

“ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., June 2, 2016.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE PURCHASING DEPARTMENT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

For: Scott Plaza Fountain Renovation
Bid Number: 50006-110

Bidding Documents may be obtained from: Purchasing Department, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318 342 5218 or Jeffrey Carbo Landscape Architects, 318 442-6576. This advertisement is also on the State of Louisiana LaPac page: <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm> by using Bid No. 50006-110.

A pre-bid conference will be held Thursday, May 12, 2016 at 2:00 p.m. at the Scott Plaza, University Library, 4100 Northeast Drive, Monroe, LA 71209. Attendance is not mandatory; however, all contractors considering submitting a bid for this project are strongly encouraged to attend.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instruction to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instruction to Bidders included in the Bid Documents for this project.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 in the areas of General Contractor. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.”

STATE OF LOUISIANA
THE UNIVERSITY OF LOUISIANA MONROE
MONROE, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
BID NO. 50006-110
SCOTT PLAZA FOUNTAIN RENOVATION

ISSUING AGENCY: The University of Louisiana Monroe
Purchasing Department
700 University Avenue
Monroe, LA 71209

PROCUREMENT MANAGER 2: Susie Clay
Telephone: 318 342 5209
REQUISITIONED BY: Michael Davis
Telephone: 318 342 5171

RELEASE DATE: May 2, 2016
BID OPENING DATE: June 2, 2016
BID OPENING TIME: 2:00 p.m., Central Time
BID OPENING LOCATION: The University of Louisiana Monroe
Purchasing Department
Coenen Hall 140
700 University Avenue
Monroe, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON.
BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is in printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Definitions:

- (1) "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.
- (2) "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.
- (3)(a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.
- (b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.
- (c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.
- (4) "Contractor" means any person or other legal entity who enters into a public contract.
- (5)(a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.
- (b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.
- (6) "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.
- (7)(a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:
 - (i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,
 - (ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or
 - (iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.
- (b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:
 - (i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.
 - (ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.
- (8) "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.
- (9) "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.
- (10) "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

(11) "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

(12) "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

(13) "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

**Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smalle".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each to the ULM Purchasing Department along with the Clear Lien.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./Date of certification.: _____

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: The University of LA Monroe
700 University Avenue
Coenen Hall 140
Monroe LA 71209-2250

BID FOR: Scott Plaza Fountain Renovations
Bid No. 50006-110

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: Jeffrey Carbo Landscape Architects and dated: April 27, 2016

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

TOTAL BASE BID: For all work required by the Bidding Documents for the we bid the sum of:

_____ Dollars (\$ _____)

NAME BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATED: _____

* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

BID BOND
FOR
SCOTT PLAZA FOUNTAIN RENOVATION

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of Five hundred dollars (\$500) from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at The University of Louisiana at Monroe, and is fully aware of what is expected of the successful bidder (s).

Louisiana Contractor's License Number

Firm Name`

Authorized Signature

Title

Phone/Fax Numbers

Date

STATE OF LOUISIANA
PARISH OF OUACHITA

NAME _____
LOCATION _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That 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 of the public building or project or in securing the public contract were in 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 of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 201__.

Signature of Notary: _____

The University of Louisiana at Monroe
Monroe, Louisiana

This Agreement, made and executed, on this ___ day of the month __ in the year of our Lord, TWO THOUSAND and SIXTEEN, by and through ____, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled SCOTT PLAZA FOUNTAIN RENOVATION, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered Bid 50006-110, was opened on _____, at _____ 2:00 p.m.. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$__.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1672.2-1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

The complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

Performance will begin with issuance of Notice to Proceed and Purchase Order.

The University of Louisiana at Monroe _____
BY: _____ BY: _____
TITLE: _____ TITLE: _____

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
 1. Advertisement for Bids.
 2. Instructions to Bidders.
 3. Bid Form
 4. Contract between Owner and Contractor.
 5. Performance and Payment Bond.
 6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
 7. General Conditions of the Contract for Construction of
 8. Supplementary (and amended General) Conditions.
 9. Divisions of the Technical Specifications.
 10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that ULM's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

- 3.4 Bids are to be sealed 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 Bidders to deliver sealed bids to The University of Louisiana at Monroe 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 the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified 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, accompanied by appropriate power of attorney and in favor of The University of Louisiana at Monroe.
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
 - a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. The University of Louisiana at Monroe shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The 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.
- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Ouachita Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by The University of Louisiana Monroe.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Ouachita Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by The University of Louisiana at Monroe.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum 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 Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$30,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.
- 1.2 A subcontractor who wishes to bid or perform commercial work where the total cost of the project including labor and materials for the following must be licensed.
\$50,000 or more for major and specialty classifications
\$10,000 or more for electrical, mechanical, and plumbing
\$1 or more for hazardous

CONTRACTOR'S AFFIDAVIT

- 1.3 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.4 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Ouachita Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Ouachita Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

ARTICLE 3

INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase 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 the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State 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 workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident 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.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. 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.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. 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 workers compensation coverage only.
- 2. 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.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. 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.

F. 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 Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. 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.
2. 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 of and expenses for all claims.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

DIVISION 1 - GENERAL REQUIREMENTS

- A. General Scope of Work - SCOTT PLAZA FOUNTAIN RENOVATION (see General Project Specifications below).
- B. LAWS, RULES AND REGULATIONS
1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.
- C. ALTERNATES
1. No alternates only Base Bid
- D. SITE INSPECTIONS AND PROJECT MEETINGS
1. Site Inspections
Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
 2. Pre-Work Conference
Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.
- E. TEMPORARY FACILITIES AND CONTROLS
1. Safety Conditions
The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.
 2. Security
The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.
- F. MATERIAL AND EQUIPMENT
1. Transportation and Handling
The Contractor shall provide for all transportation and handling required for the work on this project.
 2. Storage and Protection
The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

University of Louisiana at Monroe (ULM)

Scott Plaza Fountain Renovation General Project Specifications

1. The University of Louisiana at Monroe (ULM) seeks Louisiana licensed contractors to submit bids to renovate the fountain at Scott Plaza. The fountain is located on the main campus of ULM. The fountain is located to the west of the University Library.
2. The contractor shall coordinate and complete all work for this project in strict accordance with all requirements set forth by the project architecture firm. The architecture firm for this project is Jeffrey Carbo Landscape Architects from Alexandria, LA. The architecture firm's contact information is listed below:

Jeff Carbo

Landscape Architect

*Jeffrey Carbo Landscape Architects
207 Ansley Blvd., Suite B – 2nd Floor
Alexandria, LA 71303
Phone: (318) 442-6576
Fax: (318) 442-6513*

3. Site Visits / Verify Existing Conditions

Any contractor submitting a bid for this project shall visit the project site in person prior to submitting a bid. Site visits can be coordinated by contacting Michael Davis, ULM Facilities Planning Officer, at (318) 342-5171.

4. Pre-Bid Meeting

There will be a pre-bid meeting held on Thursday, May 12, 2016 at 2:00 PM. The meeting will be held at Scott Plaza. The pre-bid meeting will not be mandatory.

5. Questions / Requests for Clarification

All questions and requests for clarification shall be submitted in writing to the ULM Facilities Planning Officer at least seven (7) days prior to the bid date. If necessary, ULM will issue an addendum to provide answers and clarifications.

6. Construction Schedule – Strict Deadline for Completion

This project shall be fully completed, with an approved certificate of completion no later than Monday, August 15, 2016.

The contractor may begin work no sooner than a fully executed contract is completed. Before beginning, a pre-construction meeting must be conducted with the University and the Architect.

7. Additional days

Request for additional days will be assessed on a day-by-day basis and will require sufficient documentation. Additional days will be approved by ULM in conjunction with the Architect. We anticipate this project to be complete no later Monday, August 15, 2016.

8. Liquidated Damages

The University will assess liquidated damages at the rate of \$500 per day for each day over the stated deadlines above.

9. Damages to Facilities

The contractor shall be responsible for all damages to the existing site, facilities, and equipment that is caused by this project. The contractor shall carefully document existing site conditions and existing damages prior to commencing work. The contractor shall repair all damage to its original, undamaged condition prior to completing this project. All repaired damages should be approved by the Facilities Planning Officer prior to receiving a substantial completion for the project.

10. Verify All Existing Conditions, Measurements, and Quantities

The contractor shall be responsible for verifying all existing conditions and all dimensions / measurements. This information when provided in the bid documents is for general informational purposes only. The contractor shall field verify all necessary conditions and dimensions prior to submitting a bid.

11. Safety

The University places a high priority on working safely and ensuring the safety and security of our entire campus.

Contractor Safety Program – The contractor shall have a documented safety program that fully addresses all applicable requirements specifically including all requirements by the Occupational Safety and Health Administration (OSHA).

Safety Training – All contractor employees assigned to work at ULM shall be fully trained and certified in all areas of occupational health and safety that they may encounter while working at ULM. This specifically includes training for working from ladders and scaffolds, working from heights, confined space training, lockout / tagout training, hazard communication and material safety data sheet training, etc.

Accident / Incident Reporting – The contractor shall immediately report to ULM contract coordinators any accident, incident, and / or near miss that occurs while working at the University. The report shall include detailed information and an accident investigation to determine the root cause of the accident / incident. A post accident drug and alcohol test shall be administered at the contractor's cost. The results of that test shall be shared with the University.

Mark / Label / and Properly Barricade Work Areas – The contractor shall install warning / caution signs, tape, and all other needed materials to properly barricade work areas to ensure that members of the University community (students, faculty, staff, and visitors) do not inadvertently travel into work areas.

Driver Safety – All contract employees who drive motorized vehicles on ULM property must operate these vehicles in full compliance of all applicable laws, rules, regulations, etc. All employees shall wear seat belts / restraints at all times. Drivers shall be extremely careful at all times, watch out for pedestrians, and drive very conservatively / defensively. Special parking arrangements must be coordinated in advance with the University Police Department.

12. Supervision of the Project

The contractor shall provide a fully qualified construction superintendent / supervisor to organize, coordinate, and supervise all work, material deliveries, etc. The superintendent / supervisor can complete a portion of the work but shall be responsible for all subcontractors, material suppliers, etc. The superintendent / supervisor shall be present at all times when work is being completed on the project.

13. Contractor Employee Requirements

The University reserves the right to require the contractor to remove any employee who fails to comply with safety rules, regulations, etc. or who is otherwise working in an unsafe manner.

Contractor's employees shall maintain a neat, clean, and professional appearance at all times. A shirt with sleeves shall be worn at all times (no sleeveless shirts, tank tops, etc.). The shirt shall include the name of the employee or alternately the employee may wear an identification badge. The shirt shall be worn tucked inside of the trousers at all times. The employee shall wear long pants / trousers at all times. The pants / trousers shall be free from large tears, holes, rips, etc. The University reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the University requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.

The University reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest.

Contractor's employees shall not use common areas of any University facility for breaks, lunch, etc.

Contractor's employees shall not use the restrooms in University facilities. The contractor shall provide a portable restroom for contractor employee use for the duration of the project.

Contractor's employees shall not engage in conversations with ULM students, faculty, staff, or visitors at any time, with the exception of ULM employees directly involved in managing this project.

Contractor's employees shall adhere to the university's tobacco policy. The ULM campus is completely tobacco free. See <http://ulm.edu/tobacco/> for more details.

14. Warranty

Contractor shall fully warranty all work completed for a full year from the date of acceptance by the owner. Contractor shall respond on site to the University within forty- eight (48) hours of receiving a phone or email notification of a warranty issue from the University. All warranty repairs and service shall be completed at no charge to the University. This warranty is in addition to any manufacturer warranties that may be applicable to this project.

15. Disposal

Contractor shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, permits, etc.