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UNIVERSITY OF LOUISIANA AT LAFAYETTE
Lafayette, Louisiana
SOLICITATION FILE No. 20216

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE CHILLER REPLACEMENT AT OLIVER HALL, LOCATED ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA.

BID OPENING

Proposals will be received up to 2:00PM Tuesday, March 31, 2020 by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus.

This is a Competitive Sealed Bid; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS. Vendors submitting bids in the amount of $10,000.00 or more SHALL show their license number on the front of the sealed envelope in which their bid is enclosed; bids not submitted in accordance with this requirement, SHALL be rejected and shall not be read.

Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a SEALED ENVELOPE with the BID NUMBER and DUE DATE ON THE OUTSIDE OF THE ENVELOPE.

All inquiries regarding this request shall be directed to:

Director of Purchasing
UL Lafayette Purchasing Department
(337) 482-5396
purchasing@louisiana.edu

TO: University of Louisiana at Lafayette
Purchasing Office, Martin Hall Room 123
104 University Circle
P O Box 40197
Lafayette LA 70504 0197
Fax – 337-482-5059

To Whom It May Concern:

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined the Instructions to Bidders, the General Conditions, and the Specifications hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

Firm Name

Address

City, State, Zip Code

Telephone No. including area code

Fax No. including area code

Signature [By signing this bid, bidder certifies compliance with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0)]

Name (Printed)

Title

Date

E-Mail
SCOPE OF WORK

1. Remove and dispose of existing chiller.
2. Modify chilled water and condenser piping to accommodate new chiller.
3. Insulate all new chilled water piping, and modified chilled water piping.
4. Modify electrical service as needed to accommodate new chiller.
5. Startup of chiller by factory approved technician.

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 ONE HUNDRED FIFTY (150) 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.

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. Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 in the following classification: MECHANICAL WORK. 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, L.A. R.S. 38:2212.10 and L.A. 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. Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.
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 – FOR BID SUBMISSIONS

Delivery of any document(s) will NOT be accepted during non-business hours. 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.

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 Terry Jenkins, 337-482-2001.

PRE-BID MEETING INFORMATION

A pre-bid meeting will be held at **1:30PM, Monday, March 16, 2020** at Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, Louisiana, at New Iberia Research Center, at which time details of plans and specifications will be discussed.

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.

For further information, prospective bidder is to contact the Purchasing Department, Roxanne Formeller at 337-482-2955.
VENDOR CHECK LIST

REQUIRED FORMS/ITEMS UPON BID SUBMISSION

____ Louisiana Uniform Public Works Bid Form
____ Bid Security Equal to 5% of Bid
____ Louisiana Contractor’s License Number (If Applicable) on Envelope Exterior

REQUIRED FORMS AFTER BID OPENING/UPON BID AWARD

____ Attestation Affidavit (ALL BIDDERS, 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 (Insurance requirements revised February 2019)
____ Certificate of Recordation of Contract and Bonds
____ Clear Lien Certificate

DETAILED SPECIFICATIONS

BASE BID SCOPE OF WORK

BASIC MATERIALS AND METHODS

PIPE:
CHILLED WATER PIPING: Piping shall be standard black steel, schedule 40, electrically welded with welded fittings and bolted flanged connections per plans. Provide pipe free from rust and scale with burrs removed by reamer. All elbows shall be long radius type.

All new piping, valves, elbows, welded connections, and fittings shall be coated with two (2) coats of rust inhibiting primer prior to applying insulation.

CONDENSER WATER PIPING: Piping shall be standard black steel, schedule 40, electrically welded with welded fittings and bolted flanged connections per plans. Provide pipe free from rust and scale with burrs removed by reamer. All elbows shall be long radius type.

All new piping, valves, elbows, welded connections, and fittings shall be coated with two (2) coats of rust inhibiting primer.

All piping exposed to view shall be painted (Black to match existing piping).

CHILLER REFRIGERANT RELIEF PIPING: Piping shall be standard black steel, schedule 40. Fittings two inches and below shall be malleable screw fittings. Piping above two inches shall be electrically welded with welded fittings. Provide pipe free from rust and scale with burrs removed by reamer.

All new piping, elbows, welded connections, and fittings shall be coated with two (2) coats of rust inhibiting primer.

All piping exposed to view shall be painted (Black to match existing piping).
INSULATION

GENERAL:
Pipe insulation shall not begin until all work has been tested and found to be tight. All insulation adhesives, sealers, tapes and mastic shall meet the latest NFPA requirements and shall meet 25/50/50 flame spread and smoke developed ratings.

All insulation shall be installed in strict accordance with the manufacturer's recommendations.

All pipe insulation where recommended by the manufacturer shall be banded with aluminum bands, three to a section and with one band on each side of each fitting, valve, etc.

Insulation shall be continuous through walls and ceilings.

All valves, strainers, etc. shall be insulated the same as its adjacent piping and the covering shall extend all the way up to the equipment.

USE HIGH DENSITY INSULATION INSERTS AT HANGERS ON ALL PIPING 1-1/2" AND ABOVE TO PREVENT CRUSHING OF INSULATION.

THERMAL INSULATION:
After all work has been tested and approved, insulate as follows:

INSULATION SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

CHILLED WATER SUPPLY AND RETURN PIPING:
Insulate lines above slab with foamglass or approved equivalent pipe covering with factory applied Flame Bar Jacket to pipe with all joints firmly butted together. Seal all laps and butt joint strips with vapor barrier adhesive. Fittings to be insulated with pre-fabricated fitting covers and finished with an envelope coverage of vapor barrier mastic reinforced with Glassfab.

Thickness to be 1" for pipe sizes up to and included 2" and 1-1/2" thick for pipe sizes 2-1/2" and above.

All voids around valves, fittings, housings and other devices installed in the piping system shall be filled with loose fiberglass insulation. Insulation vapor barrier shall be maintained to prevent moisture penetration through outer cover.

Finish entire installation with a white 0.020 PVC covering fittings with clear solvent weld joints and seams suitable for installation in return air plenum.

INSULATION THROUGH HANGERS AND SLEEVES:
The insulation shall be continuous through pipe supports and pipe sleeves. At supports where the pipe is supported by insulation, provide a galvanized iron protection shield.
Provide pipes 2-inch i.p.s. and larger in insulation inserts at points of supports. The inserts shall be of calcium silicate, cellular glass, pre-stressed molded glass fiber of minimum 13-pound density, or other approval material of the same thickness as adjacent insulation and not less than 13-pound density.
The inserts shall have sufficient compression strength to adequately support the pipe without compressing the inserts to a thickness less than the adjacent insulation. Inserts shall be 180 degrees and not less than the length of the protection shield. Vapor barrier facing of the insert shall be the same as the facing on the adjacent insulation. Provide 18 gauge metal saddles between all supports and insulation.

END OF SECTION

CHILLER

WATER COOLED CENTRIFUGAL WATER CHILLER:

GENERAL

SECTION INCLUDES Semi-hermetic, water-cooled, direct-drive centrifugal chillers that shall use HFO-514A.

1. SUBMITTALS
   A. Acceptable refrigerants on which chiller performance is based are HFO-514A and HFO-513A. All proposals for chiller performance must include an AHRI approved selection method for the specified refrigerants.
   B. Submit drawings indicating assembled dimensions, operating weight, load distribution, and required service and access clearances.
   C. Submit product data indicating options and specialties, electrical requirements, and wiring diagrams and connections. Indicate accessories, valves, strainers, and thermostatic valves required for the complete system.
   D. Submit rigging, installation, and startup procedures. Include operations and maintenance data for both the chiller and starter or variable-speed drive. Include location, size, and type of field piping connections.
   E. Submit performance data indicating energy input versus cooling load output from 100 to 25 percent of full load with constant entering condenser water temperature.
   F. Submit compressor and product data in table form indicating impeller speed (RPM), number of bearings, type of bearings, high speed impeller shaft RPM, sound pressure level per AHRI 575-2008 (dB), number of stages, number of sets of inlet guide vanes, amount of refrigerant charge (lb), and amount of oil required (gal).

2. REGULATORY REQUIREMENTS
   A. Conform to AHRI Standard 550/590 code for rating and testing of water chillers.
C. Conform to ANSI/ASME SECTION VIII Boiler and Pressure Vessel Code for construction and testing of centrifugal chillers as applicable.

D. Conform to latest revision of ANSI/ASHRAE STANDARD 15 code for construction and operation of centrifugal chillers.

E. Unit shall bear the AHRI Certification Label for the specific type of water chiller as applicable.

F. Chiller manufacturer shall provide LEED-NC EA Credit Calculation for each chiller utilizing the following factors as specified by the U.S. Green Building Council based upon equipment life of 25 years:
   a. Next Generation Refrigerants

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<th>R-513A Chillers</th>
<th>R-514A Chillers</th>
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<tbody>
<tr>
<td>ODP</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>GWP</td>
<td>573</td>
<td>1.75</td>
</tr>
<tr>
<td>Annual Leakage Rate</td>
<td>2.0%</td>
<td>2.0%</td>
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<tr>
<td>End of Life Ref. Loss</td>
<td>10%</td>
<td>10%</td>
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   b. Chiller must ship with low-GWP, next generation refrigerant such as R-513A or R-514A.

3. DELIVERY, STORAGE, HANDLING AND EQUIPMENT ROOM REQUIREMENTS

   A. Comply with manufacturer's installation instructions for rigging, chiller loading, local transportation requirements, unloading, storage, and final setting.

   B. Protect chiller and controls from physical damage. Leave factory shipping covers in place until installation. The entire unit must be shrink wrapped with an environmentally recyclable material standard. The material shall include an imbedded desiccant to minimize/eliminate internal moisture.

   C. The chiller shall ship with a dry nitrogen charge to eliminate potential charge loss during delivery and construction. The refrigerant must be shipped separately from the chiller. The refrigerant monitoring system shall be active at the job site prior to the charging of the chiller.

   D. The chiller should ship with a full charge of oil.

   E. Equipment Room Requirements
      a. Follow minimum standards for refrigeration systems as required by the latest revision of ANSI/ASHRAE Standard 15, paying special attention to requirements for air monitoring, ventilation, self-contained breathing apparatus, and leak detection to assure the safety of chiller plant operating personnel.
      b. Install proper outside exhaust of chiller refrigerant relief device(s), discharge header(s), and purge unit(s). Route exhaust to the outside
of the building and away from all air intakes in compliance with the latest revision of ANSI/ASHRAE Standard 15.

c. Per ASHRAE Standard 147, medium pressure units with relief valves only shall have rupture discs in series with relief valves to minimize refrigerant leakage.

d. Field-install a Trane TruSense MG with remote light beacon refrigerant monitor or prior approved equal that can be calibrated for appropriate refrigerant(s), capable of detecting concentrations of minimum ppm for low-level leak detection to assure the safety of chiller plant operating personnel.

e. Field-install as required suitable audible and visual alarms that activate well below the Acceptable Exposure Level (AEL) of the specific refrigerant(s) to alert persons inside and outside of the equipment room that a refrigerant leak condition exists.

f. Storage: Per ASHRAE Standard 147, positive pressure units must have a pump down capability that isolates the refrigerant charge for storage in a suitable vessel. If pump down capability does not exist, then the charge must be removed during long idle periods.

4. WARRANTY

A. Provide a standard unit parts, labor, and refrigerant warranty for one year from startup.

B. The original equipment purchase shall provide a refrigerant warranty for the duration of the 1st year. This warranty will provide for replacement refrigerant, if needed and if the reason for refrigerant loss is found to be a defect in material or workmanship, to restore a unit to the proper refrigerant charge. Replacement parts and labor to add the refrigerant shall be covered under this warranty.

5. VERIFICATION OF CAPACITY AND EFFICIENCY

A. PERFORMANCE TOLERANCES

   a. The following allowable tolerances must be followed:

      i. The tolerance on allowable capacity must be as defined by AHRI Standard 550/590.

      ii. The IPLV/NPLV and full load tolerances are as defined by AHRI Standard 550/590, and the tolerances at full load and all part load test points must also be as defined by AHRI Standard 550/590 if applicable.

PRODUCTS

6. SUMMARY

A. Description: Factory-assembled and tested water chiller complete with compressor, evaporator, condenser, controls, starter or variable frequency
drive, interconnecting unit piping and wiring, indicating accessories, and mounting frame. Performance shall be per specification section 3.03 schedule.

B. The contractor shall furnish and install centrifugal water chillers as shown and scheduled in the plans and specifications. The units shall produce the specified tonnage per the scheduled data in accordance with the latest revision of AHRI 550/590. The unit shall bear the AHRI certification label as applicable.

C. Unit shall be painted in accordance with the manufacturer's standard procedures and practices.

7. COMPRESSOR AND MOTOR

A. The compressor shall be centrifugal with single or multiple stages.

B. Low or medium pressure refrigerant machines shall be provided when available.

C. Chiller should be able to unload to 25% of design tonnage with constant entering water temperature. The minimum unloading point shall be able to be demonstrated if a factory performance test is required. The machine shall be modified to include hot gas bypass if the minimum load cannot be met.

D. Compressor assembly shall be vibration tested at the factory. Vibration shall not exceed 0.15 inches per second at full load design compressor speed as measured on the motor housing. The test data shall be recorded and provided to the customer for approval.

E. The motor shall be hermetic and either suction or liquid refrigerant cooled. Hot gas motor cooling is not acceptable.

F. If an open motor design is used,
   a. An oil reservoir shall collect any oil that leaks past the seal.
   b. Manufacturer shall warrant the shaft seal against leakage of oil and refrigerant to the outside of the chiller for a period of 10 years from initial start-up, including parts and labor to replace a defective seal and any refrigerant required to trim the charge to original specifications. Inspections shall be performed a minimum of once a year.

G. Motors shall have winding 100 ohm platinum RTDs for temperature sensing on each phase. Thermistors and thermal overloads are not acceptable. These temperatures shall be furnished to the unit control panel for monitoring and alarm.

H. Manufacturers with speed increasing transmissions shall not exceed 10,000 RPM compressor speeds and shall annually inspect the gears and all bearings. A report shall be forwarded to the owner each year over the first five years to confirm completion.
I. If the manufacturer uses electronic (i.e. magnetic) bearings a 10 year warranty on all chiller compressor capacitors must be provided.

J. The impellers shall be fully shrouded and made of a high strength aluminum alloy. Impellers shall be dynamically balanced and over-speed tested at 1.25 times impeller shaft speed.

8. EVAPORATOR (CHILLER BARREL)
   
   A. The evaporator and condenser shall be built in accordance with ANSI/ASHRAE 15-2001 Safety Code for Mechanical Refrigeration and ASME section VIII as applicable.

   B. Evaporator tubes shall be internally and externally enhanced with a 0.75" outer diameter. The tubes shall be securely supported at intermediate supports and physically expanded into both ends of the tube sheets. The evaporator tubes must also be removable from both ends to provide easy access for tube cleaning.

      The minimum evaporator tube wall thickness, root-to-root across the entire tube length shall be 0.025”. It is unacceptable to provide this thickness at the intermediate supports only.

   C. The evaporator water piping connections shall be grooved.

   D. The evaporator water-boxes shall be standard non-marine type with connections per the schedule.

   E. Supply and return head water-boxes shall be designed for a working pressure of 150 psi and shall be factory hydrostatic pressure tested at 150 percent of the design pressure. Provide drain and vent connections in water boxes.

   F. Evaporator shall be factory insulated with (2) layers of ¾” thick Armaflex II or equivalent closed cell insulation.

   G. Units with multi-stage compressors shall incorporate an inter-stage flash vessel "economizer". All units with single stage compressors shall have the condensers circulated for liquid subcooling and be provided with a thermometer well to monitor the amount of subcooling.

9. CONDENSER
   
   A. The condenser shall be built in accordance with ANSI/ASHRAE 15-2001 Safety Code for Mechanical Refrigeration and ASME section VIII as applicable.

   B. Condenser tubes shall be internally and externally enhanced with a 0.75" outer diameter. The tubes shall be securely supported at intermediate supports and physically expanded into both ends. The condenser tubes must also be removable from both ends to provide easy access for tube changeouts or tube cleaning.

      a. The minimum condenser tube wall thickness, root-to-root across the entire tube length shall be 0.028". It is unacceptable to provide this thickness at the intermediate supports only.
C. The condenser water piping connections shall be grooved.

D. The condenser water-boxes shall be standard non-marine type with connections per schedule.

E. Supply and return head water-boxes shall be designed for a working pressure of 150 psi and shall be factory hydrostatic pressure tested at 150 percent of the design pressure. Provide drain and vent connections in water boxes.

10. REFRIGERANT

A. Acceptable Refrigerants on which chiller performance is based are low-GWP, next generation refrigerants such as R-513A or R-514A.

B. Refrigeration Transfer: Provide service valves and other factory-installed accessories required to facilitate transfer of refrigerant from the chiller to remote systems.
   a. See Section 1.04 for additional details on refrigerant shipment.

C. Refrigerant Flow Control: Fixed orifice plates at the entrance and exit of the economizer shall be used to control refrigerant flow.

D. Low pressure chillers: Chillers that operate at low pressures must have a high efficiency purge system to ensure that any potential non-condensable leakage into the vessel is immediately eliminated. The purge run time shall be monitored by the main unit controller to act as a leak detector if required, and must have the following specifications:
   a. The manufacturers of low pressure machines must provide a purge system. Acceptable purges are the Trane Earth Wise Purge.
   c. The purge shall be capable of operating when the chiller is idle in accordance with ASHRAE Standard 147-2002.

11. ELECTRICAL

A. Chiller shall be installed, wired, and functionally tested at the factory before being shipped.

B. Single point power connection - A control power transformer internal to the motor controller/frequency drive and of sufficient size to power all chiller mounted auxiliary loads shall be supplied. No separate power connection shall be required for chiller mounted equipment. The CPT shall tap from the main power connection.

C. Terminal blocks are numbered to match the wiring diagram must be included.

12. CONTROLS

A. The chiller shall be controlled by a unit mounted, stand-alone Direct Digital Control (DDC) system. A dedicated chiller microprocessor control panel is to be supplied with each chiller by the chiller manufacturer.
B. Enclosure shall be unit mounted NEMA 250 Type 1.

C. The chiller manufacturer shall include a pressure, non-mechanical based flow switch that is of the thermal dispersion type for each evaporator and condenser to verify flow through the unit.

D. A color, touch sensitive liquid crystal display (LCD) shall be unit mounted and a minimum of 12.1” diagonal. The display shall be fully adjustable in height and viewing angle. Animated graphical representations of chiller subsystem operation shall be used to enhance the user interface.

E. Display shall consist of a menu driven interface with easy touch screen navigation to organized sub-system reports for compressor, evaporator, condenser, purge and motor information as well as associated diagnostics. The controller shall display all active diagnostics and a minimum of 20 historical diagnostics.

F. The chiller control panel shall provide control of chiller operation and monitoring of chiller modules, sensors, actuators, relays and switches. The chiller control panel shall include controls to safely and efficiently operate the chiller.

G. Control authority must be capable of handling at least four conditions: Off, local manual at the chiller, local automatic at the chiller and automatic control through a remote source.

H. Capability to connect a laptop to service utility with applicable software from manufacturer and obtain enhanced set-up and diagnostics.

I. The front of the chiller control panel shall display the following in clear language, without the use of codes, look-up tables, or gauges:
   a. Run time.
   b. Number of starts.
   c. Current chiller operating mode.
   d. Chilled water set point and set point source.
   e. Electrical current limit set point and set point source.
   f. Entering and leaving evaporator water temperatures.
   g. Entering and leaving condenser water temperatures.
   h. Saturated evaporator and condenser refrigerant temperatures.
   i. Evaporator and condenser refrigerant pressure.
   j. Oil tank temperature.
   k. Oil tank pressure.
   l. Oil pump discharge pressure.
   m. Differential oil pressure.
   n. Compressor motor current per phase.
o. Compressor motor percent RLA.
p. Compressor motor voltage per phase.
q. kW energy consumption and power factor.
r. Compressor motor winding temperatures per phase.
s. Purge operating mode.
t. Purge operating status.
u. Time until next purge run.
v. Daily pump out - 24 hours.
w. Average daily pump out - 7 Days.
x. Purge refrigerant compressor suction temp.
y. Purge liquid temp (chiller condenser saturated refrigerant temperature).
z. Daily pump out limit/alarm.

J. The chiller control panel shall provide password protection of all set points.

K. The controller shall have the ability to display all primary sub-system operational parameters on dedicated trending graphs. The operator must be able to create up to 6 additional custom trend graphs, choosing up to 10 unique parameters for each graph to trend log data parameters simultaneously over an adjustable period and frequency polling.

L. The chiller control panel shall provide individual relay outputs to start/stop the evaporator and condenser water pumps. The condenser water pump relay output can be used to enable the cooling tower temperature controls.

M. The chiller control panel shall provide leaving chilled water temperature reset based upon return water temperature.

N. The chiller control panel shall be capable of displaying system data in I-P or SI units.

O. Safeties - the chiller control panel shall provide the following safeties:
   a. Low chilled water temperature.
   b. Low evaporator refrigerant temperature or pressure.
   c. High condenser refrigerant pressure.
   d. Evaporator and condenser water flow status.
   e. Low oil pressure.
   f. Low oil temperature.
   g. High oil temperature.
   h. High motor winding temperatures.
i. High motor current.

j. Starter/VFD function faults.

k. Sensor faults.

l. Unit controls operation.

m. The chiller control panel or starter shall incorporate advanced motor protection to safeguard the motor throughout the starting and running cycles from the adverse effects of:
   
i. Current phase loss.
   
ii. Current phase unbalance.
   
iii. Current phase reversal.
   
iv. Under/Over voltage.
   
v. Motor current overload.
   
vi. Distribution fault protection with auto restart consisting of three-phase current sensing devices that monitor the status of the current.
   
    vii. Starter contactor fault protection.

    viii. Starter transition failure.

P. The chiller control panel shall provide evaporator freeze protection and low limit control to avoid low evaporator refrigerant temperature trip-outs during critical periods of chiller operation. Whenever this control is in effect, the controller shall indicate that the chiller is in adaptive mode. If the condition exists for more than 30 seconds, a limit warning alarm relay shall energize.

Q. The chiller control panel shall be capable of providing short cycling protection.

R. The chilled water controller of each chiller shall include variable water-flow capability to allow the chiller to respond quickly to accelerating or decelerating water, and have the following features:

    a. The variable water-flow compensation capability shall allow control of the leaving chilled water temperature to within +/- 1.0°F (0.6°C) at a water flow rate change of 10% per minute and will stay online at a water flow rate change of 30% per minute.

S. The chiller, upon power loss restoration, must be able to start the compressor within 30-50 seconds. The chiller time to fully load up to 80% shall be no longer than 5 minutes. The manufacturer shall supply documentation to support their ability to do this.

    a. If the documentation is not adequate, the manufacturer must demonstrate this in the factory on an AHRI certified loop.

    b. See Section 2.13 for more information on restart demonstration.
T. The chiller control panel shall provide hardwire connections for the following binary and analog signals:
   a. Compressor Running.
   b. Detection by the panel of a fault requiring manual reset.
   c. Chiller operation at maximum capacity.
   d. Chiller operation in condenser limit mode and thereby requesting condenser water temperature relief.

U. The chiller control panel shall provide an analog [2 - 10VDC] [4 - 20mA] output signal that shall indicate the Compressor Motor Percent RLA.

V. The chiller should have a condenser pressure output signal of [0 - 10VDC] [4 - 20mA] that may be used for head pressure control if required.

W. The chiller control panel shall allow for an analog input for a chilled water set point and an electrical current limit set point. These set points can be in the form of 4-20 mA or 2-10 Vdc signals from a remote source (i.e. generic building automation system).

X. The chiller controller shall communicate directly to Trane Tracer control panel.

Y. The unit mounted chiller controller must be able to communicate directly to a building automation system using a BACnet IP (Ethernet) link.

13. FREQUENCY DRIVES AND STARTERS

A. LOW VOLTAGE, UNIT MOUNTED, WYE DELTA STARTER
   a. Motor starter shall be a Star (Wye)-Delta Closed Transition and shall have a NEMA 1A gasketed enclosure. The starter shall be UL 508 approved.
   b. Motor starters shall include incoming line provisions for the number and size cables shown on the drawings. Incoming line lugs shall be copper mechanical type.
   c. Contactors shall be sized properly to the chiller full load currents.
   d. Each motor starter shall include a 4 KVA control power transformer with fused primary and secondary. Control relays shall be provided within the motor starter to interface with the control panel.
   e. If the chiller main processor does not include an advanced motor protection system, the starter shall include an advanced motor protection system incorporating electronic three phase current overloads and current transformers. This electronic motor protection system shall monitor and protect against the following conditions:
      i. Current phase loss.
      ii. Current phase unbalance.
iii. Current phase reversal.
iv. Under/Over line voltage.
v. Motor current overload during startup and running.
vi. Momentary power loss protection with auto restart consisting of three-phase current sensing devices that monitor the status of the current. Restart inhibit is active and looks at motor RTDs to maximize starts/hour.
vii. Starter contactor fault protection.
viii. Starter transition failure.
ix. Distribution fault protection.
f. The starter shall be able to operate in temperatures up to 104°F (40°C)
g. All field supplied wires, bus bars, and fittings shall be copper only.
h. The starter enclosure shall have a starter short circuit current rating (SCCR) of 65,000 amps. If the starter enclosure does not have this SCCR rating, then a device shall be provided upstream of the starter to limit the fault current at the starter to be equal or less than the starter short circuit rating of the starter.
i. The following optional starter features shall be provided:
   i. Circuit Breaker - Starter shall contain a circuit breaker capable of breaking currents up to its interruption capacity of 600 amperes (AIC). Operating handle and trip indicator shall be located on the door. This handle shall be capable of being padlocked.

2. EXECUTION
   1. INSTALLATION
      A. Install in accordance with manufacturer's instructions.
      B. Provide for connection to electrical service. Include for connection of oil pump if required.
      C. Provide for connection of electrical wiring between starter and chiller control panel, oil pump, and purge unit.
      D. Furnish and install necessary auxiliary water piping for oil cooling units if required.
      E. Arrange piping for easy dismantling to permit tube cleaning.
      F. Provide piping from chiller relief device to outdoors. Size as recommended by manufacturer.
G. Chiller vibration isolation and the base type (i.e. floor pad) will be in accordance with ASHRAE Handbook, 1995, HVAC Applications, Chapter 43 Table 42.

2. MANUFACTURER'S FIELD SERVICES

A. All Startup, maintenance and monitoring functions shall be performed by a manufacturer's commercial agent to confirm, (in writing), that equipment has been correctly installed and passes specification checklist prior to equipment becoming operational and covered under OEM warranty.

B. Applied chiller manufacturers shall maintain service capabilities no more than 50 miles from the job site.

C. The manufacturer shall furnish complete submittal wiring diagrams of the chiller(s) starter(s) and associated components like cooling towers, pumps, interlocks, etc. as applicable for field maintenance and service.

D. Earthwise Service Extension - Comprehensive startup, training, physical inspection, and remote monitoring are required to maintain specified performance and efficiency of the chiller system and to confirm like new condition prior to the equipment finishing its warranty.

   a. EXECUTIVE COORDINATION - Prestart instructions and coordination is to be provided by senior lead technician or supervisor to:

      i. Review installation checklist with installing contractor.
      ii. Review startup procedures and required support.
      iii. Review training requirements, timing and logistics with the installing contractor.

   b. STARTUP - Provide all labor and materials to perform the startup.

      This shall be done in strict accordance with manufacturer's specifications and requirements by a factory authorized representative.

      i. Provide a complete log of all operating parameters.
      ii. Assure actual performance matches with submittals and computerized selection programs for other than submittal conditions.
      iii. Submit a hard copy of the service report and logs.

   c. TRAINING - Provide a minimum of four hours of training that is a combination of classroom and hands on instruction.

   d. INSPECTIONS - For the duration of the warranty, during operation, there shall be inspections in 3 month intervals, to perform the following:

      i. Check the general operation of the unit.
ii. Provide a complete log as in item 2 above.

iii. Check operation of the control circuit.

iv. Check operation of the lubrication system.

v. Check operation of the motor and starter.

vi. Analyze the record data. Compare the data to the original design conditions.

vii. Review operating procedures with operating personnel.

viii. Do one oil analysis and submit the written report. Change the oil and filter as required in the published manufacturer's literature.

ix. Complete all recommended maintenance and tests as documented in the manufacturer's published literature.

x. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies.

xi. At the final inspection (performed within 30 days of warranty expiration), assure that the chillers are functioning correctly and that all warranty items are resolved to the customer's satisfaction.

e. CENTRAL MONITORING - Provide remote monitoring through the building EMCS system as follows:

i. Critical alarm monitoring.

ii. Automated alarm routing and notification of local Trane field office service personnel.

iii. Routine verification of communications link.

iv. Archived documentation of critical events history.

v. Automated alarm activity reports XX.

3. SCHEDULE

<table>
<thead>
<tr>
<th>Drawing Code</th>
<th>Unit 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>Trane</td>
</tr>
<tr>
<td>Model Number:</td>
<td>CVHE</td>
</tr>
<tr>
<td>Cooling Capacity:</td>
<td>395 tons</td>
</tr>
</tbody>
</table>

**Evaporator:**

- Flow Rate: 960 gpm
- Entering Fluid Temp: 54.83 F
- Leaving Fluid Temp: 45 F
- Pressure Drop: 11.62 ft H2O
- Fouling Factor: 0.0001 hr-sq ft-deg F/ Btu
- Fluid Type: water
- Fluid Concentration: 0 %
### Condenser:

- **Flow Rate:** 1200 gpm  
- **Entering Fluid Temp:** 85 F  
- **Leaving Fluid Temp:** 94.12 F  
- **Pressure Drop:** 9.15 ft H2O  
- **Fouling Factor:** 0.00025 hr-sq ft-deg F/ Btu  
- **Fluid Type:** water  
- **Fluid Concentration:** 0 %

### Compressor:

- **Maximum Power Input:** 197.4 kW  
- **Voltage, 3 Phase:** 480. V  
- **kW/ton (see Section 1.07 for details):** 0.4998 kW/ton

### Starter:

- **Type:** Starter  
- **Incoming RLA:** 282.1 A

## 3. SEQUENCE OF OPERATIONS

Chiller shall receive start command from building automation system after BAS opens the chiller chill water sources valve. Chiller control panel shall then start both chill water and condenser water pumps before starting chiller.

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### TEMPERATURE CONTROL SYSTEM

**GENERAL:** Control work shall be by the owner. Contractor shall install weld-o-let fittings in piping as directed with owner for EMS sensors and other devices. Contractor shall also be responsible for installing conduit with pull string where noted on drawings. All work shall be coordinated with the owner prior to installation.

**OWNER RESPONSIBILITY**

The owner shall be responsible for control work associated with this contract.

**BASIC ELECTRICAL REQUIREMENTS**

**SUMMARY:**

This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of these specifications.

**ELECTRICAL INSTALLATIONS:**

Coordinate electrical equipment and materials installation with other building components.

Verify all dimensions by field measurements.

Arrange for chases, slots, and openings in other building components to allow for electrical
installations.

Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.

Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.

Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.

Where mounting heights are not detailed or dimensioned, install electrical services and overhead equipment to provide the maximum headroom possible.

Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

Coordinate the installation of electrical materials and equipment above ceilings with suspension system, mechanical equipment and systems, and structural components.

Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.

CUTTING AND PATCHING:
This Article specifies the cutting and patching of electrical equipment, components, and materials to include removal and legal disposal of selected materials, components, and equipment.

Do not endanger or damage installed Work through procedures and processes of cutting and patching.

Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.

No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective, or non-conforming installations.

Perform cutting, fitting, and patching of electrical equipment and materials required to:

  uncover Work to provide for installation of ill-timed Work;
  remove and replace defective Work;
  remove and replace Work not conforming to requirements of the Contract Documents;
remove samples of installed Work as specified for testing;

install equipment and materials in existing structures;

upon written instructions from the Architect/Engineer, uncover and restore Work to provide
for Architect/Engineer observation of concealed Work.

Cut, remove and legally dispose of selected electrical equipment, components, and materials as
indicated, including, but not limited to removal of electrical items indicated to be removed and items
made obsolete by the new Work.

Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be
removed.

Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and
dirt to adjacent areas.

Locate, identify, and protect electrical services passing through remodeling or demolition area and
serving other areas required to be maintained operational. When transit services must be interrupted,
provide temporary services for the affected areas and notify the Owner prior to changeover.

ELECTRICAL SUBMITTALS:
Submittal of shop drawings, product data, and samples will be accepted only when submitted by The
Contractor. Data submitted from subcontractors and material suppliers directly to the
Architect/Engineer will not be processed.

DELIVERY, STORAGE, AND HANDLING:
Deliver products to project properly identified with names, model numbers, types, grades,
compliance labels, and similar information needed for distinct identifications; adequately packaged
and protected to prevent damage during shipment, storage, and handling.

Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect
stored equipment and materials from damage.

Coordinate deliveries of electrical materials and equipment to minimize construction site congestion.
Limit each shipment of materials and equipment to the items and quantities needed for the smooth
and efficient flow of installations.

RECORD DOCUMENTS:
Mark Drawings to indicate revisions to conduit size and location both exterior and interior; actual
equipment locations, dimensioned for column lines; concealed equipment, dimensioned to column
lines; distribution and branch electrical circuitry; fuse and circuit breaker size and arrangements;
support and hanger details; Change Orders; concealed control system devices.

Mark Specifications to indicate approved substitutions; Change Orders; actual equipment and
materials used.
OPERATION AND MAINTENANCE DATA:
Include the following information:

Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

Manufacturer's printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shut-down, and emergency instructions; and summer and winter operating instructions.

Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

Servicing instructions and lubrication charts and schedules.

WARRANTIES:
Refer to individual equipment specifications for warranty requirements.

Compile and assemble the warranties into a separated set of vinyl covered, three ring binders, tabulated and indexed for easy reference.

Provide complete warranty information for each item to include product or equipment to include date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

CLEANING:
Clean all light fixtures, lamps and lenses prior to final acceptance. Replace all inoperative lamps.

RACEWAYS

DESCRIPTION OF WORK:
Extent of raceway work is indicated by drawings and schedules.

Types of raceways specified in this section include the following:

- Electrical metallic tubing (EMT).
- Liquid-tight flexible metal conduit.
- Rigid metal conduit.
- Rigid nonmetallic conduit.
- Flexible metal conduit.

QUALITY ASSURANCE:

Manufacturers: Firms regularly engaged in manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with electrical raceway work similar to that required for this project.

Codes and Standards:

NEMA Compliance: Comply with applicable portions of NEMA Standards Publications pertaining to raceways.

UL Compliance and Labeling: Comply with applicable requirements of UL safety standards pertaining to electrical raceway systems. Provide raceway products and components which have been UL-listed and labeled.

NEC Compliance: Comply with applicable requirements of NEC pertaining to construction and installation of raceway systems.

PRODUCTS:

METAL CONDUIT AND TUBING:

General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by Installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.

Rigid Steel Conduit: Provide rigid steel, zinc-coated, threaded type conforming to FS WW-C-581, ANSI C80.1 and UL 6.

Provide zinc coating fused to inside and outside walls.

Liquid-Tight Flexible Metal Conduit: Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

Rigid Metal Conduit Fittings: Cast malleable iron, galvanized or cadmium plated, conforming to FS W-F-408.

Use Type 1 fittings for raintight connections.

Use Type 2 fittings for concrete tight connections.

Use Type 3 fittings for other miscellaneous connections.

Liquid-Tight Flexible Metal Conduit Fittings: FS W-F-406, Type 1, Class 3, Style G. Provide cadmium plated, malleable iron fittings with compression type steel ferrule and neoprene gasket sealing rings, with insulated, or non-insulated throat.

Electrical Metallic Tubing (EMT): FS WW-C-563, ANSI C80.3 and UL 797.
Electrical Metallic Tubing (EMT): Provide galvanized steel hot-dipped zinc galvanized tubing with smooth corrosion resistant interior wall. Tubing shall bear the UL label and conform to UL 797 and ANSI 680.3 installation shall be in accordance with National Electrical Code Article 348.

NONMETALLIC CONDUIT AND DUCTS:
General: Provide nonmetallic conduit, ducts and fittings of types, sizes and weights for each service indicated. Where types and grades are not indicated, provide proper selection determined by Installer to fulfill wiring requirements which comply with provisions of NEC for raceways.

Electrical Plastic Conduit:

Heavy Wall Conduit: Schedule 40, 90 C, UL-rated, construct of polyvinyl chloride and conforming to NEMA TC-2, for direct burial, or normal above ground use, UL-listed and in conformity with NEC Article 347.

Extra Heavy Wall Conduit: Schedule 80, UL-rated, construct of polyvinyl chloride compound C-200 PVC, and UL-listed in accordance with NEC Article 347 for direct burial, or above ground use.

Conduit, and Tubing Accessories: Provide conduit, tubing and duct accessories of types, sizes and materials, complying with manufacturer's published product information, which mate and match conduit and tubing.

Conduit Bodies: Provide galvanized cast-metal conduit bodies of types, shapes and sizes as required to fulfill job requirements and NEC requirements. Construct conduit bodies with threaded-conduit-entrance ends, removable covers, either cast or of galvanized steel, and corrosion-resistant screws.

WIREWAYS:
General: Provide electrical wireways of types, grades, sizes, and number of channels, for each type service as indicated. Provide complete assembly of raceway including, but not limited to, couplings, offsets, elbows, expansion joints, adapters, holddown straps, end caps, and other components and accessories as required for complete system.

Raintight Wireway: Construct raintight lay-in wireways with hinged covers, in accordance with UL 870 and with components UL-listed, including lengths, connectors and fittings. Design units to allow fastening hinged cover closed without use of parts other than standard lengths, fittings and connectors. Construct units to be capable of sealing cover in closed position with sealing wire. Provide wireway units with knockouts only in bottom of troughs.

EXECUTION

INSPECTION:
Examine areas and conditions under which raceways are to be installed, and substrate which will support raceways. Notify contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in manner
acceptable to Installer.

**INSTALLATION OF RACEWAYS:**

**General:** Install raceways as indicated; in accordance with manufacturers' written installation instructions, and in compliance with NEC and NECA's "Standard of Installation". Install units plumb and level, and maintain manufacturer's recommended clearances.

Coordinate with other work including wires/cables, boxes, and panel work, as necessary to interface installation of electrical raceways and components with other work.

**INSTALLATION OF CONDUITS:**

**General:** Install concealed conduits in new construction work, either in walls, slabs, or above hung ceilings. Run conduits concealed in existing work where practicable. Where conduits can not be concealed in finished areas, use surface metal raceways.

Mechanically fasten together metal conduits, enclosures, and raceways for conductors to form continuous electrical conductor. Connect to electrical boxes, fittings and cabinets to provide electrical continuity and firm mechanical assembly.

Avoid use of dissimilar metals throughout system to eliminate possibility of electrolysis. Where dissimilar metals are in contact, coat surfaces with corrosion inhibiting compound before assembling.

Install miscellaneous fittings such as reducers, chase nipples, 3-piece unions, split couplings, and plugs that have been specifically designed and manufactured for their particular application. Install expansion fittings in raceways every 200' linear run or wherever structural expansion joints are crossed.

Use roughing-in dimensions of electrically operated unit furnished by supplier. Set conduit and boxes for connection to units only after receiving review of dimensions and after checking location with other trades.

Provide nylon pull cord in empty conduits where indicated. Test conduits required to be installed, but left empty, test with ball mandrel. Clear any conduit which rejects ball mandrel. Pay costs involved for restoration of conduit and surrounding surfaces to original condition.

**Conduit Installation:** Follow minimum requirements in other areas as follows:

- **Rigid metallic conduit.** (Branch circuits and sub-feeders installed outdoors)
- **Electrical metallic tubing (EMT).** (Branch circuits and sub-feeders installed indoors)

- **Flexible metal conduit.** (Final connections to light fixtures)
- **Liquid-tight flexible metal conduit.** (Final connections to all motors - interior and exterior)
- **Rigid nonmetallic conduit.** (Underground feeders & sub feeders, and underground branch circuits)
Use liquid-tight flexible conduit where subjected to one or more of the following conditions:

- Exterior location.
- Moist or humid atmosphere where condensate can be expected to accumulate.
- Corrosive atmosphere.
- Subjected to water spray or dripping oil, water or grease.
- Final 24” of connection to motors, or control items subject to movement or vibration.

Cut conduits straight, properly ream, and cut threads for heavy wall conduit deep and clean.

Field-bend conduit with benders designed for purpose so as not to distort nor vary internal diameter.

Size conduits to meet NEC, except no conduit smaller than 3/4 inch shall be embedded in concrete or masonry.

Fasten conduit terminations in sheet metal enclosures by 2 locknuts, and terminate with bushing. Install locknuts inside and outside enclosure.

Conduits are not to cross pipe shafts, or ventilating duct openings.
Keep conduits a minimum distance of 6” from parallel runs of flues, hot water pipes or other sources of heat. Wherever possible, install horizontal raceway runs above water and steam piping.

Support riser conduit at each floor level with clamp hangers.

Use of running threads at conduit joints and terminations is prohibited. Where required, use 3-piece union or split coupling. Complete installation of electrical raceways before starting installation of cables/wires within raceways.

Concealed Conduits:
Metallic raceways installed underground or in floors below grade, or outside are to have conduit threads painted with corrosion inhibiting compound before couplings are assembled. Draw up coupling and conduit sufficiently tight to ensure watertightness.

For floors-on-grade, install conduits under concrete slabs.

Install underground conduits minimum of 24” below finished grade.

Conduits in Concrete Slabs:
Place conduits between bottom reinforcing steel and top reinforcing steel.

Place conduits either parallel, or at 90 degrees, to main reinforcing steel.

Separate conduits by not less than diameter of largest conduit to ensure proper concrete bond.
Conduits crossing in slab must be reviewed for proper cover by Engineer.

Embedded conduit diameter is not to exceed 1/3 of slab thickness.

Install conduits as not to damage or run through structural members. Avoid horizontal or cross runs in building partitions or side walls.

**Aboveground Conduits:**

Install all conduit systems neatly, parallel with, or at right angles to walls of building.

Install conduit work as not to interfere with ceiling inserts, lights or ventilation ducts or outlets.

Support all conduits by use of hangers, clamps, or clips. Support conduits on each side of bends and on spacing not to exceed following: up to 1": 6'-0"; 1-1/4" and over: 8'-0".

Run conduits for outlets on waterproof walls exposed. Set anchors for supporting conduit on waterproof wall in waterproof cement.

**Non-Metallic Conduits:**

Make solvent cemented joints in accordance with recommendations of manufacturer.

Install PVC conduits in accordance with NEC and in compliance with local utility practices.

**Conduit Fittings:**

Construct locknuts for securing conduit to metal enclosure with sharp edge for digging into metal, and ridged outside circumference for proper fastening.

Bushings for terminating conduits smaller than 1-1/4" are to have flared bottom and ribbed sides, with smooth upper edges to prevent injury to cable insulation. Install insulated type bushings for terminating conduits 1-1/4" and larger. Bushings are to have flared bottom and ribbed sides. Upper edge to have phenolic insulating ring molded into bushing.

Bushing of standard or insulated type to have screw type grounding terminal.

Miscellaneous fittings such as reducers, chase nipples, 3-piece unions, split couplings, and plugs to be specifically designed for their particular application.

**INSTALLATION OF RACEWAYS AND WIREWAYS:**

**General:** Mechanically assemble metal enclosures, and raceways for conductors to form continuous electrical conductor, and connect to electrical boxes, fittings and cabinets as to provide effective electrical continuity and rigid mechanical assembly.
Avoid use of dissimilar metals throughout system to eliminate possibility of electrolysis. Where dissimilar metals are in contact, coat all surfaces with corrosion inhibiting compound before assembling.

Install expansion fittings in all raceways wherever structural expansion joints are crossed.

Make changes in direction of raceway run with proper fittings, supplied by raceway manufacturer. No field bends of raceway section will be permitted.

Properly support and anchor raceways for their entire length by structural materials. Raceways are not to span any space unsupported.

Use boxes as supplied by raceway manufacturer wherever junction pull or devices boxes are required. Standard electrical "handy" boxes, etc. shall be permitted for use with surface raceway installations.

**WIRES AND CABLES**

**DESCRIPTION OF WORK:**

Extent of electrical wire and cable work is indicated by drawings and schedules.

Types of electrical wire, cable, and connectors specified in this section include the following:

- Copper conductors.
- Tap type connectors.
- Split-bolt connectors.
- Wirenut connectors.

Applications of electrical wire, cable and connectors required for project are as follows:

For motor-branch circuits.

**QUALITY ASSURANCE:**

Manufacturers: Firms regularly engaged in manufacture of electrical wire and cable products of types, sizes and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.

Installer's Qualifications: Firm with at least 3 years of successful installation experience with projects utilizing electrical wiring and cabling work similar to that required for this project.

NEC Compliance: Comply with NEC requirements as applicable to construction, installation and color coding of electrical wires and cables.

UL Compliance: Comply with applicable requirements of UL Std 83, "Thermoplastic-Insulated Wires and Cables", and Std 486A, "Wire Connectors and Soldering Lugs for Use with Copper Conductors".
UL Compliance: Provide wiring/cabling and connector products which are UL-listed and labeled.

ETL Compliance: Provide wiring/cabling and connector products which are ETL-listed and labeled.

NEMA/ICEA Compliance: Comply with NEMA/ICEA Std Pub/No.'s WC 5, "Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy", and WC-30, "Color Coding of Wires and Cables", pertaining to electrical power type wires and cables.

ASTM Compliance: Comply with applicable requirements of ASTM B1, 2, 3, 8 and D-753. Provide copper conductors with conductivity of not less than 98% at 20 deg C (68 deg F).

SUBMITTALS:

Product Data: Submit manufacturer's data on electrical wires, cables and connectors.

DELIVERY, STORAGE, AND HANDLING:

Deliver wire and cable properly packaged in factory-fabricated type containers, or wound on NEMA-specified type wire and cable reels.

Store wire and cable in clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.

Handle wire and cable carefully to avoid abrasing, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include the following:

Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type of wire, cable, and connector):

Wire and Cable:
Advance Wire and Cable Corp.
American Insulated Wire Corp.
American Wire and Cable Co.
Anaconda-Ericsson Inc; Wire and Cable Div.
Belden Div; Cooper Industries.
Brand-Rex Div; Pyle National Co.
Cerro Wire and Cable Corp.
Cleveland Insulated Wire Co.
General Cable Corporation.
Helix Wire Corporation.
Hitemp Wires, Inc.
Indiana Insulated Wire Inc.
Madison Wire and Cable Corp.
Phelps Dodge Cable and Wire Co.
Pirelli Cable Corp.
Radix Wire Co.
Rome Cable Corp.
Southwire Company.
Triangle PWC, Inc.

Connectors:
AMP, Inc.
Appleton Electric Co; Emerson Electric Co.
Burndy Corporation.
Brand-Rex Div, Pyle National Co.
Electrical Products Div; Midland-Ross Corp.
General Electric Co.
Gould, Inc.
Ideal Industries, Inc.
Leviton Mfg Company.
3M Company.
O-Z/Gedney Co.
Southport Industries Inc.
Square D Company.
Thomas and Betts Corp.

WIRE, CABLE AND CONNECTORS:

General: Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, for a complete installation, and for application indicated. Except as otherwise indicated, provide copper conductors with conductivity of not less than 98% at 20 deg C (68 deg F).

Building Wires: Provide factory-fabricated wire of sizes, ampacity ratings, and materials for applications and services indicated. Where not indicated, provide proper selection as determined by Installer to comply with project's installation requirements, NEC and NEMA standards. Select from the following UL types, those wires with construction features which fulfill project requirements:

Type THWN: For dry and wet locations; max operating temperature 75 deg C (167 deg F). Insulation, flame-retardant, moisture- and heat-resistant, thermoplastic; outer covering, nylon jacket; conductor, annealed copper.

EXECUTION

INSTALLATION OF WIRES AND CABLES:

General: Install electrical cables, wires and connectors as indicated, in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation", and in accordance with
recognized industry practices.

**Coordinate** wire/cable installation work including electrical raceway and equipment installation work, as necessary to properly interface installation of wires/cables with other work.

**Install** UL Type THWN or THHN wiring in conduit, for circuits.

Pull conductors simultaneously where more than one is being installed in same raceway.

Use pulling compound or lubricant, where necessary; compound used must not deteriorate conductor or insulation.
Use pulling means, including fish tape, cable, rope and basket weave wire/cable grips which will not damage cables or raceway.

Keep conductor splices to minimum. All splices and taps shall be made in junction boxes.

**Tighten** electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std 486A and B.

**FIELD QUALITY CONTROL:**

Prior to energization of circuitry, check installed wires and cables with megohm meter to determine insulation resistance levels to ensure requirements are fulfilled.

Prior to energization, test wires and cables for electrical continuity and for short-circuits.

Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

**Color Coding shall be as follows:**

1. 120/208 volt circuits: Phase A - Black; Phase B - Red; Phase C - Blue; Neutral - White; Ground - Green.

2. 277/480 volt circuits: Phase A - Brown; Phase B - Orange; Phase C - Yellow; Neutral - Gray; Ground - Green w/stripe.

**ELECTRICAL CONNECTIONS FOR EQUIPMENT**

**DESCRIPTION OF WORK:**

Extent of electrical connections for equipment is indicated by drawings and schedules. Electric connections are hereby defined to include connections used for providing electrical power to
Applications of electrical power connections specified in this section includes the following:

From electrical source to motor starters.

From motor starters to motors.

To grounds including earthing connections.

QUALITY ASSURANCE:

Manufacturers: Firms regularly engaged in manufacture of electrical connectors and terminals, of types and ratings required, and ancillary connection materials, including electrical insulating tape, electrical flux, and cable ties, whose products have been in satisfactory use in similar service for not less than 5 years.

Installer's Qualifications: Firms with at least 2 years of successful installation experience on projects utilizing electrical connection for equipment similar to that required for this project.

NEC Compliance: Comply with applicable portions of NEC as to type products used and installation of electrical power connections (terminals and splices), for junction boxes, motor starters, and disconnect switches.


ANSI Compliance: Comply with applicable requirements of ANSI/NEMA and ANSI/EIA standards pertaining to products and installation of electrical connections for equipment.

UL Compliance: Comply with UL Std 486A, "Wire Connectors and Soldering Lugs for Use With Copper Conductors" including, but not limited to, tightening of electrical connectors to torque valves indicated. Provide electrical connection products and materials which are UL-listed and -labeled.

PRODUCTS

MATERIALS AND COMPONENTS:

General: For each electrical connection indicated, provide complete assembly of materials, including but not necessarily limited to, pressure connectors, terminals (lugs), electrical insulating tape, electrical solder, electrical soldering flux, heat-shrinkable insulating tubing, cable ties, solderless wirenuts, and other items and accessories as needed to complete splices and termination of types indicated.

Metal Conduit, Tubing and Fittings:

General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall
thicknesses) indicated for each type service. Where types and grades are not indicated, provide proper selection as determined by Installer to fulfill wiring requirements and comply with NEC requirements for raceways. Provide products complying with Division-16 basic electrical materials and methods section "Raceways", and in accordance with the following listing of metal conduit, tubing and fittings:

- Rigid steel conduit.
- Liquid-tight flexible metal conduit.
- Liquid-tight flexible metal conduit fittings.

Wire, Cable and Connectors:

Wires/Cables: Unless otherwise indicated, provide wires/cables (conductors) for electrical connections which match, including sizes and ratings, of wires/cables which are supplying electrical power. Provide copper conductors with conductivity of not less than 98% at 20 deg C (68 deg F).

Connectors and Terminals: Provide electrical connectors and terminals which mate and match, including sizes and ratings with equipment terminals and are recommended by equipment manufacturer for intended applications.

Electrical Connection Accessories: Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, electrical solder, electrical soldering flux, wirenuts and cable ties as recommended for use by accessories manufacturers for type services indicated.

EXECUTION

INSPECTION:

Inspect area and conditions under which electrical connections for equipment are to be installed and notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

INSTALLATION OF ELECTRICAL CONNECTIONS:

Install electrical connections as indicated; in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with applicable requirements of UL, NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements.

Coordinate with other work, including wires/cables, raceway and equipment installation, as necessary to properly interface installation of electrical connections for equipment with other work. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.

Maintain existing electrical service and feeders to occupied areas and operational facilities, unless otherwise indicated, or when authorized otherwise in writing by Owner, or Architect/Engineer.
Provide temporary service during interruptions to existing facilities. When necessary, schedule momentary outages for replacing existing wiring systems with new wiring systems. When that "cutting-over" has been successfully accomplished, remove, relocate, or abandon existing wiring as indicated.

Cover Splices with electrical insulating material equivalent to, or of greater insulation resistivity rating, than electrical insulation rating of those conductors being spliced.

Prepare cables and wires, by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated. Exercise care to avoid cutting through tapes which will remain on conductors. Also avoid "ringing" copper conductors while skinning wire.

Trim cables and wires as short as practicable and arrange routing to facilitate inspection, testing and maintenance.

Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturers published torque tightening values for equipment connectors. Accomplish tightening by utilizing proper torquing tools, including torque screwdriver, beam-type torque wrench, and ratchet wrench with adjustable torque settings. Where manufacturer's torqueing requirements are not available, tighten connectors and terminals to comply with torqueing values contained in UL's 486A.

Provide liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration, and also where subjected to one or more of the following conditions:

- Exterior location.
- Moist or humid atmosphere where condensate can be expected to accumulate.
- Corrosive atmosphere.
- Water spray.
- Dripping oil, grease, or water.

Fasten identification markers to each electrical power supply wire/cable conductor which indicates their voltage, phase and feeder number. Affix markers at each terminal conductor, as close as possible to the point of connection.

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FIELD QUALITY CONTROL:

Upon completion of installation of electrical connections, and after circuitry has been energized with rated power source, test connections to demonstrate capability and compliance with requirements. Ensure that direction of rotation of each motor fulfills requirement. Correct malfunctioning units at site, then retest to demonstrate compliance.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

GENERAL
RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

SUMMARY
This Section includes individually mounted enclosed switches and circuit breakers used for the following:

Service disconnecting means.
Motor and equipment disconnecting means.

DEFINITIONS
GFCl: Ground-fault circuit interrupter.
RMS: Root mean square.
SPDT: Single pole, double throw.

SUBMITTALS
Product Data: For each type of switch, circuit breaker, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

Shop Drawings: For each switch and circuit breaker.

Qualification Data: Submit data for testing agencies indicating that they comply with qualifications specified in "Quality Assurance" Article.

Maintenance Data: For enclosed switches and circuit breakers and for components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Closeout Procedures," include the following:

    Routine maintenance requirements for components.
    Manufacturer's written instructions for testing and adjusting switches and circuit breakers.
    Time-current curves, including selectable ranges for each type of circuit breaker.

QUALITY ASSURANCE
Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Comply with NEMA AB 1 and NEMA KS 1.

Comply with NFPA 70-2002.
Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

**COORDINATION**
Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

**PRODUCTS**

**MANUFACTURERS**
Manufacturers: Subject to compliance with requirements, provide products by one of the following:

Fusible Switches:

- Eaton Corp.; Cutler-Hammer Products.
- General Electric Co.; Electrical Distribution & Control Division.
- Siemens Energy & Automation, Inc.
- Square D Co.

**ENCLOSED SWITCHES**
Enclosed, Nonfusible Switch: NEMA KS 1, Type HD, with lockable handle.

Enclosed, Fusible Switch, 800 A and Smaller: NEMA KS 1, Type HD, with clips to accommodate specified fuses, lockable handle with two padlocks, and interlocked with cover in closed position.

**ENCLOSURES**
NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.

Outdoor Locations: NEMA 250, Type 3R

**EXAMINATION**
Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.

Proceed with installation only after unsatisfactory conditions have been corrected.

**IDENTIFICATION**
Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Electrical Identification."

Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.
CONNECTIONS
Install equipment grounding connections for switches and circuit breakers with ground continuity to main electrical ground bus.

Install power wiring. Install wiring between switches and circuit breakers, and control and indication devices.

Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

FIELD QUALITY CONTROL
Prepare for acceptance tests as follows:

Test insulation resistance for each enclosed switch, circuit breaker, component, and control circuit.

Test continuity of each line- and load-side circuit.
Testing: After installing enclosed switches and circuit breakers and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.

Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

CLEANING
On completion of installation, inspect interior and exterior of enclosures. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

PROTECTION OF EQUIPMENT AND MATERIALS:

The contractor shall at all times take such precautions as may be necessary to properly protect all equipment and materials from damage; failure on the part of the contractor to comply with the above to the entire satisfaction of the University will be sufficient cause for rejection of the particular piece of equipment in question.

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
ALTERNATES

Alternate No. 1 – N/A

Alternate No. 2 – N/A

Alternate No. 3 – N/A

END OF SECTION
INSTRUCTIONS TO BIDDERS

https://www.doa.la.gov/.../24_Instructions_to_Bidders_July2018.docx

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

   Advertisement for Bids (if applicable)
   Instructions to Bidders
   Bid Form
   Bid Bond
   General Conditions of the Contract for Construction,
   AIA Document A201, 2017 Edition
   Supplementary Conditions
   Contract Between Owner and Contractor
   and Performance and Payment Bond
   Affidavit
   User Agency Documents (if applicable)
   Change Order Form
   Partial Occupancy Form
   Recommendation of Acceptance
   Asbestos Abatement (if applicable)
   Other Documents (if applicable)
   Specifications & Drawings
   Addenda issued during the bid period and
   acknowledged in the Bid Form

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 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**
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 by the Architect.

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 in 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 ($10,000.00), 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 or 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

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

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 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

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.
SUPPLEMENTARY CONDITIONS

https://www.doa.la.gov/.../27_Supplementary_Conditions_April2018.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.

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 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.”

4.2.2 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.

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-Sublicontractor’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 “social security, 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 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

<table>
<thead>
<tr>
<th>Type of Construction</th>
<th>Projects up to $1,000,000</th>
<th>Projects over $1,000,000 up to $10,000,000</th>
<th>Projects over $10,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Buildings:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Minimum Limit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Project Aggregate</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>Renovations:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000**</td>
<td>$2,000,000**</td>
<td>$4,000,000**</td>
</tr>
<tr>
<td>Minimum Limit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Project Aggregate</td>
<td>2 times per occur limit**</td>
<td>2 times per occur limit**</td>
<td>2 times per occur limit**</td>
</tr>
</tbody>
</table>
| The building(s) value for the Project is $_________________.
| **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 $3,000,000 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 $10,000,000 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 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 nonconforming 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:

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>11 days</td>
</tr>
<tr>
<td>February</td>
<td>10 days</td>
</tr>
<tr>
<td>March</td>
<td>8 days</td>
</tr>
<tr>
<td>April</td>
<td>7 days</td>
</tr>
<tr>
<td>May</td>
<td>5 days</td>
</tr>
<tr>
<td>June</td>
<td>6 days</td>
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<tr>
<td>July</td>
<td>6 days</td>
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<tr>
<td>August</td>
<td>5 days</td>
</tr>
<tr>
<td>September</td>
<td>4 days</td>
</tr>
<tr>
<td>October</td>
<td>3 days</td>
</tr>
<tr>
<td>November</td>
<td>5 days</td>
</tr>
<tr>
<td>December</td>
<td>8 days</td>
</tr>
</tbody>
</table>

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 Revised February 2019  
(for contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University (“Contractors”). This document also sets forth the insurance language that should be included in all University contracts with Contractors (“Contracts”). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University’s Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University’s Risk Manager.

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. Requests for any variation in this language will be reviewed by University’s Risk Manager, who will make the final decision.

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 this 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.

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 in this section, 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 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 under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional
services, where applicable:

A. 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:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- 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.

B. 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.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University’s ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University’s Director of Purchasing, at his/her discretion, may choose to reduce the insurance
required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation
University may waive workers’ compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers’ compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of $100,000. 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.

C. Automobile Liability
Automobile Liability Insurance requirements may be waived only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language
Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.
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.

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

BID FOR: CHILLER REPLACEMENT – OLIVER HALL

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 2020  
(Owner to provide name of entity preparing bidding documents.)

Bidder 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:  

Dollars ($_________________________)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  

Dollars ($_________________________)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  

Dollars ($_________________________)

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 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 RS 38:2218(A) attached to and made a part of this bid.
NOTE: Affidavit submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with LA. R.S. 38:2212.10.

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:

L.A. 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 (h) Contractors; misapplication of payments (R.S. 14:202)
   (R.S.14:67.20)                   (i) Malfeasance in office (R.S. 14:134)
   (d) False accounting (R.S. 14:70)  
   (e) Issuing worthless checks (R.S. 14:71)  

L.A. 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.
L.A. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding /proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the _____ day of ______________, 20___.

Notary Public
STATE OF _____________________

[ ] PARISH OF _____________________ [ ] COUNTY OF _____________________

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT, NOR WILL NOT 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) ________________________________, attests 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