Invoice



Date 12/12/2024

Invoice #66

ST. BERNARD PARISH GOVERNMENT 8201 W JUDGE PEREZ DRIVE CHALMETTE, LA 70043 PHONE 504-278-4255 FAX 504-278-4329 TO

St. Bernard Parish Library 2600 Palmisano Blvd. Chalmette, LA 70043-3666

| | Due Date |
|-----------------------------------|--------------|
| St. Bernard Parish Public Library | Upon Receipt |
| New Construction | |

| Qty | Description | Unit Price | Line Total |
|-----|-------------------------|--------------|--------------|
| | Gibbs Construction, LLC | 4500 070 05 | * |
| | Invoice No. 1725-13 | \$589,373.95 | \$589,373.95 |
| | | | |
| | r - a - y | | |
| | | | |
| | | | |
| | | | |
| | | , | |
| | | | |
| | | | |
| | , | Subtotal | \$589,373.95 |
| | | | |
| | | Total | \$589,373.95 |



Louis Pomes Parish President

St. Bernard Parish Government

Department of Public Works

1125 E. St. Bernard Highway Phone (504) 278-4300 Chalmette, Louisiana 70043 Fax (504) 278-4480

MEMORANDUM

TO:

JUSTIN FRANK

DIRECTOR

FINANCE DEPARTMENT

FROM:

DONALD R. BOURGEOIS, JR.

SUPERVISOR

CAPITAL PROJECTS

DATE:

DECEMBER 10, 2024

RE:

NEW PUBLIC LIBRARY

PHASE 2 – BUILDING CONSTRUCTION

The Department of Public Works has received the following invoice:

| Contractor | Invoice No. | Invoice Date | Amount | P.O. Number |
|-------------------------|----------------|-----------------|---------------|----------------|
| Gibbs Construction, LLC | 13 | 10/31/2024 | \$589,373.95* | Ivumber |

^{*}The amount shown is for reference only.

Upon the approval of Carl McClurg, Resident Inspector, E. W. Tregre, II, Mathes Brierre Architects, APC & Architects Beazley Moliere, and Douglas Landry, Landry Management Consultants, all work pertaining to the above invoice has been completed according to contract requirements. Please proceed with the necessary steps to calculate and execute payment.

Hillary J. Núnez, Jr. Director, Public Works

FE MS

DRBJr/flr



St. Bernard Parish Government Invoice Approval Transmittal

Project Name:

St. Bernard Parish New Public Library Phase 2 - Building Construction

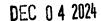
Description of Information: Gibbs Construction, LLC

Invoice No. 1725-13, Pay App # 13

Amount: \$589,373.95 Invoice Date: 10/31/2024

| Official (Print Name) | Signature/Date | Comments |
|--|----------------|-----------------------|
| Carl W. McClurg, Resident Inspector, DPW | Cwn 12/10/24 | Reviewed and Approved |







December 3, 2024

Hillary Nunez
Director of Public Works
1125 East St. Bernard Hwy
Chalmette, Louisiana 70043

Reference: Recommendation for Payment

Gibbs Application for Payment No. 1

Project: St. Bernard Parish New Public Library - Phase 2 Building Construction

Dear Mr. Nunez.

The architect, my office and SBPG construction representative Mr. McClurg, have reviewed the provided application for payment referenced above and agree with the percentage complete and payment amount requested withholding 5% retainage. Our office recommends payment by SBPG in the amount of \$589,373.95.

| Budget - Construction Contract - | \$ 11,770,000.00 |
|----------------------------------|---------------------|
| Net Change by Change Order - | \$ 13,055.17 |
| Adjusted Contract Value - | \$ 11,783,055.17 |
| Prior Payments - | \$ 7,873,139.40 |
| This payment (minus Retainage) - | \$ 589,373.95 |
| Retainage Withheld This Payment | \$ 31,019.69 |

If you have any questions pertaining to this letter, don't hesitate to contact me at your convenience.

Attached:

MBA/ABM Certification and Recommendation for Payment Letter Gibbs Application for Payment No. – 13 (Invoice No. 1725.13) Gibbs Release of Lien

Respectfully,

Douglas D. Landry

Program Manager Consultant, LMC

Cc:

Robin Mason, SBPG Finance Teri Doskey, SBPG DPW

Donald Bourgeois. SBPG Capital Projects Supervisor

Lundy

Ray Lauga, SBPG Capital Projects Carl McClurg, SBPG DPW A JOINT VENTURE

Project:

St. Bernard Parish New Public Library

3121 E. Judge Perez Drive Meraux, Louisiana 70075 Project No. 11884

November 27, 2024

Subject:

Professional Services:

Gibbs Construction, L.L.C.

Application No. 13

Mr. Douglas Landry Landry Management Consultants, LLC 28503 Little Dixie Ranch Road Lacombe, LA 70445

Dear Mr. Landry,

We are enclosing the original and three (3) copies of our Certificate No. 15849 recommending payment in the amount of \$589,373.95 to Gibbs Construction, L.L.C. An original and three (3) copies of the Contractor's Application for Payment No. 13 are also included.

This Certificate for Payment does not constitute acceptance of any work not in accordance with the Contract Documents.

Yours very truly,

MATHES BRIERRE ARCHITECTS, APC & ARCHITECTS BEAZLEY MOLIERE, APC A Joint Venture

E. W. Tregre II, AIA, NCARB

President

Mathes Brierre Architects

EWT/ln Enclosures

cc:

Gibbs Construction, L.L.C. (w/ encl.)



JOINT VENTURE

| | | | | | | CER | TIFIC | CATE |
|---|--|--|---|----------------------------------|-----------------------------------|-------------|-------------------------|---------------------------|
| | PROJECT: | St. Bernar 3121 E. Ju Meraux, I | udge Pere | z Drive | | | | |
| | | PROJECT | ۲ NO.: 11 | 884 | | | | |
| DATE: November 27, 2024 | CERTIFICA | | | | \$_589,3′ | 73.95 | | |
| TO: Mr. Douglas Landry Landry Management Consultants, LLC 28503 Little Dixie Ranch Road Lacombe, LA 70445 This is to certify that Gibbs Construction, L.L.C., above-captioned project, is entitled to a payment of 95/100. In accordance with the Contract Docume attached hereto, the Architect certifies to the Own knowledge, information and belief, the quality of this entitled to the payment indicated. | of \$ Five Hundre ents, based on one that the work | ed Eighty-Ni n-site observ k has progres | ne Thousa ations, and ssed to the | nd, Thre d the da point ir | ee Hundr ta submi ndicated; | tted by the | y-Three Contree best of | e and ractor of his |
| ORIGINAL CONTRACT SUM | | | _ | | l | 11,770 | 000 | 00 |
| | | | | | | | | |
| Additions | | | 28 | 632 | 17 | | | |
| | | | | | | | | |
| Deductions | | | (15 | 577 | 00) | | | |
| | - | | | | | | | |
| Net Change Orders (See Pay Application) | | | | | | 13 | 055 | 17 |
| Total Completed & Stored to Date | e | | 8,907 | 908 | 80 | | | |
| Less 5% Retainage of Completed | Work | | 444 | 550 | 90 | | | |
| Less 5% Retainage of Stored Mate | erial | | | 844 | 55 | | | |
| Total Earned Less Retainage | | | 8,462 | 513 | 35 | | | |
| Net Total | | | - | | | 11,783 | 055 | 17 |
| Less Previous Issues | | | | | | 7,873 | 139 | 40 |
| Present Issue | | | - | | | 589 | 373 | 95 |
| Balance Due | | | | | | 3,320 | 541 | 82 |
| MATHES BRIERRE ARCHITECTS, APC + ARCHITECTS Be the Contractor, having examined the above statement | | | Y: E-Cand acknowledge | owledge | s receipt | of the am | ount ce | ertified |

Tabove.

CONTRACTOR: Gibbs Construction, L.L.C.

DEC 05 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

\$13,055.17

Invoice #: 1725-13

| o Owner: St. Bernard Pa 8201 West Ju | arish Government dge Perez Drive | Project: 1 | 725. St. Bernard Parish Public | : Library Application No. | : 13 | Distribution to : Owner Architect |
|---|---|------------------------|--------------------------------|---|---|--|
| Chalmette, LA | 70043 | | | Period To: | 10/31/2024 | Contractor |
| | onstruction, L.L.C. trus Boulevard Suite 2 eans, LA 70123 | Via Architect: 200 | Mathes Brierre Architects | Project Nos: | 11884 | RECEIVE |
| Contract For: St. Bern | ard Parish Library | | | Contract Date: | 7/24/2023 | DEC 0 5 202 |
| CONTRACTOR | S APPLICATIO | N FOR PAY | MENT | | | to the best of the Contractor's knowledge, |
| Application is made for payme Continuation Sheet is attached | | ection with the Contra | act. | completed in accordance paid by the Contractor for | e with the Contrac or Work for which p | by this Application for Payment has been PEPARTMI t Documents. That all amounts have been previous Certificates for Payment were wner, and that current payment shown |
| 1. Original Contract Su | | | \$11,770,000.00 | CONTRACTOR: GIL | obs Construction, | LLC |
| 2. Net Change By Cha | (7) | | \$13,055.17 | CONTRACTOR. GIL | nos construction, | L.L.G. |
| 3. Contract Sum To Da | | | \$11,783,055.17 | 1/1, - 1/2 | A. | 1-6 |
| Total Completed and | Stored To Date | | \$8,907,908.80 | Ву: /// | 40 | Date: 11/26/2024 |
| 5. Retainage: a. 5.00% of Comple | ted Work | \$444,550.90 | | State of: Amisian Subscribed and sworn to be | efore the this | County of: NOTARY day of |
| b. 5.00% of Stored M | laterial | \$844.55 | | Notary Public: At dea My Commission expires: | ate do | 2029 |
| Total Retainage | | | \$445,395.45 | Denote WI |)un | Cour |
| 6. Total Earned Less R | etainage | | \$8,462,513.35 | ARCHITECT'S CERTIFI In accordance with the Con | CATE FOR PAYN tract Documents, ba | IENT used on on-site observations and the data |
| 7. Less Previous Certifi | icates For Payments | | \$7,873,139.40 | | | certifies to the Owner that to the best of the he Work has progressed as indicated, |
| 8. Current Payment Du | e | | \$589,373.95 | | accordance with the | Contract Documents, and the Contractor |
| 9. Balance To Finish, P | lus Retainage | | \$3,320,541.82 | AMOUNT CERTIFIED \$ 589 | 9,373.95 | |
| | | | | (Attach explanation if amount ce Continuation Sheet that are cha | | amount applied. Initial all figures on this Application and on the |
| CHANGE ORDER SUN | MMARY | Additions | Deductions | Communication direct that are one. | iged to comonn with th | e amount certified.) |
| Total changes approved in previous months by Own | er | \$28,632.17 | \$15,577.00 | ARCHITECT: | | 11/07/-/ |
| Total Approved this Month | | \$0.00 | \$0.00 | Ву: | West ! | Date: 1/24 |
| | TOTALS | \$28,632.17 | \$15,577.00 | | | OUNT CERTIFIED is payable only to the ent, and acceptance of payment are without |
| Net Changes By Char | nge Order | \$13,055.17 | | | | ent, and acceptance of payment are without of the other than tractor under this Contract. |

OKRR 11/27/24

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | E | F | G | | Н | I |
|---|--|--------------|---------------------------------|-------------------------|---------------------|------------------------------------|---------|--------------------|-----------|
| ltem | Description of Work | Scheduled | Work Con | npleted | Materials | Total | % | Balance | Retainage |
| No. | | Value | From Previous Application (D+E) | This Period In Place | Presently Stored | Completed and Stored To Date | (G / C) | To Finish (C-G) | |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| Bill Group: | | | | | | | X | | |
| 1 | St. Bernard Parish Public Library | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | Totals | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| Bill Group: | 01 GENERAL REQUIREMENTS | | | | | | | | |
| 01000 | Bond | 68,187.00 | 68,187.00 | 0.00 | 0.00 | 68,187.00 | 100.00% | 0.00 | 3,409.35 |
| 01010 | Flood Insurance | 464,133.00 | 464,133.00 | 0.00 | 0.00 | 464,133.00 | 100.00% | 0.00 | 23,206.65 |
| | Builders Risk | 121,404.00 | 121,404.00 | 0.00 | 0.00 | 121,404.00 | 100.00% | 0.00 | 6,070.20 |
| 01030 | | 173,845.00 | 173,845.00 | 0.00 | 0.00 | 173,845.00 | 100.00% | 0.00 | 8,692.25 |
| 01040 | Subs Mobilization | 175,310.00 | 175,310.00 | 0.00 | 0.00 | 175,310.00 | 100.00% | 0.00 | 8,765.50 |
| | Building Permit | 35,330.00 | 35,330.00 | 0.00 | 0.00 | 35,330.00 | 100.00% | 0.00 | 1,766.50 |
| 1 | General Conditions | 552,101.00 | 393,813.64 | 29,923.88 | 0.00 | 423,737.52 | 76.75% | 128,363.48 | 21,186.86 |
| | GENERAL REQUIREMENTS Totals | 1,590,310.00 | 1,432,022.64 | 29,923.88 | 0.00 | 1,461,946.52 | 91.93% | 128,363.48 | 73,097.31 |
| Bill Group: | 02 SITEWORK | | | | | | | | |
| 02110 | Site Clearing | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00% | 0.00 | 500.00 |
| 02220 | Excavating, Backfilling | 70,000.00 | 68,600.00 | 0.00 | 0.00 | 68,600.00 | 98.00% | 1,400.00 | 3,430.00 |
| 02272 | Geotextile Fabric | 35,000.00 | 26,250.00 | 8,750.00 | 0.00 | 35,000.00 | 100.00% | 0.00 | 1,750.00 |
| 02281 | Termite Control | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00% | 0.00 | 150.00 |
| 02301 | Earthwork for Bldg. Foundations | 435,000.00 | 435,000.00 | 0.00 | 0.00 | 435,000.00 | 100.00% | 0.00 | 21,750.00 |
| 02451 | Test Pile Program | 39,800.00 | 39,800.00 | 0.00 | 0.00 | 39,800.00 | 100.00% | 0.00 | 1,990.00 |
| 02455 | Wood-Concrete Composite Piles | 610,200.00 | 610,200.00 | 0.00 | 0.00 | 610,200.00 | 100.00% | 0.00 | 30,510.00 |
| 02510 | Concrete Walks | 86,320.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 86,320.00 | 0.00 |
| | Portland Cement Concrete Paving | 565,000.00 | 141,250.00 | 305,100.00 | 0.00 | 446,350.00 | 79.00% | 118,650.00 | 22,317.50 |
| 0.000.00 | o and a second s | 7,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 7,000.00 | 0.00 |
| 1 | Water Distribution | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00% | 0.00 | 4,500.00 |
| 02720 | ŭ , | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 100.00% | 0.00 | 2,500.00 |
| 02722 | | 225,000.00 | 225,000.00 | 0.00 | 0.00 | 225,000.00 | 100.00% | 0.00 | 11,250.00 |
| 02813 | Irrigation System | 30,000.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 5.00% | 28,500.00 | 75.00 |

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | E | F | G | | Н | 1 |
|--|------------------------------------|--------------|---------------------------------------|-------------------------|---------------------|------------------------------------|---------|--------------------|------------|
| Item | Description of Work | Scheduled | Work Com | pleted | Materials | Total | % | Balance | Retainage |
| No. | · | Value | From Previous Application (D+E) | This Period In Place | Presently Stored | Completed and Stored To Date | (G / C) | To Finish (C-G) | , |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| 02820 | Fence & Gates | 1,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 1,500.00 | 0.00 |
| 02900 | Exterior Planting | 90,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 90,000.00 | 0.00 |
| | SITEWORK Totals | 2,347,820.00 | 1,700,600.00 | 313,850.00 | 0.00 | 2,014,450.00 | 85.80% | 333,370.00 | 100,722.50 |
| Bill Group: | 03 CONCRETE | | | | | | | | |
| 03300 | Cast-in-Place Concrete | 598,944.00 | 598,944.00 | 0.00 | 0.00 | 598,944.00 | 100.00% | 0.00 | 29,947.20 |
| | CONCRETE Totals | 598,944.00 | 598,944.00 | 0.00 | 0.00 | 598,944.00 | 100.00% | 0.00 | 29,947.20 |
| Bill Group: | 04 MASONRY | | | | | | | | |
| 04200 | Unit Masonry | 225,000.00 | 211,500.00 | 0.00 | 0.00 | 211,500.00 | 94.00% | 13,500.00 | 10,575.00 |
| | MASONRY Totals | 225,000.00 | 211,500.00 | 0.00 | 0.00 | 211,500.00 | 94.00% | 13,500.00 | 10,575.00 |
| Bill Group: | 05 METALS | | | | | | | | |
| 05100 | Submittals | 14,750.00 | 14,750.00 | 0.00 | 0.00 | 14,750.00 | 100.00% | 0.00 | 737.50 |
| 05120 | Structural Steel Material | 217,452.00 | 217,452.00 | 0.00 | 0.00 | 217,452.00 | 100.00% | 0.00 | 10,872.60 |
| 05205 | Steel Installation, Joist, Decking | 312,384.00 | 312,384.00 | 0.00 | 0.00 | 312,384.00 | 100.00% | 0.00 | 15,619.20 |
| 05210 | Steel Joist - Material | 95,432.00 | 95,432.00 | 0.00 | 0.00 | 95,432.00 | 100.00% | 0.00 | 4,771.59 |
| 05300 | Steel Decking - Material | 100,700.00 | 100,700.00 | 0.00 | 0.00 | 100,700.00 | 100.00% | 0.00 | 5,035.00 |
| 05400 | Cold Formed Metal Framing | 248,461.00 | 248,461.00 | 0.00 | 0.00 | 248,461.00 | 100.00% | 0.00 | 12,423.05 |
| 05500 | Metal Fabrications | 222,452.00 | 222,452.00 | 0.00 | 0.00 | 222,452.00 | 100.00% | 0.00 | 11,122.60 |
| DUNCTURE CO. A. C. | Metal Column Covers | 186,000.00 | 23,125.00 | 0.00 | 0.00 | 23,125.00 | 12.43% | 162,875.00 | 1,156.25 |
| 05700 | Ornamental Metals | 100,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 100,000.00 | 0.00 |
| | METALS Totals | 1,497,631.00 | 1,234,756.00 | 0.00 | 0.00 | 1,234,756.00 | 82.45% | 262,875.00 | 61,737.79 |
| Bill Group: | 06 CARPENTRY | | | | | | | | |
| 06100 | Carpentry | 25,000.00 | 24,500.00 | 500.00 | 0.00 | 25,000.00 | 100.00% | 0.00 | 1,250.00 |
| l l | Sheathing | 37,000.00 | 37,000.00 | 0.00 | 0.00 | 37,000.00 | 100.00% | 0.00 | 1,850.00 |
| 06410 | Architectural Woodwork | 58,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 58,000.00 | 0.00 |

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | Е | F | G | | Н | Ĭ |
|-------------------|-------------------------------|------------|---------------------------|-------------------------|---------------------|-----------------------|---------|------------|-----------|
| Item | Description of Work | Scheduled | Work Cor | | Materials | Total | % | Balance | Retainage |
| No. | | Value | From Previous Application | This Period In Place | Presently Stored | Completed | (G / C) | To Finish | |
| | | | (D+E) | III Flace | Stored | and Stored To Date | | (C-G) | |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| 06614 | Quartz Solid Surface | 30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 30,000.00 | 0.00 |
| | CARPENTRY Totals | 150,000.00 | 61,500.00 | 500.00 | 0.00 | 62,000.00 | 41.33% | 88,000.00 | 3,100.00 |
| Bill Group: | 07 THERMAL & MOISTURE PROTE(| | | | | | | | |
| G. G. G. | | | | | | | | | |
| 07130 | Liquid Applied Air Barrier | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 100.00% | 0.00 | 2,000.00 |
| 07210 | Building Insulation | 24,000.00 | 22,080.00 | 1,440.00 | 0.00 | 23,520.00 | 98.00% | 480.00 | 1,176.00 |
| | Firestopping | 4,000.00 | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 30.00% | 2,800.00 | 60.00 |
| 07500 | Modified Bitumen Roofing | 223,954.00 | 199,319.06 | 0.00 | 0.00 | 199,319.06 | 89.00% | 24,634.94 | 9,965.95 |
| | Metal Roofing | 344,246.00 | 299,389.36 | 0.00 | 0.00 | 299,389.36 | 86.97% | 44,856.64 | 14,969.47 |
| 07800 | Roof Accessories | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00% | 0.00 | 25.00 |
| 07900 | Joint Sealers | 12,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 12,000.00 | 0.00 |
| | THERMAL & MOISTURE PROTECTION | 648,700.00 | 562,488.42 | 1,440.00 | 0.00 | 563,928.42 | 86.93% | 84,771.58 | 28,196.42 |
| Bill Group: | 08 DOORS AND WINDOWS | | | | | | | | |
| | | | | | | | | | |
| 5,000,000,000,000 | Steel Doors and Frames | 25,000.00 | 24,500.00 | 0.00 | 0.00 | 24,500.00 | 98.00% | 500.00 | 1,225.00 |
| 1 | Wood Doors | 28,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 28,000.00 | 0.00 |
| | Acoustical Doors | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 10,000.00 | 0.00 |
| | Submittals | 10,447.00 | 10,447.00 | 0.00 | 0.00 | 10,447.00 | 100.00% | 0.00 | 522.35 |
| i i | Interior Storefront System | 78,655.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 78,655.00 | 0.00 |
| | Exterior Storefront System | 188,670.00 | 143,389.20 | 24,527.10 | 0.00 | 167,916.30 | 89.00% | 20,753.70 | 8,395.83 |
| | Door Hardware | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 60,000.00 | 0.00 |
| | Glazed Aluminum Curtainwall | 291,640.00 | 0.00 | 18,105.00 | 16,890.99 | 34,995.99 | 12.00% | 256,644.01 | 1,749.80 |
| | Storefront Hardware | 50,588.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 50,588.00 | 0.00 |
| 08910 | Exterior Metal Wall Louvers | 5,000.00 | 0.00 | 4,500.00 | 0.00 | 4,500.00 | 90.00% | 500.00 | 225.00 |
| | DOORS AND WINDOWS Totals | 748,000.00 | 178,336.20 | 47,132.10 | 16,890.99 | 242,359.29 | 32.40% | 505,640.71 | 12,117.98 |
| Bill Group: | 09 FINISHES | | | | | | | | |
| 09220 | Portland Cement Plaster | 70,000.00 | 26,600.00 | 5,600.00 | 0.00 | 32,200.00 | 46.00% | 37,800.00 | 1,610.00 |
| 09260 | Gypsum Board System | 416,239.00 | 375,405.00 | 0.00 | 0.00 | 375,405.00 | 90.19% | 40,834.00 | 18,770.25 |

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | E | F | G | | Н | 1 1 |
|-------------|---|--------------|---------------------------------------|-------------------------|---------------------|------------------------------------|---------|--------------------|-----------|
| Item | Description of Work | Scheduled | Work Con | npleted | Materials | Total | % | Balance | Retainage |
| No. | | Value | From Previous Application (D+E) | This Period In Place | Presently Stored | Completed and Stored To Date | (G / C) | To Finish (C-G) | |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| | Tile Work | 70,000.00 | 0.00 | 62,300.00 | 0.00 | 62,300.00 | 89.00% | 7,700.00 | 3,115.00 |
| | Suspended Acoustical Ceilings | 161,300.00 | 0.00 | 61,294.00 | 0.00 | 61,294.00 | 38.00% | 100,006.00 | 3,064.70 |
| | Wood Grille Acoustical Wall Units | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 20,000.00 | 0.00 |
| | Resilient Tile Flooring | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 20,000.00 | 0.00 |
| | Carpeting | 80,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 80,000.00 | 0.00 |
| | Elastomeric Coatings | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 5,000.00 | 0.00 |
| | Sound Absorbing Ceiling Baffles & Light Fixture Units | 189,056.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 189,056.00 | 0.00 |
| 09900 | Painting | 160,000.00 | 73,600.00 | 30,400.00 | 0.00 | 104,000.00 | 65.00% | 56,000.00 | 5,200.00 |
| | FINISHES Totals | 1,191,595.00 | 475,605.00 | 159,594.00 | 0.00 | 635,199.00 | 53.31% | 556,396.00 | 31,759.95 |
| Bill Group: | 10 SPECIALTIES | | | | | | | | |
| 10165 | Toilet Partitions | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 10,000.00 | 0.00 |
| 10400 | Signage | 7,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 7,000.00 | 0.00 |
| | Exterior Building Signage | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 10,000.00 | 0.00 |
| 10522 | Fire Extinguishers & Cabinets | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00% | 0.00 | 150.00 |
| 10530 | Metal Canopies | 15,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 15,000.00 | 0.00 |
| 10650 | Operable Partitions | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 100.00% | 0.00 | 3,000.00 |
| 10800 | Toilet Accesories | 15,000.00 | 6,786.00 | 0.00 | 0.00 | 6,786.00 | 45.24% | 8,214.00 | 339.30 |
| | SPECIALTIES Totals | 120,000.00 | 69,786.00 | 0.00 | 0.00 | 69,786.00 | 58.16% | 50,214.00 | 3,489.30 |
| Bill Group: | 11 EQUIPMENT | | | | | | | | |
| 11050 | Library Equipment | 8,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 8,000.00 | 0.00 |
| | EQUIPMENT Totals | 8,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 8,000.00 | 0.00 |
| Bill Group: | 12 FURNISHINGS | | | | | | | | |
| | Window Shades | 18,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 18,000.00 | 0.00 |
| 12610 | Bike Racks | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 500.00 | 0.00 |
| 12670 | Entrance mats | 2,500.00 | 2,100.00 | 0.00 | 0.00 | 2,100.00 | 84.00% | 400.00 | 105.00 |

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | E | F | G | | н | ı |
|-----------------|-----------------------------------|--------------|---------------------------------------|--|---------------------|------------------------------------|---------|--------------------|-----------|
| Item | Description of Work | Scheduled | Work Cor | The second secon | Materials | Total | % | Balance | Retainage |
| No. | | Value | From Previous Application (D+E) | This Period In Place | Presently Stored | Completed and Stored To Date | (G / C) | To Finish (C-G) | |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| | FURNISHINGS Totals | 21,000.00 | 2,100.00 | 0.00 | 0.00 | 2,100.00 | 10.00% | 18,900.00 | 105.00 |
| Bill Group: | 15 MECHANICAL | | | | | | | | |
| 15050 | Submittals | 45,180.00 | 45,180.00 | 0.00 | 0.00 | 45,180.00 | 100.00% | 0.00 | 2,259.00 |
| 15400 | Plumbing | 71,950.00 | 71,950.00 | 0.00 | 0.00 | 71,950.00 | 100.00% | 0.00 | 3,597.50 |
| 15410 | Plumbing Rough-In | 126,850.00 | 126,850.00 | 0.00 | 0.00 | 126,850.00 | 100.00% | 0.00 | 6,342.50 |
| 15420 | Plumbing Fixtures | 51,200.00 | 45,918.00 | 0.00 | 0.00 | 45,918.00 | 89.68% | 5,282.00 | 2,295.90 |
| 15500 | Fire Protection System | 130,000.00 | 117,000.00 | 2,600.00 | 0.00 | 119,600.00 | 92.00% | 10,400.00 | 5,980.00 |
| 15600 | Ductwork | 402,995.00 | 338,515.80 | 20,149.75 | 0.00 | 358,665.55 | 89.00% | 44,329.45 | 17,933.28 |
| 15610 | Equipment | 478,810.00 | 478,810.00 | 0.00 | 0.00 | 478,810.00 | 100.00% | 0.00 | 23,940.50 |
| 15620 | Controls and Trim | 117,015.00 | 29,253.75 | 0.00 | 0.00 | 29,253.75 | 25.00% | 87,761.25 | 1,462.69 |
| | MECHANICAL Totals | 1,424,000.00 | 1,253,477.55 | 22,749.75 | 0.00 | 1,276,227.30 | 89.62% | 147,772.70 | 63,811.37 |
| Bill Group: | 16 ELECTRICAL | | | | | | | | |
| 16010 | Electrical General Requipments | 11,500.00 | 9,315.00 | 460.00 | 0.00 | 9,775.00 | 85.00% | 1,725.00 | 488.75 |
| 16100 | Basic Materials & Methods | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00% | 0.00 | 250.00 |
| 16200 | Electrical Site Underground | 100,821.00 | 96,001.76 | 0.00 | 0.00 | 96,001.76 | 95.22% | 4,819.24 | 4,800.09 |
| 16300 | Electrical Wall Rough-in | 356,818.00 | 285,454.34 | 0.00 | 0.00 | 285,454.34 | 80.00% | 71,363.66 | 14,272.72 |
| 16400 | Electrical Service & Distribution | 111,000.00 | 77,702.38 | 2,217.62 | 0.00 | 79,920.00 | 72.00% | 31,080.00 | 3,996.00 |
| | Electrical Lighting Fixtures | 280,000.00 | 0.00 | 14,000.00 | 0.00 | 14,000.00 | 5.00% | 266,000.00 | 700.00 |
| 2 05 Mare 120 I | Electrical Trim Out | 45,361.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 45,361.00 | 0.00 |
| 1 | Electrical Special Sytems | 40,600.00 | 18,001.70 | 2,704.30 | 0.00 | 20,706.00 | 51.00% | 19,894.00 | 1,035.31 |
| 1 | Fire Alarm Systems | 57,500.00 | 14,950.00 | 2,300.00 | 0.00 | 17,250.00 | 30.00% | 40,250.00 | 862.50 |
| | Communication System | 37,600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 37,600.00 | 0.00 |
| 16800 | Sound & Video | 152,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 152,800.00 | 0.00 |
| | ELECTRICAL Totals | 1,199,000.00 | 506,425.18 | 21,681.92 | 0.00 | 528,107.10 | 44.05% | 670,892.90 | 26,405.37 |
| Bill Group: | 30 OCO 001 | | | | | | | | |
| 30000 | Owner Change Order No. 001 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 1725-13

Contract: 1725. St. Bernard Parish Public Library

Application No.:

13

Application Date: 10/31/24

To: 10/31/24

| Α | В | С | D | E | F | G | | Н | ı |
|-------------|---|--------------------|---------------------------|------------|------------------------|-----------------------|--------------|----------------------|------------|
| Item No. | Description of Work | Scheduled Value | Work Cor From Previous | | Materials Presently | Total Completed | % (G / C) | Balance To Finish | Retainage |
| | | | Application (D+E) | In Place | Stored | and Stored To Date | , | (C-G) | |
| | | | | | (Not in D or E) | (D+E+F) | | | |
| | PCO #001 Delete double book drop & media drop off chute | -2,011.00 | -2,011.00 | 0.00 | 0.00 | -2,011.00 | 100.00% | 0.00 | -100.55 |
| | PCO #002-R1 Modif transformer pad & new dumpster foundation | 16,681.00 | 16,681.00 | 0.00 | 0.00 | 16,681.00 | 100.00% | 0.00 | 834.05 |
| | PCO #003 Provide 120V power to the power supply per PRN 004 | 2,028.00 | 2,028.00 | 0.00 | 0.00 | 2,028.00 | 100.00% | 0.00 | 101.40 |
| | PCO #005 Credit for eliminating work @ existing catch basin | -4,468.00 | -4,468.00 | 0.00 | 0.00 | -4,468.00 | 100.00% | 0.00 | -223.40 |
| | PCO #006 Add Schluter Cove Base; Change CW-C to PT-1 | 6,631.00 | 0.00 | 6,631.00 | 0.00 | 6,631.00 | 100.00% | 0.00 | 331.55 |
| | PCO #007 Credit for changing rigid conduit to PVC | -40,888.00 | -40,888.00 | 0.00 | 0.00 | -40,888.00 | 100.00% | 0.00 | -2,044.40 |
| 30070 | PCO #008 Single roller shades in Room 121& 140 per RFI #13 | 6,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 6,450.00 | 0.00 |
| | OCO 001 Totals | -15,577.00 | -28,658.00 | 6,631.00 | 0.00 | -22,027.00 | 141.41% | 6,450.00 | -1,101.35 |
| Bill Group: | 31 OCO #002 | | | | | | | | |
| 30080 | Owner Change Order No. 002 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | PCO #010R3 RFC 005 includes credit 10650 Operable Paritition | -16,638.83 | -16,638.83 | 0.00 | 0.00 | -16,638.83 | 100.00% | 0.00 | -831.94 |
| 30100 | PCO #012 RFI #23 Add transom to HM Door Frame 138 | 1,589.00 | 1,589.00 | 0.00 | 0.00 | 1,589.00 | 100.00% | 0.00 | 79.45 |
| | PCO #016 Roof penetration sterel framing on the low roof | 1,885.00 | 1,885.00 | 0.00 | 0.00 | 1,885.00 | 100.00% | 0.00 | 94.25 |
| | PCO #017R1 PR 006 Modifications to storm drain system | 41,797.00 | 41,797.00 | 0.00 | 0.00 | 41,797.00 | 100.00% | 0.00 | 2,089.85 |
| | OCO #002 Totals | 28,632.17 | 28,632.17 | 0.00 | 0.00 | 28,632.17 | 100.00% | 0.00 | 1,431.61 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Grand Totals | 11,783,055.17 | 8,287,515.16 | 603,502.65 | 16,890.99 | 8,907,908.80 | 75.60% | 2,875,146.37 | 445,395.45 |

RELEASE OF LIEN

THE UNDERSIGNED Lienor/Claimant, upon receipt of payment in the amount of \$589,373.95 from the St. Bernard Parish Government (Project Owner) does hereby on its own behalf and on behalf of its heirs, assigns and successors freely, knowingly, intentionally and without any undue influence whatsoever, release and forever discharge Project Owner and any of its sureties under any applicable surety bond and further does hereby waive, release, and forever discharge the following described property:

St. Bernard Parish Government, New Public Library 3121 E. Judge Perez Drive, Meraux, LA 70075

(The Property), from any claim, demand, lien and claim of lien by Lienor/Claimant arising out of or by reason of Lienor/Claimant having directly or indirectly, furnished labor, materials, services and/or supplies incorporated or to be incorporated into the Property, through the period of October 31, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th Day of November 2024.

Gibbs Construction L.L.C.

BY:

PUBLIC PARISH

Brian Bertucci, V.P.

Subscribed and sworn to before me this

1/00

1

INVOICE



REMIT TO:

YKK AP America Inc.

Invoice

P.O.Drawer 100497 Atlanta, Georgia 30384-0497

Phone: (678) 838-6000

FAX: (678) 838-6001

Invoice Date

Page

Date Shipped 10/12/24 Packing Slip # 647069-02 **Customer PO Number** YKK Order# 35214 647069 10/12/24 YKK Quote No. Job Name Facility Shipped From Customer# 10-0558-23 ST BERNARD PARISH - CURTAINWALL Dublin, Georgia W/H 44905

B GLASSMAN/ST.BERNARD PARISH NEW GLASSMAN/ST.BERNARD PARISH NEW 1 H L 8417 PARC PLACE 1 8417 PARC PLACE CHALMETTE CHALMETTE L USA 70043 LA LA USA 70043 Т T Q O

Br 10 Salesperson: Unassigned

Shipped Via:

Broker Carrier

| | | _ | 3 | | | | | |
|----------|----|----------------|-----------------------|--------|------------------|--------|----------------|----------------|
| Quantity | UM | Item Number | Description | | Qty Ship | Qty BO | List Price Ea. | Extended Price |
| 1 | EΑ | E91253YS1N2400 | FLUSH FILLER | | 1 | | | |
| 75 | EA | E93183YS1N2400 | VERTICAL MULL: | ION | 5 | | | |
| 22 | EA | E11207 | MULLION ANCHOR | 2 (3-3 | 3 22 | | | |
| 8 | EA | E11232 | JAMB "F" END A | ANCHOR | 8 5 | | | |
| 3 | BX | E11286 | MULLION END CA | łЬ | 3 | | | |
| 3 | BX | E13503 | SHEAR CLIP | | 3 | | | |
| 2 | BG | E20102 | JOINT PLUG FOR | 2 1" (| 2 | | | |
| 2 | BG | E20104 | SETTING BLOCK | 1" GI | | | | |
| 2 | BX | E20105 | SIDE BLOCK 1" | GLAZ] | 2 | | | |
| 3 | BX | E20120 | GLAZING GASKET | | 2 3 3 9 | | | |
| 3 | RL | E20239 | TAPE 1/8"x3/8' | | 3 | | | |
| 3 | BX | FC1212 | #12 X 3/4 FHP7 | CS TY | 3 | | | |
| 14 | BX | FC1220 | #12 X 1-1/4" H | | 14 | | | |
| 5 | BX | FC1410 | #14 X 5/8" FHS | | 5 | | | |
| 6 | BX | HD2516W3SS | $FST 1/4-20 \times 1$ | | 1 6 | | | |
| 14 | BX | HF2510W1 | #1/4-20 X 5/8 | | 14 | | | |
| 1 | BX | PC0806 | #8-32 X 3/8" E | | 1 | | | |
| 5 | BX | PC1010 | #10 X 5/8" PHE | PMS | 1 5 3 | | | |
| 3 | BX | E13001 | SHEAR CLIP | | 3 | | | |
| 23 | | E13003 | MULLION T-ANCH | IOR | 23 | | | |
| 10 | | E13004 | F-ANCHOR | | 10 | | | |
| 35 | EA | E13006 | ANCHOR SLEEVE | | 35 | | | |
| | | | | | | | | |

** Continued **

| | | | Net Amount | ****** |
|------|------|-------------------|---|--------|
| TERM | S: | | | |
| | | | Freight for this Invoice | |
| | | | Tax for this Invoice | |
| LB\$ | Ctns | Bill of Landing # | | |
| | | | Total Amount of Invoice to be paid in US Dollar | |
| | | Saa ray | ree side for Terms and Conditions | |

ORIGINAL



REMIT TO:

YKK AP America Inc.

Invoice

P.O.Drawer 100497 Atlanta, Georgia 30384-0497

Phone: (678) 838-6000

FAX: (678) 838-6001

Page 2 Invoice Date

Customer PO Number Packing Slip # 647069-02 Date Shipped YKK Order# 35214 10/12/24 647069 10/12/24 YKK Quote No. Job Name Facility Shipped From Customer# 10-0558-23 ST BERNARD PARISH - CURTAINWALL Dublin, Georgia W/H 44905

B GLASSMAN/ST.BERNARD PARISH NEW GLASSMAN/ST.BERNARD PARISH NEW 1 Н L 8417 PARC PLACE 1 8417 PARC PLACE CHALMETTE P L CHALMETTE USA 70043 LA LA USA 70043 T T O 0

Br 10 Salesperson: Unassigned

Shipped Via:

Broker Carrier

| | | | - | | | . Commence of the commence of | | |
|----------|----|-------------|-----------------------|--------|-------------|---|----------------|----------------|
| Quantity | UM | Item Number | Description | | Qty Ship | Qty BO | List Price Ea. | Extended Price |
| 3 | ВХ | E13009 | SPLICE SLEEVE | FOR C | 3 | | | |
| 8 | BX | E13010 | MULLION END CA | ΑP | 8 | | | |
| 1 | BX | E13011 | MULLION END CA | 4b | 1 | | | |
| 5 | BX | E13032 | CONC FASTNRS S | SHEAR | 5 | | | |
| 210 | EA | E13033 | ANCHOR SLEEVE | | 210 | | | |
| 60 | EA | E13034 | MULLION T ANCH | IOR . | 60 | | | |
| 27 | EA | E13035 | F-ANCHOR | | 27 | | | |
| 33 | EA | E13037 | SPLICE SLEEVE | | 33 | | | |
| 12 | EA | E13038 | T-ANCHOR | | 12 | | | |
| 2 | EA | E13039 | T-ANCHOR | | | | | |
| 3 | BX | E13040 | SHEAR BLCK F/F | IEAD & | 2 3 | | | |
| 8 | BX | E20353 | GLAZING SPACER | 2 | 8 | | | |
| 10 | BG | E20355 | END DAM YHC300 | O.G. | 10 | | | |
| 2 | BG | E20358 | END DAM PLUG | SINGL | 2 | | | |
| 8 | BX | E20379 | EXT/INT GASKET | | 2 8 2 | | | |
| 2 | BX | E20380 | GASKET FOR 1" | & 1/4 | 2 | | | |
| 25 | RL | E20386 | TAPE $1/4$ "x3/8" | x351 | 25 | | | |
| 1 | BG | E20537 | 1/8" X 1/2" SI | DE BL | 1 | | | |
| 9 | BG | E20611 | SETTING BLOCK | | 9 | | | |
| 1 | BG | E20623 | KB SETTING BLO | CK | 9 1 | | | |
| 1 | BX | FF0808 | #8-32 X 1/2" F | PH TC | 1 | | | |
| 40 | BX | HD2520W3SS | $1/4-20 \times 1-1/4$ | "HWHM | 40 | | | |

** Continued **

| | | | Net Amount | ******** |
|------|-----------|-------------------|---|----------|
| TERM | <u>S:</u> | | | |
| | | | Freight for this invoice | |
| | | | Tax for this Invoice | |
| LBS | Ctns | Bill of Landing # | | |
| | | | Total Amount of Invoice to be paid in US Dollar | |

See reverse side for Terms and Conditions ORIGINAL

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale are incorporated by reference in and made a part of all the quotations and/or contracts for the sale of products of YKK AP America Inc. No other terms, conditions, or warranties (implied or expressed), and no understanding or agreement purporting such change, quotation and/or contract in any way will be binding on YKK

- Terms of Payment: Unless otherwise expressly provided, all payments are net 45 days from date of invoice. 1% cash discount will apply if paid within 30 days from date of invoice. No cash discount will be allowed after 30 days from invoice date or on any customer account where a past due belance exists, No cash discounts will be allowed for C.O.D.
- Financial Responsibility: If in the Seller's judgement the Buyer's financial conditions do not justify shipment on normal credit terms, Seller may require full or partial payment in advance. After the goods are shipped the Buyer will pay to Seller the amount of the Invoice in accordance with the terms of payment stelled thereon. Invoices past due sixty (60) days from date of invoice will be charged a late payment charge of 1-1/2% of invoice amount per month on the past due amount not to exceed 18% annually or the maximum interest allowed by state or federal law whichever is less. After the invoice is issued, if in the Seller's judgement Buyer's financial condition in any way becomes impaired or jeopardized, the invoice shall become due and payable in full at once. Except where expressly prohibited by law, Buyer will, in the event of default, pay Setler's cost of collecting the amount due including court costs and reasonable attorney fees. C.O.D. shipments by common cerrier or factory pickups may be paid for by cesh in advance, money order or ceshier's check. YKK AP shall, provided, in the case of accounts with an invoice of thirty (30) days past due (90 days from invoice date), have the right to suspend or terminate delivery and/or work on the project until financial or credit arrangements for, or assurance of, payment by Buyer to YKK AP have been arranged to the satisfaction of YKK AP, without any penalty or liability to YKK AP.
- Prioring: Priors given herein are list prices, unless otherwise specified, and are subject to discounts provided at the time the order is received. All prices and discounts are subject to change without notice. Inventory adjustments will not be made. Stenographic and clerical errors made by YKK AP on an acknowledgement or invoice shall be subject to correction within 30 days. In the event of a price decrease or increase, orders on hand will be involced at the price in effect when the order was received; provided, however, that shipment may be made at YKK AP's convenience thereafter. In the event a discrepancy arises between the index and the body of the price catalog, the information contained in the body of the catalog will take precedence.
- Taxes: In addition to the price, the Buyer agrees to pay Seller the amount of any sales, occupation, excise or similar tax applicable to the transaction. List price and quotes do not include applicable taxes unless specifically stated.
- Order Acceptance: Terms are subject to the approval of the credit of the Buyer by YKK AP, with respect to his obligation for payment. Orders or agreements are contingent upon strikes, fires, delay by carriers, or causes beyond the control of YKK AP. Telephone orders must be confirmed in writing within 10 days, YKK AP assumes no responsibility for errors in phone orders, unless written confirmation is received prior to processing. Custom size doors, custom fabricated doors and/or custom fabricated framing systems will not be roogspad until written confirmation or verified sketches are received.
- Cancellation Charges: Order(s) for products fabricated specifically to Buyer's dimensions or where special materials or services are procured by YKK AP for use in Buyer's orders. or where draffing or take-off services have been performed, will be subject to cancellation charges at levels commensurate with the normal value of the products or services. In the event of order cancellation there shall be a minimum cancellation charge of \$50.00 on stock orders and in the case of custom orders, Buyer shall reimburse YKK AP costs incurred including, but not limited to materials, engineering, labor and normal overhead.
- Force Majeure: YKK AP shall not be liable for any delays or inability to perform due to strikes, fire, flood, war, declared or undeclared, insurrections, riots, acts of God, embargoes by foreign nations, inability to obtain materials, shortages of power needed to operate plants, governmental regulations or priorities, or any other cause beyond the control of YKK AP. In cases of any delays in receipt of materials or shortage of power needed to operate plants, YKK AP reserves the right in its sole discretion to determine the essignment of materials, and the order of priority in filling orders. YKK AP also reserves the right in its sole discretion to cancel orders by written notice in the event it believes that by reason of the foregoing it will not be able to meet the scheduled completion date. All orders accepted are subject to governmental regulations on materials usage wherever applicable. Laws and building codes governing the design and use of glazed entrance, window, and curtain wall products very widely. YKK AP does not control the selection of product configurations,
- operating hardware or glazing materials, and assumes no responsibility therefor.

 Returned Materials: YKK AP will not accept any products returned to YKK AP unless such return has been previously authorized in writing. Products returned under such authority will be subject to inspection. If found saleable without reconditioning or further work, credit will be issued in the amount on invoice less a handling charge of 20% or \$100.00. whichever is greater. No credit will be issued for returned products feiling to pass inspection, for products produced to order (including all special finish or non-stocked items), or for products received more than thirty (30) days after the date on YKK AP's R.M.A. (Returned Material Authorization) form. All shipping charges for returns are the responsibility of the
- Freight Charges and Risk of Loss: Unless stated otherwise, all items (including back orders) are shipped F.O.B. YKK AP shipping point. Prices do not include freight to
- Program that put all the results and the results and the results and the results are shipped freight collect; Buyer shall be are responsibility for damages or losses. Where freight is prepaid (freight allowed on quotations) buyer still bears responsibility for noting any damages or losses and filing of freight claims with the appropriate shipper.

 Payment for Stored Materials: Work in progress and/or work properly completed, ready for delivery to the Buyer, and stored by YKK AP per Buyer's request will be subject to slorage charges, and invoiced a monthly storage fee. Risk of loss will pass to the Buyer upon passege of title as provided in paragraph Freight Charges and Risk of Loss. Special materials or products required to be purchased in advance in order to meet delivery schedules, even though not incorporated into the product, will be inventoried and invoiced monthly as described in paragraph Terms of Payment. Until paid for by Buyer, said materials shall remain the property of YKK AP.

 Payment in Event of a Disruption: In the event of suspension, termination or cancellation of orders by Buyer, for any reason whatsoever, or any portion of orders, YKK AP shall
- be entitled to payment from the Buyer for all products manufactured and/or sold by YKK AP, for those orders including materials costs and overhead, not previously involced as well as reasonable engineering, mobilization and other costs incurred prior to the suspension, termination or cancellation. Further, in the event of suspension, Buyer shall be responsible for YKK AP's expenses, including overhead and other costs that are attributed to the job during the term of the suspension. During the partod of suspension, YKK AP will charge a
- 12. Claims: Claims for defects in materials or workmanship, shortages or other errors, will not be considered unless reported within 10 working days of receipt of shipment. Damages or shortages reported after this period will be reordered and/or refabricated at Buyer's expense. It corrective field labor is necessary due to materials or dimensional discrepancies, prior approval must be obtained from YKK AP.
- Quotations: Written quotations are valid for 60 (sixty) days, unless stated otherwise on the quotation, and provided the initial shipment of materials is made prior to 180 days from
- 14. Shop Drawings: Shop drawings can be provided for YKK AP products. Consult factory for price and lead times. YKK AP will provide one sepia and five sets of prints with each aubmission. Additional copies will be invoiced at \$5.00 nat per sheet. If extensive revision is required on the drawings, additional costs may be incurred by the Buyer. No work will be performed by YKK AP nor will production be scheduled until approved shop drawings for production and/or fabrication have been received by YKK AP. Any change made after approved shop drawings are received by YKK AP and/or products have been in progress and/or produced, will be subject to additional charges to the Buyer.
- Changes: All changes in specifications, drawings, terms, delivery or any other matter requested by the Buyer shall be in writing and must be approved in writing by YKK AP. Any
- change affecting products already in progress and/or produced, will be subject to additional charges to the Buyer.

 Indemnification: If any products shall be manufactured by YKK AP to meet Buyer's specifications which are not part of YKK AP's standard product line, Buyer shall indemnify and hold harmless YKK AP against all suits in law or in equity, and from all damages, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any sults or actions which may be brought against YKK AP for any alleged infringement because of the manufacture or sale of any such products.
- Tools and Dies: Charges made for tools and dies do not convey title or right to remove them from YKK AP's factory. Any equipment (including jigs, dies, and tools but excluding patterns) which YKK AP constructs or acquired specifically for use in the products for the Buyer chall remain the property of end in possession and control of YKK AP, and any charges to the Buyer therefore under this order shall entitle Buyer only to the use of such equipment under the subject order. YKK AP reserves the right to dispose of dies and/or tools after a 3 year period.
- Substitution: YKK AP reserves the right to substitute standard hardware and/or accessory parts, standard hardware location, and standard fabrication at any time, as YKK AP
- Hardware Supplied by Others (Preparation only by YKK AP): Expending hardware will be the responsibility of the purchaser. Any defects related to hardware by others will be resolved by the Buyer and the hardware supplier. Hardware must be shipped to YKK AP and must be in our factory before scheduling production. Whenever it is imprectical to ship the hardware to YKK AP's designated production facility. Seller will not assume any liability for improper fitting hardware when we machine from templates. Such requests to machine from templates must be in writing and templates must be furnished by the hardware supplier. Hardware must fit door frames without alterations. Incorrect, faulty or damaged hardware that is sent in to use, which may require repairs or alterations by us will be charged accordingly. Aluminum is normally used for reinforcing items such as butts, intermediate pivots, etc. For steel or stainless steel reinforcing, consult the factory for prices. All mortises for butt hinges, lock strikes, etc., will have round or radiused corners. YKK AP will grind off the square corners on hardware sent in to use to apply. If any one piece of hardware is sent in to be used as a template for several identical pieces, it will be the responsibility of the customer to grind the corners off to fit our mortise outquis at no expense to YKK AP. YKK AP will not prep for herdware recommended for field application, such as penic latches, by the manufacturer.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with The Commercial Rules then pertaining of the American Arbitration Association. Any award of the arbitrators when made and executed by them pursuant hereto, shall be final and binding and enforceable in any court of competent jurisdiction in the same manner as any other judgement of said court.









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