



25202 SOLICITATION TABLE OF CONTENTS

GIRARD HALL – HVAC MODIFICATIONS (SYSTEMS 4 AND 5)

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BID/SOLICITATION TITLE: GIRARD HALL HVAC MODIFICATIONS SYSTEMS 4 AND 5  
 BID/SOLICITATION FILE NUMBER: 25202  
 BUYER OF RECORD: MARY BOREL  
 PROJECT MANAGER (Site Visits): PHILLIP J. DUPLECHIN (337) 254-6868

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE GIRARD HALL HVAC MODIFICATIONS SYSTEMS 4 AND 5, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, IN LAFAYETTE, LOUISIANA.

#### GENERAL SCOPE OF WORK

1. Demolition of existing HVAC Systems 4 & 5 and associated controls, wiring, refrigerant piping systems, VRF Outdoor Units, VRF Indoor Units, etc.
2. Installation of new HVAC Systems 4 & 5 and associated controls, wiring, refrigerant piping systems, VRF Outdoor Units, VRF Indoor Units, etc.

#### COMPLIANCE TO SCHEDULE/LIQUIDATED DAMAGES

DUE TO THE IMPORTANCE OF THE SCHEDULE, LIQUIDATED DAMAGES IN THE AMOUNT OF **ONE HUNDRED DOLLARS (\$100.00)** PER DAY WILL BE ASSESSED FOR EVERY CALENDAR DAY THAT THIS PROJECT IS NOT COMPLETE BEYOND **TWO HUNDRED EIGHTY (280) DAYS** OF THE NOTICE TO PROCEED.

#### BID SECURITY REQUIREMENTS

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order\*, Certified Check\* or Cashier's Check\*. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the 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 printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works Project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials payment Bond in an amount equal to one hundred percent (100%) of the contract amount.

Bid security in the form of a Bank Money Order, Certified Check or Cashier's Check shall be scanned and included with the bid submission (front and back) and the original must be mailed to and received no later than 3 business days after the bid opening.

University of Louisiana at Lafayette, Purchasing Office  
 PO Box 40197  
 Lafayette, LA 70504-0197

#### LOUISIANA CONTRACTORS LICENSE REQUIREMENTS

Contractors or contracting firms submitting bids in the amount of \$10,000.00 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes 1950 and show their license number ~~on the front of the sealed envelope in which their bid is enclosed~~ in the subject line of the email submission. Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 in the following classification: **MECHANICAL CONSTRUCTION**. Bids in

the amount of \$10,000.00 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this Project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days after the opening of bids.

#### **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

#### **BUSINESS HOURS**

Please send all correspondence electronically or through USPS. In-person delivery of document(s) will NOT be accepted. Business hours are Monday through Thursday, 7:30 am to 11:45 am, 12:30 pm to 5:00 pm, and Friday, 7:30 am to 12:30 pm. The Purchasing Office will be closed during Federal, State and University holidays. It is the responsibility of the prospective bidder to be aware of such closures.

Please note that courier services such as UPS, FedEx, and DHL will be **UNABLE to deliver to the Purchasing Office**. See *Guidelines for Electronic Submission of Bids and Virtual Bid Openings in this solicitation for more detailed information*.

In providing this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

#### **SITE VISIT/CONTACT INFORMATION**

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction, and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact the Project Manager listed on page 1 of these specifications.

#### **TAX RELATED INFORMATION**

It is the responsibility of the prospective bidder to pay taxes on materials purchased for this project. The University of Louisiana at Lafayette is a tax-exempt State Agency. However, that tax exempt status does not transfer to its contractors, subcontractors, suppliers, or vendors for their use.

**Guidelines for Electronic Submission of Bids and Virtual Bid Openings**

The Purchasing Department at the University of Louisiana at Lafayette has suspended in-person attendance at public bid openings. All tasks associated with sealed bids and corresponding bid openings will be completed electronically to the greatest extent possible. USPS Mail bid submittals, faxed submittals, and In-person delivery of bids at the Purchasing Office ARE NO LONGER ACCEPTED.

BID SUBMITTALS: This information applies to competitive sealed bids. Bidders shall submit proposals by EMAIL ONLY.

**Electronic submittal**

Bidders must submit bids electronically containing the mandatory information detailed in the bid specifications to be considered for the bid award. Without exception, the bid must be received at [ULLafayetteBids@louisiana.edu](mailto:ULLafayetteBids@louisiana.edu) on or before the date and time specified as its deadline. Bidders e-mailing their bids must allow sufficient time to ensure receipt of their proposal by the time specified. The timestamp recorded in the email acknowledgement shall be the official time of the submission.

The electronic submittal must contain the following information in the Subject Line:

File Number

Company Name

LA Contractor's License No. (if applicable)

- If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller email messages with "Part 1 of\_\_" included at the end of each original Subject Line (e.g. File No. 22200 – ABC Contractors, License No. 12345, Part 1 of 3).
- The University assumes no responsibility for assuring accurate/complete e-mail transmission and receipt. The responsibility lies solely with each bidder to ensure their submission is received at the specified email address prior to the deadline. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) shall not be considered.
- Bids advertised on LAPAC will show a solicitation file number formatted like 50011-ULLAF#####. It is only necessary to include the last five (5) digits of that number in the Subject Line of the email.
- Bid submissions including all required documents shall be submitted in .pdf format only. Submissions that include a link to a third-party website to retrieve the bid and other submitted documents shall not be considered.

**Bid Submissions for Public Works/Construction**

In addition to the above, the following applies to Title 38 Public Works electronic bid submittals.

The bidder must sign electronically or submit a scanned signature on the Louisiana Uniform Public Works Bid Form.

As stated on the Louisiana Uniform Public Works Bid Form, a corporate resolution or written evidence of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5) shall be enclosed, if your business is a corporation.

Bid submittal shall include security equal to 5% of bid. bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order\*, Certified Check\* or Cashier's Check\*.

\*Bid security in the form of a Bank Money Order\*, Certified Check\* or Cashier's Check\* shall be accepted as bid security when submitting bids electronically if both the front and back of the bid security is scanned and included with the bid submission.

The hard copy of that document must be received no later than three (3) business days after the bid opening at:

University of Louisiana at Lafayette Purchasing Office

PO Box 40197

Lafayette, LA 70504-0197

Louisiana Contractor's License Number shall be in the subject line of the bid for ALL bids greater than or equal to \$50,000.00. Bids for Plumbing/Electrical/Mechanical Work greater than or equal to \$10,000.00 shall disclose the Louisiana Contractor's License Number in the Subject Line.

Asbestos Abatement bids exceeding \$1.00 shall disclose the Louisiana Contractor's License Number in the Subject Line.

### **Bid Openings**

Bid openings will continue to be open to the public, conducted virtually using Zoom. To ensure an accurate list of attendees, parties interested in viewing the opening must register for the meeting.

END OF SECTION

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### **VENDOR CHECK LIST**

#### **REQUIRED FORMS/ITEMS UPON BID SUBMISSION**

- \_\_\_\_\_ Solicitation File Number in Subject Line of email
- \_\_\_\_\_ Louisiana Contractor's License Number (If Applicable) in Subject Line of email
- \_\_\_\_\_ Company Name in Subject Line of email
- \_\_\_\_\_ Louisiana Uniform Public Works Bid Form
- \_\_\_\_\_ Acknowledgement of Any Addenda on the Bid Form
- \_\_\_\_\_ Bid Security Equal to 5% of Bid
- \_\_\_\_\_ If company bidding is a corporation, Corporate Resolution or written evidence of authority of person signing the bid for the public work (See *\*\*annotation on Louisiana Public Work Bid Form.*)

#### **REQUIRED AFTER BID OPENING/UPON BID AWARD**

- \_\_\_\_\_ Attestation Affidavit (LOW BIDDER, WITHIN 10 DAYS OF BID OPENING)
- \_\_\_\_\_ Non-Collusion Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- \_\_\_\_\_ Disclosure of Ownership Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- \_\_\_\_\_ Performance and Payment Bond (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Certificate of Recordation of Contract and Bonds
- \_\_\_\_\_ Clear Lien Certificate
- \_\_\_\_\_ Registration in PaymentWorks (UL Lafayette's vendor management system)

#### **FORMS REQUIRED FOR WORKING AT THE NEW IBERIA RESEARCH CENTER AFTER BID OPENING**

- \_\_\_\_\_ Enhanced Security Screening Notification and Authorization Form
- \_\_\_\_\_ Confidentiality Agreement

### **CONTACT INFORMATION**

**ELECTRONIC BID SUBMISSIONS (ONLY)** *Do not email questions about the bid to this email address.*

[ULLafayetteBids@louisiana.edu](mailto:ULLafayetteBids@louisiana.edu)

Be sure to include the solicitation number, company name and Louisiana contractor's license number (if applicable) in the subject line.

***Do not*** send your submission to any other University email address.

### **QUESTIONS/CONCERNS ABOUT SPECIFICATIONS**

**INCLUDE BID NUMBER AND COMPLETE BID NAME IN THE SUBJECT LINE OF THE EMAIL**

[bidquestions@louisiana.edu](mailto:bidquestions@louisiana.edu)

***Do not*** email bid submissions to this address.

To contact Purchasing by phone: 337.482.9051.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** University of Louisiana at Lafayette  
Purchasing Office, Martin Hall Room 123  
104 University Circle  
PO Box 40197, Lafayette, LA 70504  
*(Owner to provide name and address of owner)*

**BID FOR:** Girard Hall HVAC Modifications Systems 4 and 5  
Bldg: Girard Hall  
File No.: 25202  
*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: University of Louisiana at Lafayette and dated: February 4, 2025  
*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_ .

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO: University of Louisiana at Lafayette**  
**Purchasing Office, Martin Hall, Room 123**  
**104 University Circle**  
**PO Box 40197, Lafayette, LA 70504**

*(Owner to provide name and address of owner)*

**BID FOR: Girard Hall HVAC Modifications Systems 4 and 5**  
**Bldg: Girard Hall**  
**File No.: 25202**

*(Owner to provide name of project and other identifying information)*

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

**Wording for "DESCRIPTION" is to be provided by the Owner.**

**All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.**

## ATTESTATIONS AFFIDAVIT – PAGE 1 OF 2

**GIRARD HALL -HVAC MODIFICATIONS (SYSTEMS 4 AND 5)**      **25202**  
 Name of Project      Project No.

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

- B. Within the past five years from the Project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA.R.S.38:2212.10 Verification of Employees**

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.





NON-COLLUSION AFFIDAVIT - PAGE 1 OF 1

STATE OF \_\_\_\_\_

[ ] PARISH OF \_\_\_\_\_

[ ] COUNTY OF \_\_\_\_\_

AFFIDAVIT ATTESTING THAT PUBLIC  
CONTRACT WAS NOT NOR WILL BE  
SECURED  
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENCE, that a public contract is contemplated between

University of Louisiana at Lafayette and  
\_\_\_\_\_

represented by (print or type) \_\_\_\_\_ attest

s that s/he is empowered and authorized to execute said documents.

FURTHER, (signature) \_\_\_\_\_, who being duly sworn, does depose and attest that:

- 1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or Project or in securing the public contract wherein the regular course of their duties for affiant; and
- 2) That no part of the contract price received by affiant was paid or will be paid to any person, Corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or Project were in the regular course of their duties for affiant.

BEFORE ME, the representing authority, personally appeared, who being duly sworn, deposes and states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Special Requirements Specific to the New Iberia Research Center

MEDICAL REQUIREMENTS

The Contractor shall have all on-site technicians/crew members provide proof of Measles immunization or positive Measles Titer to the Center representative prior to entering the Facility. The Contractor shall also supply proof of a negative TB test every 6 months for all on-site technicians/crew members for the duration of the Contract. Failure to supply appropriate medical documentation will restrict the technician(s)/crew member(s) from entry onto the Center premises until such time as the requirements are satisfactorily met. In addition, technicians/crew members shall be in overt good health with no signs of infectious disease to include fever, respiratory disease, gastrointestinal dysfunction, or cold sores.

CONFIDENTIALITY AGREEMENT

Employees of all Contractors associated with the project shall acknowledge, and sign attached CONFIDENTIALITY AGREEMENT” and submit with each Enhanced Security Screening Notification and Authorization Form for approval by the New Iberia Research Center Administration.

There will be no grace period for the performance of the medical requirements.

ENHANCED SECURITY CLEARANCE (CONTRACTORS):

The Contractor shall have all technicians/crew members submit to an Enhanced Security Clearance screening, prior to granting the individual access to the University of Louisiana at Lafayette’s New Iberia Research Center’s (NIRC) Facility. Contractor shall fill out in detail the attached “UNIVERSITY OF LOUISIANA AT LAFAYETTE NEW IBERIA RESEARCH CENTER – Enhanced Security Screening Notification and Authorization Form.” All forms must be hand delivered to 4401 W. Admiral Doyle Drive, New Iberia La. 70560, Building 34 Receptionist in large envelope marked with company name. All information to be hand delivered all at once prior to pre-construction meeting.

Refer to attached *Enhanced Security Screening Notification and Authorization Form*. Make sure all fields are filled out. If mandatory fields are incomplete or incorrect, the application will be returned to the contractor for correction.

MANDATORY FIELDS			
1.	Department: (YOUR SUBCONTRACTOR’S COMPANY NAME HERE)	8.	Driver’s License Number: (If none, passport no., or ID number if applicable)
2.	Last Name:	9.	State of Issue:
3.	First Name:	10.	Email Address: (this is important)
4.	Middle Name:	11.	Current Street Address:
5.	Social Security Number:	12.	Previous Address: (Provide if available.)
6.	Date of Birth:	13.	Applicant Signature:
7.	Male or Female:	14.	Date:

The screening of technicians/crew members will be conducted through Information Network Associates (INA), [www.ina-inc.com](http://www.ina-inc.com) and will be the sole responsibility of the New Iberia Research Center. The New Iberia Research Center will contact INA directly to request the “UL-NIRC Enhanced Security Clearance screening” be performed.

Eligibility for contracted employment with NIRC and access to the Facility, will be classified as a “Security Clearance”, and will be granted only to those individuals who have undergone the appropriate Enhanced Security Screening. Continued association with NIRC and access to the Facility is contingent upon maintaining a satisfactory Security Clearance.

A successful Security Clearance shall be considered a condition of the Contract. Any existing and/or new technician/crew member failing to satisfactorily pass the Enhanced Security Clearance will not be allowed to enter the Facility. The Contractor shall use its best efforts to assign technicians/crew members reasonably believed to be able to meet the Enhanced Security Clearance requirements.

There will be no grace period for the performance of the Enhanced Security Clearance screening.

#### GENERAL CLEAN-UP

The general Contractor shall be responsible for providing a dumpster and for the proper disposal of all work associated debris at an appropriate (for the type of debris), approved landfill.

The general Contractor shall be responsible for leaving the space, free of dust and mopped clean. All surfaces shall be wiped down and free of dust.

END OF SECTION

**UNIVERSITY OF LOUISIANA AT LAFAYETTE  
NEW IBERIA RESEARCH CENTER  
ENHANCED SECURITY SCREENING NOTIFICATION AND AUTHORIZATION FROM**

<b>To be completed by the department prior to being given to the applicant:</b>	
Department	
Position Title	

<b>Applicant Information (Complete the following information as accurately as possible. Please print or type.)</b>		
Last Name	First Name	Middle Name
Other names known by:		
Social Security Number	Date of Birth	Male or Female
Driver's License Number	State of Issue	Email Address:
Current Street Address:	Apt. No.	Number of years at this address:
City	State	Zip
Previous Address:	Apt. No.	
City	State	Zip

**READ THE FOLLOWING STATEMENTS CAREFULLY BEFORE SIGNING THIS AUTHORIZATION**

I authorize the University of Louisiana at Lafayette, New Iberia Research Center or its designees to investigate all statements contained in this authorization.

I authorize and request any and all of my former employers and any other person, firm, or corporation to furnish any and all information requested by the University of Louisiana at Lafayette, New Iberia Research Center (UL NIRC) or its designees concerning my job performance, suitability for employment, educational verification, social security number verification, prior employment verification, professional license verification, motor vehicle driving records, criminal history, job qualifications, and personal background information and I hereby release each such employer or other person, firm, or corporation from any liability by reason of furnishing the requested information. I understand that prior to being offered employment by UL NIRC, I must undergo an Enhanced Security Screening. As such, I specifically authorize UL NIRC to thoroughly investigate my background information, which investigation may include a check of my connections to animal rights groups and/or activists, analysis of my CV/Application, a search of the DEA Controlled Substance Act (CSA) Registration Database, and a terrorist check. In addition, should I become employed by UL NIRC, I understand that over the course of my employment, I will be required to undergo periodic re-evaluations of my Enhanced Security Screening. As such, I specifically authorize UL NIRC to reinitiate the background and/or security checks identified above over the course of my employment, as they deem necessary. I understand that UL NIRC may utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of UL NIRC's choice.

In addition, if I should become employed by UL NIRC, I expressly authorize UL NIRC to release information about my job performance, job qualifications, and suitability for employment to any person who may request such information, and I expressly UL NIRC from any liability for disclosing such information.

I understand that any misrepresentation or omission of fact contained in this Enhanced Security Screening Notification and Authorization Form is cause for rejection or immediate dismissal if I should become employed. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further. Finally, I understand that the completion of this employment authorization does not indicate that there are positions available and does not obligate UL NIRC to offer me a position if positions are available.

All offers of employment are conditional, subject to satisfactory results of the University of Louisiana at Lafayette's Pre-Employment Screening, UL NIRC's Enhanced Security Screening, reference checks, pre-employment alcohol and drug tests, and production of documents sufficient to demonstrate identity and authorization to work.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Notice to Applicants: By signing this document, you are certifying that the information you have provided is truthful and complete. Falsification of information may result in denial of employment.*

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "Agreement") is entered into, effective as of the date set forth below, by and between the University of Louisiana at Lafayette New Iberia Research Center ("NIRC") and \_\_\_\_\_ ("Visitor").

WHEREAS the parties acknowledge that the research performed by or at NIRC is proprietary and extremely sensitive in nature, and that disclosure of any information regarding this research to unauthorized persons could cause significant damage to NIRC and the entities that fund and perform research at NIRC; and

WHEREAS the parties acknowledge that all information regarding research performed at NIRC is privileged, confidential, and protected from disclosure, and seek to prevent disclosure of any such information to unauthorized persons; and

WHEREAS Visitor desires to be allowed access to the facilities, animals, and/or research materials and projects undertaken at NIRC and NIRC desires to allow Visitor limited access to certain research, materials, animals and/or facilities at NIRC, subject to the acknowledgments and assurances by Visitor contained herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties agree and contract as follows:

Visitor acknowledges that in the course and scope of his/her visit/presence at NIRC, he/she may have access to and/or view trade secrets, commercial and financial information pertaining to research or commercialization of technology, data, records, and information produced or collected in conducting research on commercial, scientific, or technical subjects of a patentable or licensable nature; and that all information in relation thereto is privileged, confidential, and protected from disclosure to unauthorized persons.

Visitor acknowledges that all information regarding NIRC, its facilities or equipment, any research or the types of research performed there, the design or implementation of such research, any technique or analysis used in performing or assessing such research, any results or assessments of such research, and the funding for or use of such research or results are trade secrets, and any photograph, video, or other depiction thereof is privileged, confidential, and protected from disclosure to unauthorized persons.

Visitor acknowledges that all information regarding any animal located at NIRC or participating in any research at NIRC, any attribute, behavior, or condition of any such animal, and any photograph, video, or other depiction of any such animal are trade secrets, and that all information in relation thereto is privileged, confidential, and protected from disclosure to unauthorized persons.

Visitor agrees that he/she will not, at any time, disclose any information listed above or any document, photograph, video, or other depiction in relation thereto to any person, other than pursuant to disclosure specifically authorized by NIRC. This prohibition includes, but is not limited to, any written, verbal, or other means of communication; any photograph, video, drawing, painting, or other depiction; any electronic broadcast or transmission; and any other means by which any of the information listed above could be made known to any person.

Visitor agrees that any breach of this Agreement, regardless of the extent, severity, or result of same, or the actual or potential damage attributable to such breach, is sufficient grounds for immediate expulsion from NIRC and/or prohibition from returning in the future.

Visitor further agrees that upon expulsion and/or termination of the reason for his/her presence at NIRC, Visitor shall immediately provide to NIRC all documents, writings, notes, photographs, video images, drawings, audio recordings, and other information in his/her possession, or to which he/she has access, pertaining in any way to NIRC or any research or other work performed by or at NIRC. Visitor agrees that all such materials are and will at all times remain the property of NIRC.

Visitor acknowledges that the remedies otherwise available under Louisiana law for breach of this Agreement are inadequate, and therefore Visitor agrees that NIRC shall be entitled to injunctive relief without the necessity of posting any bond and to specific performance of this Agreement, at NIRC’s election, and in addition to any other remedies at law or equity that may be available to NIRC, if Visitor breaches any term of this Agreement.

Visitor acknowledges that significant harm would accrue to NIRC if Visitor breaches this Agreement and that quantifying such harm may be difficult, and therefore Visitor agrees that Visitor shall be liable to NIRC for liquidated damages in the amount of \$100,000 if Visitor breaches any term of this Agreement.

Visitor acknowledges that NIRC can and should institute legal proceedings if necessary or appropriate to prevent or stop Visitor from violating this Agreement, and therefore Visitor agrees that Visitor shall be liable to NIRC for all actual and reasonable legal fees and other costs of enforcing any provision of this Agreement or preventing or stopping Visitor from violating this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be broader than is enforceable under applicable law, then the parties agree to reduction of the degree and extent of any such provision to the least extent necessary to bring such provision within the ambit of enforceability under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable in its entirety, then such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be construed as if the unenforceable provision had never been contained therein.

This Agreement shall be construed and enforced in accordance with and governed by the laws of Louisiana. In the event of a dispute concerning this Agreement, exclusive venue shall lie in a court of competent jurisdiction in Lafayette Parish, Louisiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth below.

\_\_\_\_\_  
COMPANY NAME

University of Louisiana at Lafayette  
New Iberia Research Center

\_\_\_\_\_  
VISITOR SIGNATURE

\_\_\_\_\_  
NIRC DIRECTOR

\_\_\_\_\_  
VISITOR’S PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

## INSTRUCTIONS TO BIDDERS

[https://www.doa.la.gov/.../24 Instructions to Bidders July2018.docx](https://www.doa.la.gov/.../24%20Instructions%20to%20Bidders%20July2018.docx)

### ARTICLE 1

#### DEFINITIONS

- 1.1 The Bid Documents include the following:
  - Advertisement for Bids (if applicable)
  - Instructions to Bidders
  - Bid Form
  - Bid Bond Instruction
  - General Conditions of the Contract for Construction,
  - AIA Document A201, 2017 Edition
  - Supplementary Conditions
  - Contract Between Owner and Contractor and Performance and Payment Bond
  - Mandatory Affidavits
  - User Agency Documents (if applicable)
  - Change Order Form (if applicable)
  - Partial Occupancy Form (if applicable)
  - Recommendation of Acceptance (if applicable)
  - Asbestos Abatement (if applicable)
  - Other Documents (if applicable)
  - Specifications & Drawings
  - Addenda issued during the bid period and acknowledged on the Bid Form (if applicable)
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.
- 1.3 Addenda are written and/or graphic instruments issued by the Architect or Purchasing Office prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.
- 1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.
- 1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in Project scope or materials or methods of construction described in the Bid Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.
- 1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the Project, regardless of discipline.

### ARTICLE 2

#### PRE-BID CONFERENCE

- 2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User Agency and shall notify in writing the



Owner and all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the entire Pre-Bid Conference will be considered to have not attended.

- 2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

### ARTICLE 3

#### BIDDER'S REPRESENTATION

- 3.1 Each Bidder by making his bid represents that:

- 3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

- 3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

- 3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

- 3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

- 3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

- 3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

### ARTICLE 4

#### BID DOCUMENTS

- 4.1 Copies

- 4.1.1 Bid Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

- 4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

- 4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

- 4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set acquired by bona fide prime bidders will be fully refunded by the Designer upon

delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

- 4.1.1.2.3 If electronic distribution is available, all other plan holders are responsible for their own reproduction costs.

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

#### 4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

#### 4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect approves any proposed substitution, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

#### 4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Architect to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. UL Lafayette Purchasing shall be consulted prior to issuance of such an addendum and shall approve such issuance. The

revised time and date for the opening of bids shall be stated in the addendum.

- 4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.
- 4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued.

## ARTICLE 5

### BID PROCEDURE

#### 5.1 Form and Style of Bids

- 5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect for this Project.
- 5.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in.
- 5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.
- 5.1.5 Bidders are cautioned to complete all alternates should such be required on the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.
- 5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.
- 5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- 5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212 (B)(5).
- 5.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### 5.2 Bid Security

- 5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check, cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the University of Louisiana at Lafayette, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security

shall be forfeited to the Owner as liquidated damages, not as penalty.

- 5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

### 5.3 Submission of Bids

**See Guidelines for Electronic Submission of Bids and Virtual Bid Openings included in this solicitation.**

- 5.3.1 ~~The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside the name, address, and license number of the Bidder.~~

~~The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to The University at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.~~

~~If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:~~

~~University of Louisiana at Lafayette  
Purchasing Department,  
P. O. Box 40197  
Lafayette, LA 70504~~

~~Bids sent by express delivery shall be delivered to:~~

~~— University of Louisiana at Lafayette —  
— Purchasing Department  
Martin Hall, Room 123  
104 University Circle  
Lafayette, LA 70503~~

**IMPORTANT: BIDS WILL NOT BE ACCEPTED BY U.S. MAIL OR IN-PERSON DELIVERY TO THE PURCHASING OFFICE. ANY REFERENCE TO SEALED ENVELOPES AND OR MAILED DOCUMENTS ARE TO BE DISREGARDED BY POTENTIAL BIDDERS. COURIER SERVICES SUCH AS UPS, FedEx, and DHL WIL NOT BE ABLE TO DELIVERY TO OUR PHYSICAL LOCATION AND THE BUILDING MAY BE LOCKED OR UNSTAFFED.**

- 5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid form ~~envelope~~ which have the effect of amending the bid. Written modifications enclosed in the bid ~~envelope~~, and signed or initialed by the Contractor or his representative, shall be accepted.

### 5.4 Modification or Withdrawal of Bid

- 5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or

errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty- eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

- 5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
- 5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- 5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

## 5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

## ARTICLE 6 CONSIDERATION OF BIDS

### 6.1 Opening of Bids

***See Guidelines for Electronic Submission of Bids and Virtual Bid Openings included in this solicitation.***

- 6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

### 6.2 Rejection of Bids

- 6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

### 6.3 Acceptance of Bid

- 6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

## ARTICLE 7 POST-BID INFORMATION

### 7.1 Submissions

- 7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.
  - 7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.
  - 7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
  - 7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
  - 7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a

special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers, and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the Project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this Project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to the University of Louisiana at Lafayette within 10 days after the opening of bids.

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the University of Louisiana at Lafayette.

#### 8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 A surety company's bid bond form/document will be sufficient for any bid submission.

8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 9.1 Form to be Used

- 9.1.1 Form of the Contract to be used shall be furnished by the University of Louisiana at Lafayette, an example of which is bound in the Bid Documents.
- 9.2 Award
- 9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.
- 9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents
- 9.2.3 When this Project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

END OF SECTION

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## SUPPLEMENTARY CONDITIONS

[https://www.doa.la.gov/.../27 Supplementary Conditions April2018.docx](https://www.doa.la.gov/.../27%20Supplementary%20Conditions%20April2018.docx)

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Sections, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

### ARTICLE 1

#### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1. The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:  
The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

##### 1.1.8 Initial Decision Maker

Delete all after the words, "shall not show partiality to the Owner or Contractor".

#### 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO *La R.S. 38:2317*]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word "publication".

#### 1.7 DIGITAL DATA USE AND TRANSMISSION

In the first sentence after the words, "in digital form" delete ". The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit".

#### 1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 In the first sentence, delete: all before "the Owner shall secure..."

Delete Section 2.3.2 and substitute the following:

2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

2.3.3 Delete the words: "to whom the Contractor has no reasonable objection and".

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 WARRANTY

3.5.2 Replace reference to "Section 9.8.4" with "Section 9.8.6".

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word "public" with the word "State".

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract



Documents.

### 3.8 ALLOWANCES

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

### 3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph:

Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add the following: For Projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the Project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word "general".

After the first sentence, add the following:

If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

## 4.2 ADMINISTRATION OF THE CONTRACT

### ARTICLE 4 ARCHITECT

In the first sentence, delete the phrase: "the date the Architect issues the final Certificate for Payment" and replace with the phrase "final payment is due, and with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2."

4.2.1 In the first sentence, after the phrase: "become generally familiar with"; insert the following: "and to keep the Owner informed about".

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”

- 4.2.4 In the first sentence, delete all after “The Owner and Contractor”, and add the following “may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision.”
- 4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.
- 4.2.11 Add the following sentence to the end of Section 4.2.11:  
If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.
- 4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:  
If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1, and substitute the following:

- 5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

#### 5.2.2

Delete Section 5.2.2, and substitute the following:

- 5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

- 5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor.

#### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## ARTICLE 7 CHANGES IN THE WORK

#### 7.1 GENERAL

Add the following Sections:

- 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
- 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
  - 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.
  - 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.
  - 7.1.4.4 Internal Rate Charges for all significant company owned equipment.
- 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

## 7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
- 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which *shall not* be included, as these costs are already compensated by the Overhead and Profit markup.
 

Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.
  - 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.
  - 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.
  - 7.2.2.4 Eligible Insurance costs shall be limited to documented increases in "Builder's Risk" insurance

premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

- 7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.
- 7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work but shall not exceed a total of 16% of the direct cost of any portion of Work. The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.
- 7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:
- 7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.
- 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.
- 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.
- Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.  
Premiums for the Subcontractor's Bond shall not be included.
- 7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.
- 7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:
- A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.
- An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.
- 7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.
- 7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities and telephone.

Extended fixed job-site costs or equitable adjustment, may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time within twenty-one (21) days

of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

- 7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:
  - 7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
  - 7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
  - 7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.
  - 7.2.8.4 Cost of supervision, refer to section 7.2.2.1, with exception as provided in Section 7.2.7.
- 7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.3 In the first sentence after "following methods" insert: ", but not to exceed a specified amount".
- 7.3.4 From .1 of the list, delete all after "Costs of labor, including" and substitute the following "socialsecurity, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;"  
Delete the following from .4 of the list: "permit fees,"  
Delete Section 7.3.9 and substitute the following:
- 7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

ARTICLE 8  
TIME

8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such

extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the Project within the time stated in the Contract. The Owner will suffer financial loss if the Project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words "Owner pending" delete the words "mediation and binding dispute resolution" and add the word "litigation", and delete the last word "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived."

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

#### 9.2 SCHEDULE OF VALUES

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

#### 9.3 APPLICATIONS FOR PAYMENT

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more –5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and

expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## 9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for Projects funded fully or in part by a Federal reimbursement program. For such Projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section 9.7 FAILURE OF PAYMENT.

Delete Section 9.8 and substitute the following:

## 9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the Project is substantially complete in accordance with this Section.

9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final

payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the Project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete, or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the Project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material, and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.
- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.



## 9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the second sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the Project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

## ARTICLE 10

## PROTECTION OF PERSONS AND PROPERTY

## 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2 In the first sentence, between the words: "bearing on" and "safety", add the words: "the health and,"

## 10.3 HAZARDOUS MATERIALS

10.3.1 In the second sentence after (PCB) add: "or lead".

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

ARTICLE 11

INSURANCE AND BONDS

AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 CONTRACTOR’S LIABILITY INSURANCE

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker’s Compensation

Worker’s Compensation insurance shall be in compliance with the Worker’s Compensation law of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for Worker’s compensation coverage only.

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the Project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each Project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State Project number, including part number, and Project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$50,000,000	Projects over \$50,000,000
New Buildings:			
Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations:	The building(s) value for the Project is \$_____.		
Each Occurrence			
Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per	2 times per	2 times per

occur limit\*\*

occur limit\*\*

occur limit\*\*

\*\*While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$50,000,000 regardless of building value. The per Project aggregate limit is then calculated as twice the per occurrence limit.

### 11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned Automobiles.

### 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

### 11.2.5 Builder's Risk

11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all Projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing Projects shall not require flood coverage.

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

### 11.2.6 Pollution Liability *(required when asbestos or other hazardous material abatement is included in the contract)*

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

## 11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

## 11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

### 11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

### 11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

### 11.3.1.4 All Coverages

11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

#### 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

#### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
University of Louisiana at Lafayette  
PO Box 40197  
Lafayette, LA 70504  
Ref: Solicitation File No. \_\_\_\_\_

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

#### 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

#### 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the state of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

### 11.4 PERFORMANCE AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

***The Owner shall require the Contractor to record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.***

## ARTICLE 12

### UNCOVERING AND CORRECTION OF WORK

#### 12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

ARTICLE 15  
CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2, Time Limit on Claims, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:

“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the Project site.

Add the following Section:

15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor’s request shall be considered only for days over the allowable number of days stated above.



*Note: Contract is on a calendar day basis.*

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “, unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

At the end of the third sentence, add: “arising prior to the date final payment is due”.

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker,”.

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the decision or suggest a compromise or both”.

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

END OF SECTION

## **INSURANCE REQUIREMENTS**

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract.

### **A. Minimum Scope of Insurance and Limits**

#### **1. Workers Compensation**

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

#### **2. Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

#### **3. Automobile Liability**

If a motor vehicle owned, hired, or rented by the Contractor is used in the performance of the Contract, Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

#### **4. Professional Liability, Errors and Omissions, and Malpractice Insurance**

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

1. Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
2. Architects and Engineers;
3. Attorneys;
4. Accountants and Professional Financial Advisors;
5. Real Estate Brokers and Appraisers;
6. Insurance Agents; and
7. Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if

policy is not renewed.

**5. Cyber Liability Insurance**

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber Liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**B. Other Insurance Provisions**

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified herein, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured for the full occurrence and aggregate limits of the applicable insurance policies as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette  
ATTN: Purchasing Department  
P.O. Box 40197 Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification required by law or contract.

END OF SECTION

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### GENERAL REQUIREMENTS

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the Project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

### CONSTRUCTION FORCE

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

### PARKING

Contractor shall be responsible for all fees for temporary campus parking permits. The Facility Management department shall request the permits through the UL Parking and Transit department. Contractor shall be required to display the permit on their vehicles at all times while on campus. Failure to do so may result in parking citation.

### DEQ NOTIFICATION

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

### STANDARDS

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

### WORKMANSHIP AND MATERIALS

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this Project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

### GUARANTEE

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the Project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all

costs.

This provision shall not override any other warranties that are specified herein.

#### CAMPUS SAFETY POLICY

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

#### LOUISIANA ONE CALL

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor must call 1-800-272-3020 to verify the location of utilities.

#### EXISTING LANDSCAPING

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor must provide three foot high orange construction fencing around the drip line of all trees within the construction site.

#### ASBESTOS

The contractor will not be required to interface with any asbestos containing material (ACM) during this Project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

#### COORDINATION OF WORK

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

#### STORM WATER RUN OFF PROTECTION

Contractor shall protect the entire construction site from erosion due to storm water run-off. A retention barrier shall be constructed around the entire construction site perimeter to prevent erosion from infiltrating the storm water drainage system.

#### PAYMENT

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice.

On Projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. The retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 10. FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.

#### CLEAN-UP

The Contractor is responsible for the daily clean-up and disposal of all trash and construction debris relating to this Project. University dumpsters shall not be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract. Occupied areas (e.g.: Classrooms, Offices, Labs, etc.) shall be broom cleaned and vacuumed at the end of the work day to allow use of the room by the University. Debris and materials shall be removed from the rooms to allow use of the room by the University.

#### INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor,

subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

#### SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

##### ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

- (a) CONTRACTOR shall not visit or utilize the facilities of university if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;
- (b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;
- (c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and
- (d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or any facilities or equipment therein of University.

##### FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party.

If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by university, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

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