

**REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK (CMAR)
FOR
NEW FIRE STATION NO. 38
CITY OF KENNER
RFQ NO. 20-6557
August 6, 2020 AT 2:00 P.M.**



Qualifications will be accepted by mail or hand delivery no later than August 6, 2020 at 2:00 p.m. to:

**City of Kenner
Finance Department
1610 Rev. Richard Wilson Drive
Kenner, LA 70062**

1.0 Overview**1.1 Summary**

The City of Kenner (Owner) is seeking written statements of qualifications in response to this Request for Qualifications (RFQ) from Louisiana licensed contractor for Construction Management at Risk (CMAR) as provided in La. Rev Stat. 38:2225.2.4 (the Act) for pre-construction and possibly construction of Owner’s New Fire Station No. 38.

1.2 Project

The work will be a new fire station No. 38 (Project), located west of Loyola Drive between Duke Drive and Clemson Drive. The Project is approximately 9,700 sf and will include apparatus bays, firefighter living space and support spaces. The latest scope of work is included as Attachment A.

1.3 Project Team

The Project team is the Owner, the CMAR, and Digital Engineering & Imaging, Inc. (Design Professional). The CMAR will actively partner with team members during the delivery of the Project to achieve the established goals.

1.4 Project Budget

The Project’s estimated construction budget is between \$3,000,000.00 to \$3,200,000.00.

1.5 Roll of CMAR

The selected CMAR will work with the team in completing a comprehensive set of construction documents. CMAR will assist with constructability reviews, an open-book cost model, assessing means and methods, construction schedule, and innovative concepts. If the Owner and the CMAR agree on a Guaranteed Maximum Price (GMP) the Owner may contract with the CMAR undertake construction services.

2.0 Administrative Requirements**2.1 RFQ Schedule**

The schedule for this RFQ is as follows,

- | | | |
|---------------------------|----------------|-----------|
| • Pre-Proposal Conference | July 16, 2020 | 2:00 p.m. |
| • Question Deadline | July 23, 2020 | 2:00 p.m. |
| • Addendum Deadline | July 30, 2020 | 2:00 p.m. |
| • Submittal Deadline | August 6, 2020 | 2:00 p.m. |

2.2 Pre-Proposal Conference

The Pre-Proposal Conference for potential proposers will address any concerns as to requirements, omissions, or discrepancies in the RFQ and associated documents shall be presented to the Owner at this conference. The Owner will determine the appropriate action necessary, if any, and issue a written addenda if appropriate.

2.3 Questions

All questions regarding this RFQ should be directed to:

FINcontracts@kenner.la.us

The Owner will only consider questions regarding the RFQ if submitted in writing by a potential proposer. All questions must be received by the Question Deadline. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other Owner office, consultant, or employee will be considered. All responses will be in writing and will be delivered without attribution to all proposers. In general, the Owner will not consider any correspondence delivered in any other way except as specified herein.

2.4 RFQ Addendum

Interpretation or correction of the RFQ documents will be made only by issuance of a written addendum which will be made available to all proposers by the Addendum Deadline. The Owner is not responsible for any explanations or interpretations of the RFQ documents other than those made by written addendum.

2.5 Submittal Deadline

The Owner will accept submittals to this RFQ by mail or hand delivery to:

City of Kenner
Finance Department
1610 Rev. Richard Wilson Dr.
Building D
Kenner, LA 70062

Submittals received after the Submittal Deadline will not be considered. The Owner is not responsible for delays in mail delivery, or failure of couriers to deliver submittals prior to the expiration of the deadline for submission. Submittals will not be read aloud.

3.0 Scope

3.1 Goals of the CMAR

In accordance with the Act, the Owner has deemed this process to be in the public interest, beneficial to the Owner, and in accordance with the Act. The Owner intends this design and construction process to encourage a creative, collaborative approach, which will achieve the following:

- Increase cooperation, collaboration, and coordination among CMAR, Design Professional and Owner;
- Create a common basis to control construction costs;
- Minimize design disputes;
- Provide direct input on constructability from CMAR to the Design Professional;
- Design the Project to use CMAR's strengths and preferred means and methods;
- Reduce construction time;

- Increase certainty during the construction phase;
- Expedite design and construction; and,
- Identify and mitigate risks by working together.

3.2 Pre-construction Scope of Services

The CMAR will work with the Owner and Design Professional to complete a comprehensive set of construction documents. CMAR will participate in pre-construction including, but not limited to, the following activities:

Prepare Cost Model

Following initial project discussions, the CMAR will prepare the project cost model within 30 days of the pre-construction notice to proceed. Design Professional will provide a schematic set of plan upon which to prepare the cost model. The cost model is an open and transparent document that defines the CMAR's pricing assumptions to communicate to the Owner and the Design Professional. It defines the CMAR's costs related to labor, materials, equipment, subcontractor and supplier quotes, means and methods, production rates, risk, direct costs, and mobilization. The cost model is continually reviewed by the Project team and updated by the CMAR at each pricing milestone as an Opinion of Probable Construction Cost (OPCC) to assist with cost reviews by the Owner and pricing by the Design Professional. As part of this work, the CMAR shall prepare a critical path method schedule in accordance with the contract specifications for OPCC that is prepared. The initial critical path method schedule must be submitted with the initial cost model.

Cost Model Review Meetings

The CMAR updates the cost model based on each design stage plans and specifications, and a cost model review meeting is held with the Owner, the CMAR, and the Design Professional. The cost model review meeting may occur at the beginning of the pre-construction phase if preliminary design development occurred prior to procurement of the CMAR. At this meeting the Owner, the CMAR, and the Design Professional will review the cost model for all pricing assumptions and means and methods. The CMAR shall identify the changes in the OPCC or changes that may affect the OPCC and schedule based on these factors as a minimum; design changes, new specifications, identified risks and risk mitigation, opportunities for innovation, material changes, phasing or sequencing changes, or project limitations such as ROW or utility limitations.

Design Development

The Design Professional is ultimately responsible for the final design of the Project. The Design Professional proceeds with 30%, 60%, 90%, and 100% and final plans at the Owners discretion, while collaborating with CMAR on design decisions and constructability. During each of the Design Development stages, the CMAR prepares a project schedule in accordance with the contract requirements, performs constructability reviews, and offers suggestions for construction phasing and innovative design and material alternatives. At the end of each design stage, the Design Professional submits plans and specifications for review and comment by the Owner and CMAR. The CMAR also reviews the plans and specifications and offers redline comments to improve the plans for constructability, clarify ambiguities, and provide consistency with the CMAR's proposed means and methods. In the early design stage, the phasing and sequencing of the

Project in consideration with Project characteristics, should be established and agreed by all parties. Modifications to the phasing and sequencing can be made as the plans progress and new and innovative ideas are discussed, especially in relation to identified Project risk and characteristics.

OPCC Submittals

The CMAR submits an OPCC to the Owner at the established pricing milestone, typically at plan stages coinciding with the plan submittal. The Design Professional prepares an independent estimate and submits it to the Owner. The items with significant differences, determined by the Owner, will be discussed by the Project Team to modify the design, assumption and clarifications, production rates or other item(s) determined to be the result of the difference in the cost of the two estimates. This process is used to potentially arrive at a GMP and maximum number of days that is agreeable to all participants in the Project Team.

Cost Estimate Review Meeting

The purpose of the meeting is to discuss the CMAR's OPCC and the Design Professional's estimate items of work with notable pricing differences. This meeting will review pricing assumptions, review quantities, and reconcile pricing differences and schedule exceptions. Prior to the meeting, the Owner will review the OPCC and Design Professional's estimate and identify all bid items that have significant variances. During the cost review meeting, the Owner, Design Professional, and CMAR attempt to reconcile pricing differences for these identified items. The reconciliation process gives all parties the opportunity to understand each other's perspectives about pricing assumptions and risk assignment. These meetings occur at design stages and as often as the Owner and the CMAR need to arrive at a GMP and final schedule with a decision being made by final plans.

Update Cost Model, OPCC, and Schedule

At the conclusion of the cost review meeting, the CMAR must update the OPCC, cost model, and schedule to reflect all changes resulting from the design review meeting and cost review meeting.

Subsequent OPCC Submittals

Design development continues in this cycle of design submittals. However, additional OPCC submittals may be required if design refinements are required or if significant pricing variances remain. The goal, through this iterative process, is to narrow pricing differences throughout the pre-construction phase, such that the GMP Proposal is within an acceptable amount of the Design Professionals estimate to the Owner.

Completion of the GMP

Prior to or upon completion of the final plans, the Owner and the CMAR must agree on a GMP, maximum number of contract days, phasing and sequencing, and constructability for the CMAR to be awarded a construction contract. If the Owner and CMAR cannot agree on these items, the Project will be advertised as a design-bid-build procurement process project which the CMAR will not be eligible to bid as a prime or subcontractor. A complete GMP package must be prepared and submitted as required in the Pre-construction

Services Contract for incorporation into the Construction Contract.

3.3 Pre-construction Services Payment

CMAR will received a \$30,000.00 lump sum fee for the Pre-construction phase of this Project. This fee reflects the Project's complexity, known risks, and effort needed to complete design documents.

Payments will be made on a percentage basis based on progress reports indicating hours worked over the Pre-construction Phase as applied to a billable rate schedule as submitted to and approved by the Owner upon notice of Project award. The billable rate schedule shall be in demonstrable alignment with industry standard employee classifications and pay rates.

Invoices will be processed monthly based on the percentage of the progress of the Pre-construction Phase. The Owner may contract with the CMAR to undertake construction services for a GMP.

3.4 Construction Services Scope of Work and Payment

The construction services scope of work is to provide the labor, materials, equipment and supervision needed to complete the construction project.

The CMAR shall provide to the Owner a GMP for construction of the Project, before or upon completion of the final design as described in Paragraph 3.1. The CMAR's GMP will be compared to the Design Professional's estimate. If the GMP, schedule, constructability, construction phasing and sequencing, and the max number of contract days are agreed upon by the Owner, the Owner will contract with the CMAR for the construction phase. If the percentage difference between the CMAR and Design Professional's estimate is not acceptable and within budget, then the Owner may negotiate with the CMAR. Negotiations are similar for the schedule, constructability, phasing and sequencing, and max number of days.

For this Project, the Owner requests the GMP to be negotiated by a fixed lump sum price.

Once the terms of a construction contract, including the GMP, are agreed upon, the owner may execute a contract with the CMAR.

Payment provisions are provided for in the final Construction Services Contract and based on the GMP.

A schedule of pay items shall be established for the GMP (Lump Sum) by the CMAR and approved by the Owner. Payment will be made to the CMAR in a manner similar to conventional Design-Bid-Build procurement process projects. Payment to the CMAR shall not exceed the GMP unless the GMP is amended by

approved change orders.

The Owner reserves the right to contract with the CMAR to undertake specific items of construction services prior to agreement upon a GMP.

4.0 RFQ Submittal Criteria

4.1 General Requirements

The Owner may accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies. Owner makes no guarantee that an award will be made as a result of this RFQ. Owner may disqualify respondents for any reason, including but not limited to:

- Submitting a response after the deadline. Late submittals will not be considered under any circumstances.
- Submitting by telephone, internet, electronic mail, or facsimile.
- Failing to follow the specified format.
- Submitting as associates. While a respondent may have consultants, the respondent must be a formed joint venture or individual firm.
- Engaging in lobbying activities. Respondents and their agents are not permitted to contact the selection review committee, the Owner, or the Design Professional, regarding this RFQ, except as allowed under section 2 of this RFQ.

4.2 Preparation and Submittal Instructions

Submittals must be clear, concise, and organized as indicated in Attachment C. It is not necessary to repeat the questions in the submittal, but the answer should reference the question number. Submittals should include an explanation when Respondent feels a question does not apply.

Submittals must also contain a completed and signed statement by Respondent's company official(s) authorized to execute such submittals on behalf of Respondent as indicated in Attachment B. Representations made within the submittal will be binding on responding firms.

Submittals will be formatted and presented as follows:

- Typed on letter-size (8-1/2" x 11") paper;
- Paginated sequentially in Arabic numerals (1, 2, 3, etc.);
- Include preprinted materials as exhibits referenced in the submittal;
- Include an original with original signature;
- Include five (5) complete copies of the entire Response;
- Include an electronic pdf copy of the Response on a USB thumb drive; and,

- Sealed in an envelope, box or container labeled with the RFQ number, submittals date, name and the return address of the Respondent.

The Owner is not be obligated to reimburse any expenses incurred by the proposer in preparing a Response.

4.3 Selection Committee

The Owner has appointed the following selection review committee to review the submittals:

- Brian Faucheux, Sizeler Thompson Brown Architects, - design professional not involved in the project
- Jonathan Kernion, Cycle Construction Company, LLC - licensed Contractor not involved in the project
- Raynard Thomas, Engineering Inspector - Owner's Representative
- Tulio R. Murillo, Commissioner of Kenner Housing Authority - members at large
- Clint Stevens, Fire Captain - members at large

4.4 Grading Criteria and Scoring Methodology

The selection review committee will grade the submittals based on the following criteria:

25 points	Capability to perform the construction management and construction services for the Project based on the Respondent's experience, including quality of references from past customers.
20 points	Team member's qualifications and experience to manage the Project.
15 points	Financial, equipment, and staffing resources necessary to meet Project requirements.
10 points	Performance on past construction projects for Louisiana municipalities and other owners.
10 points	Ability to meet schedules on past projects.
5 points	Success in completing past projects within budget.
5 points	Knowledge of current construction methods, alternative construction methods, and cost-effective construction methods.
5 points	Safety record supported by verifiable data.

5 points Respondent domiciled in the City of Kenner.

4.5 Respondent's Acceptance of Evaluation Methodology

Each Respondent waives any claims it has or may have against the Owner, its employees, officers, agents, representatives, and the members of Owner's governing body, connected with or arising out of this RFQ, including, the administration of the RFQ, the RFQ evaluation, and the selection of qualified Respondents. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Owner during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and the evaluations shall be made public not later than the 7th day after the contract is awarded, and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

4.6 Commitment

Respondent understands and agrees that the Owner has the ability to terminate its selection process at any time, and to reject any and all submittals, or any and all Proposals, and that the Owner has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a Response to this RFQ, or subsequent Proposal to the Owner's Request for GMP, if applicable, shall be the sole responsibility of Respondent.

ATTACHMENT A

PROJECT SCOPE OF WORK

Kenner Fire Station 38

City of Kenner, Louisiana

City of Kenner
Kenner Fire Station

Program

The new fire station is to be a pile supported concrete slab pre-manufactured metal building with CMU veneer end and side walls with standing seam metal roof. The standing metal seam roof is industry standards. The building shall be designed to withstand 156 MPH winds with impact resistant window glazing. Epoxy coated CMU block will be utilized throughout the interior of the Apparatus Room and its ancillary spaces and metal studs with gypsum board in the living quarters. Trucks will need to be able to pull into one end of the building and drive out the other end. The building shall have a continuous run emergency natural gas emergency generator on an elevated platform. Perimeter fencing shall be provided for the new fire station.

Building			
Name	SF	Unit	Program Notes
Apparatus Room/Bays	4,056	sf	<ul style="list-style-type: none"> ➤ Apparatus Bays to house three (3) large aerial (ladder) trucks. The standardized footprint (floor space occupied by the truck, not considering the space around it) is 10 ft. by 50 ft. ➤ Provide 10'-0" clearance from truck to wall, 7'-0" clearance between trucks and 5'-0" clearance at front and back. ➤ (6) 14' wide bi-fold doors. ➤ The foundation shall be designed to support the loads of the large heavy fire engines. ➤ Design for trucks to be able to pull into the building in the back and drive out the building in the front. ➤ Provide hose bibs throughout and located close to the fire engines. ➤ Trench drains shall be provided at the fire engine location and will need to be routed through an oil and water separator prior to entering the sewerage system. ➤ Carbon Monoxide detectors connected to louvered exhaust fans

				<p>will be provided to remove vehicle exhaust when present.</p> <ul style="list-style-type: none"> ➤ CMU wall shall be provided in area subjected to rough use per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Sealed concrete floors with an applied anti-skid coating shall be provided. ➤ Hollow metal frames and doors (8'-0" high) shall be provided.
Utility Room	99	sf		<ul style="list-style-type: none"> ➤ CMU wall to 10' height with metal wall panel above shall be provided in area subjected to rough use per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Ice Machine. ➤ Washer. ➤ Dryer ➤ (2) Utility sinks ➤ Flooring shall be finished concrete with an applied anti-skid coating. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Sealed concrete floors with an applied anti-skid coating shall be provided. ➤ Hollow metal frames and doors (8'-0" high) shall be provided.
Gear Locker Room	364	sf		<ul style="list-style-type: none"> ➤ CMU wall to 10' height with metal wall panel above shall be provided in area subjected to rough use per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation.

				<ul style="list-style-type: none"> ➤ (36) Personal Protective Equipment (PPE) Gear Storage. ➤ Metal lockers shall be on 6” base. ➤ Flooring shall be finished concrete with an applied anti-skid coating. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels.
Storage	130	sf		<ul style="list-style-type: none"> ➤ CMU wall to 10’ height with metal wall panel above shall be provided in area subjected to rough use per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Flooring shall be finished concrete with an applied anti-skid coating. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Hollow metal frames and doors (8’-0” high) shall be provided.
Sprinkler Room	54	sf		<ul style="list-style-type: none"> ➤ CMU wall to 10’ height with metal wall panel above shall be provided in area subjected to rough use per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Bare concrete floors shall be provided. ➤ Hollow metal frames and doors (8’-0” high) shall be provided.
Day Room / Training Area	826	sf		<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation.

Dining Area	316	sf	<ul style="list-style-type: none"> ➤ 2’x2’ acoustical ceiling tiles shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Exterior door (8’-0” high) and frame shall be hollow metal. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Space for 12 firefighters <ul style="list-style-type: none"> ○ Entertainment Center (N.I.C.) ○ Bookcase (N.I.C.) ○ Sofa (N.I.C.) ○ Arm Chair (N.I.C.) ○ Side Table (N.I.C.) ➤ Area for (20) tables & chairs and (1) Instructor’s desk (N.I.C.) ➤ 5’ diameter clear circulation area (ADA turning radius) <ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2’x2’ acoustical ceiling tiles shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation.
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Kitchen	347	sf	<ul style="list-style-type: none"> ➤ Interior door (8'-0" high) shall be wood with hollow metal frame. ➤ Exterior door (8'-0" high) and frame shall be hollow metal. ➤ (2) 72" Dining Table w/ (6) chair per table ➤ 5' diameter clear circulation area (ADA turning radius) <ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2'x2' acoustical ceiling tiles shall be per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Commercial Grade Range (double oven with griddle) and Hood with code required fire suppression system. ➤ Two compartment sink ➤ Architectural grade cabinet shall be provided per industry standard for commercial construction. ➤ Stainless Steel countertop shall be provided ➤ (3) Pantry Cabinet w/ lock ➤ (3) Refrigerator ➤ 5' diameter clear circulation area (ADA turning radius) ➤ Exterior door (8'-0" high) and frame shall be hollow metal. ➤ Interior door (8'-0" high) shall be wood with hollow metal frame.
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Storage/Possible Captain Rm.	Future	96	sf	<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2’x2’ acoustical ceiling tiles shall be per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Janitor		43	sf	<ul style="list-style-type: none"> ➤ Gypsum board with FRP panels on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2’x2’ acoustical ceiling tiles shall be per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Mop Sink ➤ Mop holder w/ shelf ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.

Storage	53	sf	<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Table and chair storage for fire station ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2’x2’ acoustical ceiling tiles shall be per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Electrical Room	52	sf	<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Communication/Office	334	sf	<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the

				<p>Design of Fire and Emergency Medical Service Stations recommendation.</p> <ul style="list-style-type: none"> ➤ 2’x2’ acoustical ceiling tiles shall be per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame. ➤ U-shaped countertop (Formica) to provide workspace for 3 captains with power/conduit drops (6) throughout the room.
Mechanical Room	155	sf		<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors shall be provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Painted exposed acoustical insulated deck installed directly under the metal roof panels. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Female Toilet/Shower	71	sf		<ul style="list-style-type: none"> ➤ 2’x2’ moisture resistant acoustical ceiling tiles shall be provided per industry standard. ➤ Moisture resistant gypsum board on metal stud wall shall be provided per industry standard and

				<p>FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation.</p> <ul style="list-style-type: none"> ➤ Porcelain Tile on floor and wet walls per IBC Section 1210 Toilet and Bathroom Requirements ➤ Water Closet (ADA) ➤ Lavatory (ADA) ➤ 3’ by 4’ shower with plastic laminated shower partition and bench. ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Male Toilet/Shower (ADA)	306	sf		<ul style="list-style-type: none"> ➤ 2’x2’ moisture resistant acoustical ceiling tiles shall be provided per industry standard. ➤ Moisture resistant gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Porcelain Tile on floor and wet walls per IBC Section 1210 Toilet and Bathroom Requirements ➤ (3) 3’ by 4’ shower with plastic laminated shower partition and bench ➤ Porcelain tile on floors and on walls ➤ Interior door (8’-0” high) shall be wood with hollow metal frame.
Unisex Locker (ADA)	411	sf		<ul style="list-style-type: none"> ➤ Moisture resistant gypsum board on metal stud wall provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2’x2’ acoustical ceiling tiles per industry standard and FEMA Safety and Health Considerations

				<p>for the Design of Fire and Emergency Medical Service Stations recommendation.</p> <ul style="list-style-type: none"> ➤ Stained concrete floors provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ (36) Full size metal lockers ➤ Interior door (8'-0" high) shall be wood with hollow metal frame.
Linen Room	46	sf		<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2'x2' acoustical ceiling tiles per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ VCT floors provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door shall be wood with hollow metal frame.
Unisex Toilet (ADA)	53	sf		<ul style="list-style-type: none"> ➤ 2'x2' moisture resistant acoustical ceiling tiles shall be provided per industry standard. ➤ Moisture resistant gypsum board on metal stud wall shall be provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Porcelain Tile on floor and wet walls per IBC Section 1210 Toilet and Bathroom Requirements ➤ Water Closet (ADA) ➤ Lavatory (ADA)

			<ul style="list-style-type: none"> ➤ Interior door (8'-0" high) shall be wood with hollow metal frame.
Bunk Room	564	sf	<ul style="list-style-type: none"> ➤ Gypsum board on metal stud wall provided per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ 2'x2' acoustical ceiling tiles per industry standard and FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Stained concrete floors provided per FEMA Safety and Health Considerations for the Design of Fire and Emergency Medical Service Stations recommendation. ➤ Interior door (8'-0" high) shall be wood with hollow metal frame.
Burden	1,286	sf	<ul style="list-style-type: none"> ➤ The burden factor includes corridors, entry vestibule, interior and exterior walls.

Totals		
Square Footage	9,662	sf

Attachment B
Certification of Submittal
RFQ NO. 20-6557
City of Kenner, Louisiana

I, the Respondent signed below, submit this response for Respondent,

Firm Name

and represent the following:

1. The information provided in the submittal is true, complete, and accurate to the best of my knowledge and belief.
2. I have full authority to execute this Response on behalf of Respondent.
3. All statements made in the submittal are binding on the Respondent.
4. Respondent has received the following addenda to this RFQ:

List addenda received _____

Respondent:

Sign: _____

Date: _____

By: _____

Name: _____

Title: _____

ATTACHMENT C**RESPONDENT QUESTIONNAIRE**

Respondent should answer the following questions in their submittals.

1. Respondent Information

Legal name of entity

Address of office providing service

Number of years in business under present name and any previous company names

Entity Type: Individual, Partnership, Corporation, or Joint Venture

Number of Employees

Annual Sales Volume

Bonding Capacity

2. Will Respondent provide a copy of your company's financial statements for the past two (2) years, if requested?
3. Respondent will be responsible for meeting separate insurance and bonding requirements for the Construction and Pre-construction Phase of the Project. Can Respondent obtain the insurance and bonds required in Attachment E and ?
4. What is Respondent's financial rating and what documentation, including a Dunn and Bradstreet analysis, do you have to show the financial stability of your company?
5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
8. Does any relationship exist between your company and any of Owner's officers, or employees or employees of Engineer/Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
9. What difficulties do you anticipate in serving the Owner and how do you plan to manage these? What assistance will you require from the Owner?
10. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.
11. Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).

12. Describe your firm's demonstrated technical competence and management qualifications with CMAR or construction contracting projects, particularly those for projects similar to this project.
13. Describe your firm's management methodologies for the CMAR project delivery system.
14. Provide a maximum of ten projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.

For each of the listed projects, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CMAR with GMP, CM-agency, design/build, general contractor-low bid, general contractor through sealed proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.

15. Describe your firm's experience with alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use of a similar project. State whether any of these methods were used on the projects listed in item 14, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?
16. Describe your company's quality assurance program, what are your company's requirements, and how are they measured?
17. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated?
18. Provide any customer reference letters, preferably from public entities, with which Respondent currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years.
19. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules?
20. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR). Indicate any OSHA special recognition or awards your company has received. Provide a copy of your standard safety plan.
21. Describe the way in which your firm develops and monitors construction budgets for a project. How often do you compile your actual construction cost information during a project and compare it with your estimated construction costs? How often do you update your schedule of values?

Attachment D
Pre-construction Insurance Requirement
Attachment E
Construction Insurance Requirements

CITY OF KENNER**GOODS AND SERVICES VENDORS
FOR CONTRACTS UNDER \$100,000
INSURANCE SPECIFICATIONS**

**PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE
ALL INSURANCE COSTS ARE INCLUDED IN BID.**

I. INSURANCE REQUIREMENTS:

THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER), THROUGH ITS RISK MANAGEMENT CONSULANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. This limit may include umbrella or excess liability coverages. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

1. WORKERS COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$500,000/\$500,000/\$500,000; and
- c. Waiver of subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$500,000 per occurrence; \$500,000 general aggregate; \$500,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on CG 2010 Form B (edition 07 04), or approved equivalent; and
- c. Waiver of Transfer of Rights of Recovery Against Others to in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: *The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$500,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto or for All Owned autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and provide goods and/or services. At no time

shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VII as of the most currently published *A.M. Best Guide*. Any variance must be approved by KENNER.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all work or provision of goods and/or services until the receipt of acceptable replacement insurance.

2. **Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The Vendor shall deliver to KENNER Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to KENNER the certificates of insurance as required in this Document. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
- b. KENNER may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work or the provisions of goods and/or services; and/or during its progress.
- c. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. KENNER reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

4. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work and/or the provision of goods and/or services on the basis of non-conformance with the requirements, KENNER shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.
5. **The Vendor's Failure:** Upon failure of the Vendor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.
6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Vendor for his performance of any work or the provision of goods or services. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work and/or provision of goods and/or services. The Vendor's coverage is to be primary for any and all claims and/or suits related to or arising from his operations and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. KENNER in no way affirms that this is an adequate level of insurance for its operations.
7. **No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

CITY OF KENNER**CONSTRUCTION CONTRACTOR
EXCLUDING UMBRELLA REQUIREMENT
CONTRACT INSURANCE AND BOND REQUIREMENTS**

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

I. INSURANCE REQUIREMENTS:

THE CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT CONSULANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained in the name of the Contractor shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and
- c. A Waiver of Subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; minimal acceptable limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate;
- b. Coverage to be written on a per project aggregate basis;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: *The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the Work in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy. The General Liability policy shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto **or** All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If transporting any pollutants, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

4. CONTRACTOR'S POLLUTION, if applicable:

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of Contractor;
- b. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;
- c. Broad Form Named Insured endorsement;
- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by the Owner shall be excess and not contributing insurance;

- g. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
- i. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated.

5. BUILDER'S RISK, if applicable:

If the construction project involves a structure of any kind, this section applies:

The Contractor shall purchase and maintain Builder's Risk insurance upon the entire Work which is the subject of the Contract, at the site, to the full insurable value thereof. The Contractor shall purchase the policy with the Owner as the Named Insured and maintain an "all risk" builder's risk insurance on the entire Work. If the Contractor has a blanket Builder's Risk policy, it shall be endorsed to include the Work, with the Owner listed as a Named Insured with regard to the Work. These policies must at a minimum cover for such amount of the Work as is determined by the City of Kenner or its Engineer and/or Architect. This insurance shall include, as Named Insureds, the Contractor, any Subcontractors, any Sub-Subcontractors, and/or any vendors deemed appropriate by the Contractor.

The policy shall insure against the perils of fire, flood, and extended coverage and shall include "all risk" insurance for physical damage, including, without duplication of coverage,

- theft,
- testing as appropriate for the type of project,
- debris removal,
- damage to any Work-related property stored in the open, resulting from a non-excluded peril, and
- vandalism.

If not covered under the "all risk" insurance or otherwise provided in the Contract, the Contractor shall effect and maintain similar insurance on portions of the Work stored off the site, when such portions of the Work are to be included in any applications for payment and such procedures have been approved by the Owner.

The Builder's Risk insurance shall be written and provided such that any portions of a building or site vacated by the Owner to accommodate the Work are protected and covered by the terms of the insurance. The insurance shall not be cancelled or permitted to lapse because of such vacancy.

Coverage is to provide for use and/or occupancy, without qualification, of any and all portions of the Work, or the premises where the Work is being conducted, whether the Work has been accepted by the Owner or not. The policy shall remain in full force and effect until all work has been accepted by the Owner and no repairs, remediation or operations of any type are required from the Contractor, as determined by the Owner.

Coverage for Builder's Risk Soft Costs is to be included.

II GENERAL SPECIFICATIONS:

A. Contractor's Liability Insurance:

The Contractor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials provided for the Work. Contractor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by the Owner.
- b. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- 2. Partnerships and Joint Ventures:** If the Contractor is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The Contractor shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of the Contract, the Contractor shall furnish to Owner the required certificates of insurance.
- b. The Owner may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.
- c. The Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. The Owner reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to the Owner within ten (10) days of the written request.
- d. Any and all communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.

4. Objection by the Owner: If Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.

5. The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

6. No Waiver of Liability: Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by the Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

7. No Recourse Against the Owner: The insurance companies issuing the policies shall have no recourse against the Owner for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Contractor.

8. The Owner's Liability Insurance: In addition to the insurance required to be provided by the Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.

III. SURETY:

All Bonds shall be in the form prescribed by the Contract except as provided otherwise by applicable laws or regulations and shall be executed only by sureties meeting the requirements and qualifications set forth herein.

If the surety on any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in any state where any part of the Project or Work is located, or ceases to meet the requirements of paragraphs A, B and/or C below, the Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with Paragraphs A, B and/or C.

A. Bid Bond / Evidence of Good Faith:

The Contractor's Bid shall be accompanied by a certified check, cashier's check or bid bond in an amount equal to five percent (5%) of the Contractor's Bid as an evidence of good faith. If a Bond is used, the surety or insurance company must be currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide. Any variance must be approved by the City of Kenner.

B. Performance and Payment Bonds:

The Contractor shall purchase and furnish performance and payment bonds each in an amount at least equal to one hundred percent (100%) of the Contract price, including but not limited to, the obligations for actual damages and liquidated damages, in accordance with the provisions in the Contract, regarding delay in completion of the Work within the Contract times, as security for faithful performance and payment of all Contractor's obligations under the Contract. Contractor shall also furnish such other Bonds as are required by the Contract.

C. Qualification of Surety – Performance and Payment Bonds:

Any surety Bond written for Owner shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide to write individual Bonds up to ten percent (10%) of policy holders' surplus, or by a surety company that complies with the requirements of LSA-R.S. 38:2219.

D. Resident Agent Required:

No surety will be accepted from a bondsman that does not have a permanent agent or representative in the State of Louisiana upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the president of the surety, or such other officer as may be concerned. Should the Contractor's surety, even though approved and accepted by Owner, subsequently remove its agency or representative from the State or terminate its residency or license in the State, or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond from another company approved by the Owner at no additional cost to the Owner. The new Bond shall be executed upon the same terms and conditions as the original Bond.

E. Alternative Security:

Owner, may, in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana Public Contract Law (LSA-R.S. 38:2211 et seq.)

F. Scope of the Bond and Obligation of the Surety:

The Contractor's surety shall obligate itself to all the terms and covenants of the Contract covering the Work to be performed hereunder. The Owner reserves the right to order extra work or to make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein described without notice to the Contractor's surety and without, in any manner, affecting the liability of the bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with the plans and specifications of the Contract. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Contract and institution of *concurus* proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of the Contract and institution of *concurus* proceedings or through delinquency or insolvency of the Contract, he shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be, and does hereby declare and acknowledge itself by acceptance to be, bound to Owner as guarantor jointly and *in solido* with the Contractor for fulfillment of the foregoing items including, but not limited to any provisions for actual or liquidated damages.