's services will be made in one lump sum (with the exception of the Construction Documents Phase as described below in 6.1.2); such payments shall be up to the following percentages of the Designer's fixed fee, either interim or final, applicable, which percentages are cumulative:

	Phase %	Cumulative %
Program/Schematic Design Phase	10%	10%
Design Development Phase	15%	25%
Construction Documents Phase	30%	55%
Bidding and Contract Phase	5%	60%
Construction Phase	35%	95%
Construction Close Out Phase	4%	99%
One Year Warranty Inspection	1%	100%
Total:	100%	100%

2) Monthly in proportion to the Contractor's Certificate for Payment for the following phase: Construction Phase 95%

3) Upon satisfactory completion and furnishing required documents to the Owner for the following phase: Construction Close-Out Phase 99%

6.1.2 A partial payment for the Construction Documents Phase may be made when the Designer has completed 100 percent of the Construction Documents and has submitted these to the Owner and the other required statutory agencies and the Owner determines by inventory check and conformity with Article 7 that all required documents have been submitted, and are sufficiently complete, coordinated and ready to bid, then the Designer shall be entitled to a payment of 70 percent of the fee for the Construction Documents Phase. The balance of the fee for this phase will be due upon completion of review by Owner and User, when corrections have been made, and when the project is approved for bidding. For projects with an AFC over $10 million, interim payments up to 50 percent of the fee for the Construction Documents Phase may be made by agreement between the Owner and the Designer.

6.1.3 If any phase or phase payment is delayed through no fault of the Designer, the Owner and Designer may negotiate a partial payment.

6.1.4 The Designer shall promptly pay consultants. By signing the Professional Design Services Invoice, the Designer agrees that all consultants will be promptly paid those amounts due them out of the amount paid to the Designer within thirty (30) days. Upon receipt of reasonable evidence of the Designer's failure to pay consultants' amounts due them, the Owner may withhold all or part of the Designer's payment until he is satisfied that any amounts owed have been paid or otherwise settled. Upon request by Owner, Designer shall provide to Owner any consultant contracts and any consultant invoices.

6.2 Payments on account of Designer's Additional Services and for Reimbursable Expenses that have been approved by the Owner in writing will be made on submission of Designer's invoices with supporting data, subject to their approval by Owner and issuance of an amendment to the Contract covering such services if deemed necessary by the Owner.

6.3 Payments to the Designer on Termination, Abandonment or Suspension shall be made in accordance with Articles 9 and 10, hereinafter.

ARTICLE 7

DESIGNER'S SERVICES

7.1 Basic Services. The Designer's Basic Services consist of the phases described below and include the normal Services of the Designer, normal complementary or supplementary Services of Designer's Consultants, work performed with consultants hired by the Owner or as otherwise directed by the Owner and any other services included in the Contract. Review

Documents of each phase shall be submitted to the Owner for its approval. In addition, for the Construction Documents Phase, Review Documents shall be submitted to regulatory agencies designated by the Owner or required by law, including without limitation the State Fire Marshal, and any other local, state or federal agencies or authorities for their approvals. Designer shall secure the necessary approval(s) from agencies and authorities, and will make any presentation to agencies, authorities or others, and will change the Construction Document as necessary for project approval. Designer should not proceed to any subsequent phase until the requisite written approvals are received and submitted to the Owner and until authorized by the Owner to so proceed. All statements of Probable Construction Costs shall be adjusted prior to the bidding of the project.

The Designer shall be responsible for compliance with all applicable codes. All items not specifically covered by codes shall be designed in accordance with the standards established by accepted professional groups or by industry standard for that specific item of work.

The Designer shall be responsible, to a reasonable standard of care, for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications

and other services furnished under this contract. The Designer shall, without additional compensation, correct or revise any errors or deficiencies in the design drawings, specifications, and other services. The Designer, in performing duties and responsibilities, shall ensure compliance with the Louisiana Public Bid Law and regulations and Louisiana Ethics laws and regulations.

The Designer shall be responsible for and provide services in connection with any public hearing or meeting concerning the project.

Designer and his principal consultants shall meet with the Owner at a place designated by the Owner during each phase of the Project and when requested by the Owner and make modifications to the design of the Project as requested by the Owner, as part of the Designer's performance of its of obligations under the Contract or Agreement between the Owner and the Designer.

7.1.1 Program and Schematic Design Phase

1) After the initial pre-design conference, the Designer shall meet and work with the Owner to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the Owner.

2) The Designer shall determine whether the Available Funds for Construction are realistic for the project when compared with the completed program, as described in Article 4.3.

3) The Completed Program shall be submitted to the Owner for their written approval and thereafter only the Owner shall have authority to alter the Program. Any authorization by the Owner to alter the Completed Program shall be in writing.

4) The Designer shall, unless otherwise provided by the Owner, as part of this Contract, provide information for scope and procurement of all geotechnical investigations, topographic surveys and other site related information necessary for the design of the project. Work performed under this subsection shall be coordinated with the Owner representative. The Designer, unless otherwise handled by the Owner, shall obtain proposals from the Owner's approved list of registered land surveyors and geotechnical engineers when required for the Project and recommend to the Owner for its approval.

5) The Designer shall finalize the Time Schedule as described in Article 3.2.1, for the Owner's approval.

6) Based on the Owner's approval of a Completed Program, Site Location and Time Schedule, Schematic Design Documents in such format and detail as required by the Owner, consisting of drawings, outline specifications and other documents illustrating the general scope, scale and relationship of the Project components for the approval of the Owner, the Designer shall

submit to the Owner a Statement of Probable Construction Costs based on current area, volume or other unit costs method for assessment by Owner in comparison to ECC and potential revision of the ECC or Program. Adjustment to the scope of the work to fall with Owner's initial ECC, if requested by Owner shall be done by Architect as part of basic services.

7.1.2 Design Development Phase

1) Based on the Owner's written approval of the Schematic Design Documents and any adjustments authorized in writing by the Owner in the Program or the Available Funds for Construction, the Designer shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, expanded outline specifications based on the Construction Specifications Institute (CSI) format, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required.

2) The Designer shall submit to the Owner a Statement of Probable Construction Costs based on the current version of the Construction Specifications Institute format. This shall have back-up material and data in such format and detail as required by the Owner to support each of the Divisions.

3) A preliminary Energy Conservation Analysis for the Project shall be prepared by the Designer and submitted to the Owner for review and approval.

4) The Owner must approve, in writing, the documents prepared by the Designer prior to the Designer commencing the Construction Documents Phase

7.1.3 Construction Documents Phase

1) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Available Funds for Construction, authorized in writing by the Owner, the Designer shall prepare for written approval by the Owner, and other State or local Regulatory agencies, persons or bodies as required by law, the following documents bearing the Designer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project including but not limited to:

(a) Working Drawings, Dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical and electrical work in the project.

(b) Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the Construction Specifications Institute format. State law prohibits the Designer from closing

specifications on any item in the specification except as provided for in R.S. 38:2290-2296 and in R.S. 38:2290. A. Any reason for closing specifications as provided for by law shall be brought to the attention of the Owner in writing for review.

(c) Bidding and Construction Contract Forms - the Owner will furnish to the Designer requirements that the Designer must include in his Documents on the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Contract Between Owner and Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the Owner. The Designer shall consult with the Owner to determine if a Prevailing Wage Determination from the Secretary of Labor should be included in the Documents and obtain one if necessary. The Designer shall also determine if other local, state or federal laws, rules or regulations apply and shall insure compliance with any such laws, rules or regulations. Designer shall not alter any Owner furnished documents without written approval of Owner.

(d) All documents shall be complete and coordinated. The Designer is responsible for coordination of all documents and all disciplines. The Designer is responsible for coordination between all named products and performance criteria.

2) The Designer shall submit to the Owner an updated Statement of Probable Construction Costs based of the Construction Specifications Institute format with back-up material as described in 7.1.3 above.

3) The Designer shall update and verify the Energy Conservation Analysis prepared in the Design Development Phase.

4) The Designer shall submit one bound copy of all design calculations on the Project for the Owner's files and also provide any information digitally.

7.1.4 Bidding and Contract Phase

1) Upon receipt of written approval from the Owner and other State or local regulatory agencies, persons or bodies, receipt of corrected and completed Construction Documents, and approval of the latest Statement of Probable Construction Costs, the Owner may advertise the Project for bids and shall be assisted by the Designer in obtaining bids. It is the Designer's responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award. This section shall not preclude the Owner from moving forward with the Project while awaiting approvals from regulatory agencies, persons or bodies.

2) The Designer shall be responsible for the furnishing and distribution of copies of Construction Documents to (1) all Contractors licensed in

accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids and allowed by law, (2) to recognized construction trade organizations maintaining plan rooms as directed by the Owner, and to trade journals acceptable to the Owner (3) to State and local agencies and regulatory authorities, person or bodies as required by law or directed by the Owner. Designers shall also recommend alternative methods of document distribution for approval by the Owner if those methods are required by law. Alternative methods must:

a) Provide equal or better access by potential bidders than the conventional method described in the Instructions to Bidders or that is required by law. For exclusively electronic plan distribution, prospective plan holders must be able to download files in a reasonable time and print paper copies, or have them printed, at a reasonable cost.

b) Comply with all provisions of Public Bid Law.

3) The Designer shall be responsible for evaluating requests for substitution of materials, products and equipment required by applicable law, and to make revisions to drawings and specifications resulting from any such approved substitution.

4) The Designer shall prepare and issue any addendum timely and in accordance with law as required to modify or clarify the Bid Documents. An addendum shall be drafted for Owner review and approval twenty-four hours prior to the deadline for issuance of any addendum such that the Bid opening date will not be required to be extended

5) The Designer shall arrange, prepare for and conduct a pre-bid conference in accordance with the Bid Documents if requested by the Owner.

6) The Designer should be present for the opening of bids by the Owner and shall assist the Owner in preparation of the bid tabulation. Designer should provide Owner with an updated list of known Contractors bidding the project prior to the opening of bids for use in preparation of the tabulation form.

7) After receipt of bids, the Designer shall analyze the bids, consult with the Owner and make written recommendation to the Owner.

8) All Contract Documents shall be updated by the Designer to incorporate into the original bid documents (not by reference) all addenda items into the bid documents. These must be distributed in hard copy and electronically to the Owner and Contractor after the award of the Contract but prior to the issuance to the Contractor of a Notice to Proceed at the Designer's expense, unless another date is otherwise agreed to in writing by the Owner. If required by the entity issuing the building permit or other permit, documents will be updated as required to show scope of work being permitted.

7.1.5 Construction Phase

1) The Designer shall provide administration of the Construction Contract as set forth herein and in the Construction Documents.

2) The Designer, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer. The Designer shall have authority to act on behalf of the Owner to the extent provided herein or as provided for in the Contract Documents unless otherwise modified in writing.

3) After the execution of the Construction Contract the Owner will notify the Architect to issue a Notice to Proceed to the Contractor and to arrange for and conduct a pre-construction conference.

4) The Designer and his principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. Such visits by the Designer shall **not be less** than once per week when the work is in progress.

The Designer's principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work related to their disciplines and to determine if that work is proceeding in accordance with the contract documents. Such visits by the principal consultants should not be less than once per week while the primary scope of their work is being performed. The Designer shall **not** assume the role of his principal consultants in making site visits. In addition, project visits by both the Designer and his principal consultants shall be made at key points in the construction process. The Designer and his principal consultants shall attend all project progress meetings, unless their presence is not necessary or essential to the meeting or to the continued progress of the project at that particular time.

On the basis of the Designer's and principal consultant's on-site observations, Designer shall endeavor to guard the Owner against defects and deficiencies in the Work of the contractors. A written report of each visit to the project shall be prepared by the Designer and each of his principal consultants and shall be transmitted to the Owner and Contractor within a reasonable time which should be within approximately seven (7) calendar days after each visit. The report shall include, at a minimum, work ongoing on site at time of visit, notes regarding any discussions with persons on site or off site performing work on the project, any deficiencies in the work observed, estimated number of people on site, weather conditions and time, and any other information relating to the Project that addresses the progress being made on the Project.

5) The Designer agrees that his designated representatives and his consultants designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Designer as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Owner and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. If at any time, the Owner determines that the designated representative does not meet these qualifications, the Designer shall promptly replace the representative.

6) Based on observations at the site and on the Contractor's Applications for Payment, the Designer shall determine the amount owing to the Contractor and shall recommend approval, denial or modification of Certificates for Payment in such amounts as are appropriate under the circumstances. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Owner, that the Work has progressed to the point indicated and that to the best of the Designer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Designer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum. The Designer shall process certificates as promptly as possible with copies to the Contractor, and in any case within seven (7) calendar days or as otherwise set forth in the contract documents between the Owner and Contractor. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and Owner within seven (7) days.

7) The Designer shall instruct the Contractor to establish and conduct a regular schedule of meetings to occur no less than one time per month, but, at the discretion of the Owner, up to once per week, to be held on the job site throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants, unless attendance of any such consultant is not necessary at the time of the meeting. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.

8) The Designer shall prepare and submit to the Owner and Contractor a monthly Status Report on the Project if requested to do so by the Owner. The Designer's Status Report, if required by the Owner, shall be submitted to the Owner monthly along with the Contractor's Certificate for Payment and Designer's Statement for Professional Services.

9) The Designer shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance there under by both the Owner and Contractor. The Designer shall make decisions, on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.

10) The Designer shall have authority to reject work which does not conform to the Contract Documents. If the Designer considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he shall request the Owner to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

11) The Designer shall promptly review and return shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Designer shall promptly respond to all requests for information from the Contractor within a reasonable time period.

12) The Designer shall be responsible for preparing Change Proposals, and a Change Order when a Change Proposal has been approved by the Owner. The Designer shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Proposal, recommend the Change Proposal, and submit it to the Owner for Approval. When approved by the Owner, the Designer shall prepare a change order for signature.

13) The Owner has the discretion to make acceptance on either full or partial completion or substantial completion. Upon completion of the work, or on substantial completion or for partial occupancy, as requested by the Owner, the Designer shall conduct an inspection of the project with the Owner and the Contractor to determine if the Contractor's work is in accordance with Contract Documents. The Designer shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.

When the Owner desires to accept on either partial, full or substantial completion, the Designer shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. A Certificate of Payment for punch-list items shall be issued upon their completion.

Upon recommendation of acceptance, the Designer shall receive, review and forward to the Owner guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Designer shall obtain a written receipt for these and forward same to the Owner, together with copies of all guarantees and warranties.

7.1.6 Construction Close-Out Phase

1) Upon completion of the work or any earlier termination of this agreement or the relationship between the Designer and Owner, the Designer shall furnish to the Owner (1) a Final Report in the format and containing information as required by the Owner, and (2) two sets of Record Drawings (As-Built) prepared or obtained by the Designer, in an archival quality format or as otherwise required by the Owner, for the Owner files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission. Designer shall require in the specifications that the Contractor provide, as part of the Operations and Maintenance Manual, all materials identified in the specifications ultimately installed on the project.

2) Designer shall require Contractor to maintain at the construction site, and shall ensure that, at the close of the project, Contractor provides to Owner the originals and a scanned copy of any as built drawings and the actual marked up set(s) of drawings showing any modifications, additions, underground utilities found, foundations added or other information that may not have been originally included in the Contract Documents. If Designer fails to comply with this subsection, Designer shall prepare and submit to Owner any as built drawings and an actual marked up set(s) of drawings showing any modifications, additions, underground utilities found, foundations added or other information that may not have been originally included in the Design Documents.

3) Designer shall review and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Contractor. If the Designer does not find the work acceptable under the Contract Documents after any onsite punch list review, the Designer shall make such additional punch list reviews as are necessary to ensure Contractor's compliance with the Construction Documents.

4) Warranty Work: The Designer shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an onsite review of the Project prior to expiration of the one year warranty period and shall be required to inform the Owner and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

7.2 Project Representation Beyond Basic Services

7.2.1 If the Owner and Designer agree that more extensive representation at the site is required than is described in Article 7.1.6, then the Designer shall provide one or more Project Representatives to carry out such responsibilities at the site.

7.2.2 Such Project Representatives shall be selected, subject to Owner's written approval, employed and directed by the Designer, and the Owner shall compensate the Designer for such services in an amount equal to the approved

salary of the Project Representative times a multiplier of 1.6. If, in the opinion of the Owner, such representatives are either negligent or unqualified to perform their duties, the Designer's representative shall be replaced promptly, without protest.

7.2.3 Through the services of such Project Representatives, the Designer shall endeavor to provide further protection for the Owner against defects and deficiencies in the work.

7.2.4 The Owner shall have the option of providing one or more Project Representatives at the site during construction, which representative(s) shall be paid by the Owner and shall be under his direction.

7.3 Additional Services

Additional Services, as required by the Owner, shall be provided by the Designer only when authorized or approved in writing by the Owner, prior to performance of the services, and shall be paid for by the Owner as provided above. Such services may be incorporated into the contract by an amendment on their completion or may addressed as otherwise determined by the Owner within reason. Additional services include the following:

7.3.1 Providing prolonged contract administration and construction observation in accordance with section 5.5 above.

7.3.2 Providing consultation concerning replacement of work on the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

7.3.3 Providing extensive revisions during the Design Phases when the necessity of such as additional services is authorized in writing by the Owner.

7.3.4 Providing any other special services not otherwise included in the Contract or not customarily furnished in accordance with generally accepted Designer's practice.

7.3.5 Authorization for additional services, based upon a reasonable estimate by the Designer of the costs to be incurred, must be made in writing prior to the service being performed.

ARTICLE 8

DESIGNER'S ACCOUNTING RECORDS

8.1 Records of Direct Reimbursable Expenses and expenses pertaining to Additional services on the Project, and for services performed on the basis of multiplier times Direct Personnel Expense, shall be kept on the basis of generally accepted accounting principles and shall be furnished and/or made available to the Owner or his authorized representative on request.

ARTICLE 9

TERMINATION OF CONTRACT

9.1 The Contract between Owner and Designer may be terminated by either party upon seven days written notice to other party, should the other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent. The failure to have a properly licensed professional of record, as appropriate to the Project and/or as required by licensing law and/or authorities, shall be considered a failure to perform in accordance with this contract which may allow for immediate termination of the Contract by the Owner.

9.2 In the event of termination by the Owner due to failure of the Designer to perform satisfactorily, the Designer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer. No compensation shall be paid to the Designer for any uncompleted phase, except by written agreement between Owner and Designer prior to termination. Such termination shall constitute the Designer being held at fault including for time delays, cost overruns or design inadequacies.

9.3 In the event the Contract is terminated by mutual consent the Designer shall be paid for all work competed prior to termination, and all work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer.

ARTICLE 10

ABANDONMENT OR SUSPENSION

10.1 If any work designed or specified by the Designer is abandoned or suspended in whole or in part by the Owner, the Designer is to be paid for the Services rendered up to receipt of written notice from the Owner, as follows:

(1) If the abandonment or suspension occurs at the completion of a Phase, the Designer shall be paid the full amount due on completion of such phase as described in Article 6.1.1.

(2) If the abandonment or suspension occurs during a phase, the Designer shall submit to the Owner all documents prepared by him up to receipt of written notice from the Owner, and the Owner shall compensate the Designer up to the percentage completion of that phase.

10.2 Should the Project be reactivated, the new fee will be computed on the basis of the ECC. The Designer's fee for the phases of work required to complete the Project shall be the percentages for such phases stated in Article 6.1.1 applied to the new fee.

ARTICLE 11

OWNERSHIP OF DOCUMENTS

11.1 Original Drawings and Specifications are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to the Designer, all in accordance with Louisiana Revised Statute 38:2317.

11.2 Upon completion of the Project original drawing files shall remain in the files of the Designer, with Record Drawings (As-Builts) being furnished to the Owner, as called for in Article 7.1.7 along with the original submissions that were made in connection with the bidding of the project. Upon request, the Designer shall submit to the Owner design specifications and drawings in a format as requested or required by the Owner.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Designer each binds himself, his partners, successors, assigns and legal representatives to the other party to the Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Contract. Neither the Owner nor the Designer shall assign, sublet or transfer his interest in the Contract without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 The Contract and this Manual represent the agreement between the Owner and the Designer. The Contract may be amended only by written instrument signed by the Owner and the Designer.

ARTICLE 14

GOVERNING LAW

14.1 The Contract shall be governed by the laws of the State of Louisiana. Designer, by signing any contract, consents and yields to the jurisdiction of the Twenty-Second Judicial District Court for the Parish of St. Tammany, State of Louisiana, and does formally waive any plea of lack of jurisdiction, on account of its residence elsewhere, in the event of a lawsuit filed under any contract. Designer agrees to incorporate this provision in any of its consultant contracts.

ARTICLE 15

OTHER CONDITIONS

15.1 Insurance - Prior to the signing of the Contract between Owner and the Designer, the Designer shall provide at Designer's expense, unless otherwise modified by the Owner, proof of the following insurance coverages required by insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-. This rating requirement will be waived for the workers' compensation coverage and policies written through Lloyds of London or Institute of London Underwriter (ILU) companies.

15.1.1 Professional Liability Insurance shall be required as set forth below Proof of coverage will be required at that time. No deductible shall be in excess of 5 percent of the amount of the policy. Professional Liability Insurance shall be a minimum limit of liability as follows:

Minimum Limit of Liability	Construction Cost
$500,000	$0-$1,000,000
$1,000,000	$1,000,000 up to $10,000,000
$1,500,000	$10,000,000 to $20,000,000
$3,000,000	$20,000,000 to $50,000,000
$to be determined	over $50,000,000

15.1.2 Comprehensive General Liability with minimum limits of $500,000 per accident/occurrence, with the Owner named as an additional insured under the policy.

15.1.3 Comprehensive Automobile Liability Insurance with minimum limits of $300,000 per accident/occurrence.

15.1.4 The Designer shall provide a certificate of insurance as proof Workmen's Compensation coverage.

15.1.5 The Designer shall maintain an Umbrella Policy in the amount of $1,000,000.

15.1.6 The Designer shall ensure that any and all consultants engaged or employed by the Designer are included in the Designer's policies as additional insured or carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Designer shall submit to Owner proof of such insurance coverages in amount satisfactory to the Owner.

15.1.7 All insurance policies shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation, non-renewal or material modification of the policies. Any deductible shall be the responsibility of the Designer and no deductible shall be in excess of 10% of the amount of the policy. If the deductible is in excess of $50,000, then the policy shall be written with the first defense coverage endorsement. A copy of each policy and a certificate of

insurance shall be provided to the Owner listing the Owner as a certificate holder and additional named insured.

15.1.8 The Designer shall be responsible for any and all deductibles arising from insurance required under this Agreement.

15.2 The Designer agrees to defend, indemnify, hold harmless and protect Owner and Owner's agents, representatives and any affiliated or related entities against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising from negligence or fault of the Designer, its agents, consultants, employees or representatives, or arising from what is alleged to be the negligence, fault or breach of any contractual or legal duty of the Designer, its agents, consultants, employees or representatives.

15.3 Affidavit: The Designer, on signing the Contract, shall submit to the Owner, on such form as the Owner shall designate, a Non-Collusion Affidavit.

15.4 When the Time Schedule has been established by the Owner and Designer as described in Article 3.2.1, a Completion Date shall be set up for delivery of 100 percent completed, coordinated and ready to bid Construction Documents to the Owner. If the Designer is delayed through no fault of his own, then the Completion Date may be extended accordingly, provided the Designer makes such request in writing before starting the subsequent phase and the Owner approves, in writing, the request as justified. This provision shall not allow for any additional compensation to the Designer.

15.5 Fault - Time delays, cost overruns, design inadequacies or other problems with the performance of the Designer may result in the Designer being held at fault. The Owner shall determine if the Designer is to be held at fault as provided by law or this agreement.

15.6 Third Party Beneficiaries - Nothing in this Agreement is intended or otherwise should be considered to create third party beneficiary rights in any other party except as otherwise specifically addressed herein. However, all contracts or agreements of Designer with its consultants shall provide that the Owner is a third-party beneficiary of the contract or agreement between Designer and its consultants.

15.7 Representation - Designer represents, promises and warrants to Owner that Designer is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services under this Agreement, and that Designer and Consultants have visited the site for the project and thoroughly familiarized themselves with the local conditions under which the services required are to be performed, and that Designer shall correlate its observations and those of its Consultants with all of the requirements of this Agreement and of the Construction Contract Documents. Designer shall, at all times during the term of the Agreement, designate and have in place a professional of record duly licensed in accordance with State law and regulation.