UNIVERSITY of NEW ORLEANS

BID SPECIFICATIONS FOR JOB ENTITLED

UNIVERSITY CENTER STAIRWELL REPAIR & WATERPROOFING

Sealed Bid #BTB 2612

Bid Date: July 16, 2020

Bid Time: 2:00 p.m.

Mandatory Pre-Bid Conference:

Date: July 9, 2020

10:00 a.m. at the

Facility Services - Administration Building Room 112
BID SPECIFICATIONS FOR
JOB ENTITLED

UNIVERSITY CENTER
STAIRWELL REPAIR & WATERPROOFING

PREPARED BY
UNIVERSITY OF NEW ORLEANS
PURCHASING OFFICE
Administration Annex, Room 1004-G
LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148

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PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director
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UNIVERSITY REPRESENTATIVE: John M Young, Director of Maintenance
(504)280-1265 E-mail jmyoung3@uno.edu
May 20, 2020
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**BID INFORMATION**

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END
INSTRUCTIONS TO BIDDERS

ARTICLE I

PROJECT TITLE AND BID OPENING DATE & TIME

1.1 Project Title: UNIVERSITY CENTER STAIRWELL REPAIR & WATERPROOFING

Bid Opening Date & Time: July 16, 2020 at 2:00 p.m.

Location of Bid Opening:

University of New Orleans Campus
Purchasing Office
Administration Annex, Room 1004G
New Orleans, Louisiana 70148

ARTICLE 2

BIDDER'S REPRESENTATION

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

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

The Bidder is advised to carefully consider all University physical features and activities and occupancies by faculty, staff and students, and to plan construction activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to University premises. Such examinations may be made only in the offices of the University Facility Services as part of the Mandatory Pre-Bid Conference.

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

2.1.4 When a discrepancy or ambiguity arises between the written specifications and the drawings, the document which is more stringent, or which benefits the University more as
determined by the Director, shall govern.

2.1.5 His bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.

2.2 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. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with law. (See paragraph 4.1.8)

2.3 The University reserves the right to examine the Successful Bidder’s past payroll records and those of any subcontractor to determine whether the employees being used on the contract are regularly employed. The University also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the bidder intends to use laborers or unskilled workmen on any aspect of the contract, the bidder must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.

2.4 If the Contractor is required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of any completion deadlines or waiver of any liquidated damages specified elsewhere in the bid specifications.

ARTICLE 3

BIDDING DOCUMENTS

3.1 Copies

3.1.1 Complete bid documents may be obtained from the University of New Orleans Purchasing Office.

The Bidding Documents consist of the Drawings, the Bid Instructions and all Addenda issued prior to bid opening. Changes to the work made after the contract signing shall be documented by Change Order.

These INSTRUCTIONS TO BIDDERS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL SPECIFICATIONS with the same force as though repeated in full under each heading.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the University nor the Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The University or Consultant in making copies of the

Instructions To Bidders

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Bidding 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.

3.2 Interpretation or Correction of Bidding Documents

3.2.1 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda shall be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.

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

3.3 Substitutions

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bid opening.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the University Representative at least seven (7) days prior to the date for receipt of bids. 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 Contract Documents if the proposed substitute is used.

Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

3.3.3 If the University approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
3.4 Addenda

3.4.1 Addenda will be mailed/hand delivered and faxed to all Contractors in attendance at the mandatory Pre-Bid Conference or to all bidders if no mandatory Pre-Bid Conference is scheduled.

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

3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the time set for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of re-advertising.

3.4.4 The University 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 University of New Orleans Purchasing Office.

3.4.5 Each Bidder shall ascertain from the University of New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4

BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the forms provided by the University.

4.1.2 All blanks on the Bid Form shall be filled in by electronic means, typewriter or manually in ink. Signature is required manually by ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

4.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the proposal informal and
shall cause its rejection.

4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

4.1.7 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.

In accordance with R.S. 38:2212(A)(1)(c), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University.

By signing this bid, the bidder certifies compliance with the above.

4.1.8 On any bid of Fifty Thousand Dollars ($50,000.00) or more, the Contractor shall certify that he is licensed under R. S. 37: 2150-2173 by placing his signature on the appropriate blank on the Bid Form.

The contractor shall place his Louisiana Contractor License Number on the appropriate blank on the Bid Form.

The Contractor shall be licensed by the Louisiana State Licensing Board for Contractors under Category I, Building Construction.

Bids in excess of Fifty Thousand Dollars ($50,000.00) received from contractors not licensed under the above classification will not be considered.

4.2 Bid Security

4.2.1 Bid Security must accompany the bid in the sealed envelope. Bidders to attach a certified check, cashier's check, or University of New Orleans Bid Bond Form in the amount of five percent (5%) of the sum of the base bid and all alternates, as an evidence of good faith. Bidders are hereby notified that Bank Checks, Official Bank Checks or similar are not acceptable as bid security. Certified or cashier's checks to be drawn in favor of The University of New Orleans. The bid bond shall be written by a surety or insurance company currently on the U.S. Department of the
Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide. If the bid security for this project is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications. Any Bond submitted other than on this bond form shall cause the bid to be rejected.

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 Bidding Documents, within ten (10) 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 University as liquidated damages, not as penalty.

4.2.2 The University 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.

4.3 Submission of Bids

4.3.1 Bids shall be sealed in the envelope furnished with bid documents and will be received until the time specified and at the place specified in these bid documents. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the University of New Orleans Purchasing Office 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. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number (if the bid is $50,000.00 or more) of the Bidder.

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 New Orleans, Purchasing Office, Administration Annex Building, Room 1004-G, New Orleans, Louisiana 70148. Bids sent by express delivery shall be delivered to: University of New Orleans, Purchasing Office, Administration Annex Building, Room

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

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

4.3.4 Oral, telephonic, telegraphic, or faxed bids are invalid and shall not receive consideration. The University 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.

4.4 Modification or Withdrawal of Bid

4.4.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days 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 University of New Orleans Purchasing Office within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the University of New Orleans Purchasing Office determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor."

4.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the University of New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.

4.4.3 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.

4.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 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.

5.2 Rejection of Bids

5.2.1 The University 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 Bidding Documents or a bid in any way incomplete or irregular. The provisions and requirements of the Instructions to Bidders, the Advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived.

5.2.2 The University reserves the right to reject any and all bids at its discretion.

5.3 Acceptance of Bid

5.3.1 It is the intent of the University, if any alternates are accepted, 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 University shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

5.3.2 University of New Orleans upon receipt of bids, shall act within thirty calendar days of such receipt to award contract to the lowest responsible bidder or reject all bids. However, University of New Orleans, by mutually written consent, may agree to extend the deadline of award by one or more extensions of thirty calendar days.

ARTICLE 6

PERFORMANCE AND PAYMENT BOND

6.1 Bond Required

6.1.1 The Contractor shall pay for and provide a Performance and
Labor and Material Payment Bond in the full amount of the bid within ten (10) days after written notice from the University or its Consultant that the work has been awarded to him. Bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans and specifications or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. Surety bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list; companies authorized by this paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. 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. Bond shall be in favor of The University of New Orleans.

6.2 Time of Delivery and Form of Bond

6.2.1 The Bidder shall deliver the required bond to the University simultaneous with the execution of the Contract.

6.2.2 Bond shall be in the form furnished by University of New Orleans Purchasing Office, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Contract Documents.

6.2.3 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 7

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

7.1 Form to be Used

7.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, a copy of which is bound in the Bidding Documents.
7.2 Award

7.2.1 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.

As soon as the contract has been fully awarded according to law, certified checks will be returned to all bidders other than the successful Bidder; the latter's check will be returned on the signing of the Contract.

Upon the execution of the contract, University of New Orleans, within thirty days thereafter, shall issue to the contractor a notice to proceed with the project. However, upon mutual consent by both parties, the notice to proceed may be extended.

7.2.2 After the purchase order has been awarded, no changes will be made to any part without written approval from the Director of the Department issuing these bid documents. The proposed change will be submitted in writing, with a complete breakdown of all material and labor, and the individual cost of each.

7.3 Successful Bidder’s Delivery Schedule

7.3.1 The Successful Bidder will provide a delivery construction schedule. Submit within fifteen (15) days after the date established “Commencement of the Work”.

7.3.2 Schedule Updating: Revise the schedule after each meeting, event, or activity where schedule revisions have been recognized or made. Distribute updated schedule within seventy-two (72) hours to Project Manager for review.

7.4 Affirmative Action/Non-Discrimination

7.4.1 If the amount of the Contract is over $10,000, the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to the University entering into a contract. These documents will be in accordance with Chapter 60 of the rules and regulations, Office of Federal Contract Compliance, Equal Opportunity, U.S. Department of Labor.

7.5 Compliance Agreement

7.5.1 If the amount of the contract is $50,000 or more, the successful Bidder shall be required to execute the Affirmative Action Compliance agreement prior to the University entering into a contract.
7.6 Recording Contract

7.6.1 The Contractor at his own expense, shall record the original executed Contract and the Performance and Labor and Material Bond with the Recorder of Mortgages, Orleans Parish, within five (5) working days of Contract signing. A NOTICE OF THIS RECORDING SHALL BE SENT TO THE PURCHASING OFFICE BEFORE PURCHASE ORDER AND NOTICE TO PROCEED ARE ISSUED.

7.6.2 Recordation of certain Change Orders, see General Conditions 1.16 CHANGES TO THE WORK.

7.7 Payments

7.7.1 The Contract shall provide payment equal to not more than ninety per cent (90%) of the total contract amount upon completion of the work. The remaining ten per cent (10%) shall be paid forty-five (45) days after the acceptance of the work by the University, provided a clear lien certificate is provided by the Contractor.

7.7.2 University standard forms for "Schedule of Values" and "Payment Request" will be provided to the Contractor at the Pre-Construction Conference. An original invoice must accompany the UNO pay request forms. ONLY PAYMENT REQUESTS SUBMITTED ON THE UNIVERSITY FORM WILL BE PROCESSED FOR PAYMENT. ALL OTHERS WILL BE RETURNED FOR COMPLIANCE TO THIS REQUIREMENT.

7.7.3 When an engineer, designer, or architect is involved with the project, all pay requests must have his or her original signature on the original pay request forms before they are submitted to the University for processing.

7.7.4 No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the Director of the Department issuing these bidding documents, or his designee, such designation to be made in writing and signed by the Director. All work will be done during normal working hours unless the Director grants prior written approval, or the scope of Work requires that the work be done after hours.

7.8 Termination of Contract for Convenience

7.8.1 The University may, at any time, terminate the Contract for the University’s convenience and without cause. Upon receipt of written notice from the University of such termination for the University’s convenience, the Contractor shall: cease operations as directed by the University.
University in the notice; take actions necessary, or that the University may direct, for the protection and preservation of the Material, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

7.8.2 In case of such termination for the University’s convenience, Contractor shall be entitled to receive payment for Work executed along with reasonable overhead and profit.

7.8.3 University shall not be responsible or otherwise liable for any demobilization costs or Incidental or consequential damages resulting from such termination.

7.9 Acceptance of the Work

7.9.1 Upon substantial completion of the Work, the University shall execute a certificate that the whole work provided for in this agreement has been completed and approved under the terms and conditions thereof.

The Contractor shall then file the acceptance of the whole work at his expense with the Recorder of Mortgage of the Parish of Orleans.

ARTICLE 8

COMPLETION TIME AND LIQUIDATED DAMAGES

8.1 Contract Time:

8.1.1 Sixty (60) calendar days. The Bidder's attention is especially directed to the urgency of this work and that time is of the essence.

8.2 Liquidated Damages

8.2.1 Time is of the essence and completion of the work must be within the Contract Time for Completion-stated in Paragraph 8.1.1, subject to such extensions as may be granted by the University for delays identified as beyond the Contractor's control.

The Contractor will be assessed Three Hundred Dollars ($300.00) for each calendar day during which the work remains incomplete following the time specified for substantial completion, not as a penalty, but as acknowledged liquidated damages.

ARTICLE 9

PRE-BID CONFERENCE

9.1 A Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the

Instructions To Bidders
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mandatory Pre-Bid Conference to be held in Facility Services – Administration Building Room 112 at 10:00 A.M. on July 9, 2020. The Pre-Bid Conference shall also provide opportunity for a review of the Bid Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.

9.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

ARTICLE 10

INSURANCE

10.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI.

10.2 Insurance requirements are set forth in "Supplement I" of these documents.
I. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

II. All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

A. The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.

B. The Agency shall be named as an additional insured as regards negligence by the contractor (ISO Form CG 20 10 – current form approved for use in Louisiana).

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

D. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor/Subcontractor.

III. INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Agency in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's
rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

Thirty days prior notice of cancellation shall be given to the Agency by registered mail, return receipt requested, on all of the required coverage provided to the Agency. All notices will name the Contractor/Subcontractor and identify the contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 1997 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

A. Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be $1,000,000 when work is to be over water and involves maritime exposures.

B. Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and include the following coverages:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;

**NOTE:** On the certificate of insurance, under the description of operations, the following wording is required: **THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT,** or a copy of ISO form CG 25-03 (current form approved for use in Louisiana) shall be submitted.

### COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

<table>
<thead>
<tr>
<th>Type of Construction</th>
<th>Projects under $100,001</th>
<th>Projects up to $1,000,000</th>
<th>Projects over $1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Buildings:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence/</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Limit</td>
<td>$500,000</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$500,000</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

Insurance and Indemnification
(Applicable to this contract ONLY)

The building(s) value for this project is:

Renovations: $23,504,230.00

<table>
<thead>
<tr>
<th>Occurrence/Minimum Limit</th>
<th>$1,000,000*</th>
<th>$3,000,000*</th>
</tr>
</thead>
</table>
| Aggregate (Applicable to this contract ONLY) | $500,000** | * | *

While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest $1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage. Maximum limit required is $5,000,000 regardless of building value.

C. Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

D. An Umbrella Policy may be used to meet minimum requirements.

IV. All property losses shall be made payable to and adjusted with the Agency.

V. All policies of insurance shall be approved by the contracting Agency prior to the inception of any work.

VI. Other insurance required is as follows:

Owner's Protective Liability (OPL) Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Named Insured for projects over $50,000.

<table>
<thead>
<tr>
<th>Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,001</td>
</tr>
</tbody>
</table>

| Projects under up to Projects over |
| $100,000 | $1,000,000 | $1,000,000 |

Insurance and Indemnification
Page 3

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VII. Property Insurance

The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor’s policy shall provide “ALL RISK” Builder’s Risk insurance (Extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The “All Risk” Builder’s Risk insurance must also cover architect’s and engineer’s fees that may be necessary to provide plans and 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 those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 east to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than 10% of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects south of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the $5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the “ALL RISK” Builder’s Risk insurance policy.

The policy must include the interest of the Owner, Contractor, and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverage not required.
Policies insuring projects involving additions, alterations or repairs to existing buildings or structures 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 the State of Louisiana, Policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make a written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company 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 will select a competent and impartial umpire. The appraisers will 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 loss that must be borne by each policy. If the 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 loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire, if involved, will 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.

VIII. If, at any time, any of the said policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.
RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR

A. Neither the acceptance of the completed work or payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

1. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

2. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

3. All property losses shall be made payable to and adjusted with the Agency.

4. All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

5. Other coverages may be required by the Agency based on specific needs. If such other coverages are required for this contract, those coverages will be described in the "Special Conditions" of the contract specifications.

6. If at any time any of the foregoing policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall, upon notice to that effect from the Agency, promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The agency reserves the right to require complete, certified
copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all subcontractors as insured’s under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATES OF INSURANCE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE
Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

   a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" 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. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

   b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the
III. INSURANCE

Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.
*** INSURANCE AND INDEMNIFICATION ***

** EXHIBIT A **

INDEMNIFICATION AGREEMENT

The __________________________ agrees to protect, defend, indemnify, save, and hold harmless the {Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, 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 ______________ , its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by __________________________ as a result of any claims, demands, and/or causes of action except {Contractor/Subcontractor/Lessee/Supplier}
those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

________________________ agrees to investigate, handle, respond to, provide defense for and {Contractor/Subcontractor/Lessee/Supplier}
defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by __________________________

Company Name 

________________________

Signature

________________________

Title

Date Accepted ____________________________

Is Certificate of Insurance Attached? _____Yes _____No

Contract No. ____________________________ for ____________________________ State Agency Number and Name

PURPOSE OF CONTRACT:________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________
BID BOND
FOR
UNIVERSITY OF NEW ORLEANS PROJECT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

______________________________                  ________________________________
PRINCIPAL (BIDDER)                      SURETY

BY ________________________________                  BY ________________________________
AUTHORIZED OFFICER-OWNER-PARTNER              AGENT OR ATTORNEY-IN-FACT
(SEAL)
CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

This agreement made and entered into at New Orleans, Louisiana, this ___ day of __________, 200_, by and between The University of New Orleans, herein represented by Deborah K. Bridges, Director of Purchasing, University of New Orleans, party of the first part and hereinafter sometimes called the University; and ______________________________________________________

(Contractor)

herein represented by ____________________________________________

(Name and title)

Party of the second part and hereinafter sometimes called the Contractor:

WITNESSETH, THAT the University and the Contractor, for the considerations hereinafter named, agree as follows, that:

1. The Advertisement for Bids (if advertised)
2. The Bid Proposal
3. The General Conditions and Instructions
4. Bonds
5. The Specifications
6. The Following Enumerated Plans:
7. The Following Enumerated Addenda:

are all hereby made a part of this Contract to the same extent as if incorporated here in full.
CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

The Contractor agrees to furnish all materials, labor, tools, equipment and other facilities necessary and to perform all work required for:

_____________________________________________________________________
_____________________________________________________________________

In accordance with this Contract and their proposal dated all in strict accord with the requirements of the Contract.

The work to be performed under this contract shall be commenced immediately after award is made to the successful bidder and notification by the University that the work shall start, and shall be fully completed within the time stated in the Instructions to Bidders, subject to pertinent provisions of the General Conditions of the Contract Documents.

The amount to be paid to the Contractor by the University, subject to modification on account of changes as herein provided and/or as may be agreed to in writing by both parties to this contract is _________________________________________________________

(figures)

(in words)

The University shall make payments on account of the Contract as provided in the Instructions and Specifications.

Performance and Payment Bond: To these presents personally came and intervened __________________________________________, herein acting for __________________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business in the state of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as surety for the said Contractor, unto the said University, up to the sum of ________________. The condition of this Performance and Payment Bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the University, from all cost and damages which he may suffer by said Contractor's nonperformance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the Contract upon demand by the University and make said payments in accordance with law.

Provided, that any alterations which may be made in the terms, of the Contract or in the work to be done under it, or the giving by the University of any extensions of time for the performance of the Contract, or any other
forbearance on the part of either the University or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in ____________ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

This Performance and Payment Bond is accompanied by appropriate Power of Attorney.

WITNESSES:

__________________________________
(CONTRACTOR)

BY: _______________________________
(TITLE)

THE UNIVERSITY OF NEW ORLEANS

__________________________________
(SURETY)

__________________________________
(ATTORNEY-IN-FACT)
STATE OF LOUISIANA
PARISH OF __________

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

KNOW ALL MEN BY THESE PRESENT, that a public contract is contemplated between the UNIVERSITY OF NEW ORLEANS and:

______________________________________________
(contractor)
represented by __________________________, __________________
(title)

who attests that he is empowered and authorized to execute said documents.

FURTHER, __________________________, 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 of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) No part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

WITNESSES:

______________________________________________

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

______________________________________________

SWORN TO AND SUBSCRIBED before me this ___ day of ____, 20___

______________________________________________

NOTARY PUBLIC
BID FORM

BID DATE: ______________________________

TO: The University of New Orleans
Purchasing Office
Administration Annex Building, Room 1004G
New Orleans, Louisiana 70148-0001

PROPOSAL FOR: _______________________________________________________

Sealed Bid Number: ______________________

THE BIDDER: _________________________________________________________
__________________________
__________________________

Bidders must acknowledge all addenda.

ADDENDA: No.______ Dated:___________ No.______ Dated: ____________
No.______ Dated:___________ No.______ Dated: ____________

BID SECURITY: Attached in the sum of (5% of total base bid and all alternates)

__________________________

($____________________) is to become the property of the Owner in the event the Contract and bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

If the bid security attached to this proposal is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications, and Surety shall meet the qualifications set forth therein. Any Bond submitted other than on this bond form shall cause the bid to be rejected.
THE BIDDER: hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) 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 afore referenced project, all in accordance with the Bidding Documents as prepared by the University Purchasing Office and Facility Services.

COMPLETION TIME: The Bidder hereby agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" by the University and to fully complete the project within ______ consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Bidding Documents.

LIQUIDATED DAMAGES: The Bidder hereby also agrees to pay as Liquidated Damages the sum of ____________ Dollars ($_____) for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above.

AWARD AND EXECUTION OF CONTRACT: The State shall incur no obligation to the Contractor until the Contract Between University and Contractor is duly executed.

If the Bidder is notified of the acceptance of the bid within thirty (30) days after the opening of bids, he agrees to execute and deliver the "Contract Between University and Contractor and Performance and Payment Bond," a copy of which is attached to the Contract Documents, within five (5) days after notice from the University that the instrument is ready for signature.

If the Bidder fails to complete all requirements for executing the "Contract Between Owner and Contractor and Performance and Payment Bond" within five (5) days after notification, the University may reject the Bid, retain the Bid Bond, call in the surety for payment, and award the contract to the next lowest bidder.

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

WITHDRAWAL OF BIDS: The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the provisions of R.S. 38:2214, C and D. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: (Required for bids $50,000 and up) The Bidder shall certify that he meets all licensing requirements of this State and is duly and currently licensed under R.S. 37:2150-2173 of the State of Louisiana, by placing his signature on the appropriate blank of the Bid Form. The name of the Bidder shown below shall correspond with the official name on the license.

BASE BID: For all work required by the Contract Documents (except Alternates) the lump sum of:

______________________________
(Written out)

NAME OF BIDDER: ________________________________________________________

BY: __________________________________________________ (signature)

______________________________
(typed or printed)

TITLE: ________________________________________________________________

LOUISIANA CONTRACTOR LICENSE NUMBER: ________________________________

ADDRESS: ______________________________________________________________

DATED: __________________________________________________________________

TELEPHONE NO: (___)_____________________________________________________

FAX NO: (___)____________________________________________________________________

E-MAIL ADDRESS: ________________________________________________________
TECHNICAL SPECIFICATIONS

UNIVERSITY of NEW ORLEANS