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NIRC – BUILDING 10B MODIFICATIONS

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UNIVERSITY OF LOUISIANA AT LAFAYETTE
Lafayette, Louisiana

SOLICITATION FILE NO. 23231
TITLE: NIRC – BUILDING 10B MODIFICATIONS

OPTIONAL PRE-BID MEETING (in person): Thursday, March 9, 2023, 9:00AM
BID SUBMISSION DEADLINE: Tuesday, March 28, 2023, 2:00PM
ZOOM BID OPENING: Tuesday, March 28, 2023, 3:00PM

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE NEW IBERIA RESEARCH CENTER – BUILDING 10B MODIFICATIONS, LOCATED ON THE NEW IBERIA RESEARCH CENTER CAMPUS, NEW IBERIA, LOUISIANA.

BID DEADLINE

The Purchasing Office at the University of Louisiana at Lafayette will electronically receive proposals for this solicitation up to the above-mentioned date and time. Proposals will not be received after this specified hour and date. Bids will be publicly opened and read by a designated employee of the Purchasing Department.

This is a *Competitive Sealed Bid*. See *Guidelines for Electronic Submission of Bids and Virtual Bid Openings* on page 4 of this solicitation, which contains complete details for submitting bids. Further information can be found in the attached INSTRUCTIONS TO BIDDERS.

Bidders submitting bids in the amount of \$50,000.00 or more SHALL show their license number in the subject line of their electronic bid submission; 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 as per the instructions outlined in this solicitation. Bid must be submitted with the BID NUMBER IN THE SUBJECT LINE of the electronic submission. The public bid opening will take place on Tuesday, March 28, 2023, at 3:00 PM on Zoom, which is available for viewing by registering at <https://ullafayette.zoom.us/meeting/register/tJMufu6srTsoHN0QoTwEHxHMwBpu6JOWoQ9p>.

Meeting ID: 973 9743 0269 Password: 23231

All inquiries regarding this request shall be directed to the Director of Purchasing at (337) 482-2955 or purchasing@louisiana.edu.

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

Louisiana Contractor's License Number

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

GENERAL SPECIFICATIONS

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE NEW IBERIA RESEARCH CENTER – BUILDING 10B MODIFICATIONS, LOCATED ON THE NEW IBERIA RESEARCH CENTER CAMPUS, NEW IBERIA, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS...

SCOPE OF WORK

1. Meet medical and enhanced security clearance requirements.
2. Install New HVAC Systems as indicated on Drawings.
3. Install New Natural Gas Piping System with New Gas Meter as indicated on Drawings.
4. Install New Concrete as indicated on Drawings.
5. Install New Secondary Containment Fencing as indicated on Drawings.

COMPLIANCE TO SCHEDULE/LIQUIDATED DAMAGES

DUE TO THE IMPORTANCE OF THE SCHEDULE, LIQUIDATED DAMAGES IN THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00) PER DAY WILL BE ASSESSED FOR EVERY CALENDAR DAY THAT THIS PROJECT IS NOT COMPLETE BEYOND TWO HUNDRED FORTY (240) DAYS OF THE NOTICE TO PROCEED.

BID SECURITY REQUIREMENTS

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

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

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

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

LOUISIANA CONTRACTORS LICENSE REQUIREMENTS

Contractors or contracting firms submitting bids in the amount of \$50,000.00 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes 1950 and show their license number ~~on the front of the sealed envelope in which their bid is enclosed~~ in the subject line of the email submission. Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 in the following classification: **BUILDING**

CONSTRUCTION AND OR MECHANICAL CONSTRUCTION. Bids in the amount of \$50,000.00 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

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

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

Please note that courier services such as UPS, FedEx, and DHL will be **UNABLE to deliver to the Purchasing Office.** See *Guidelines for Electronic Submission of Bids and Virtual Bid Openings on page 4 of this solicitation for more detailed information.*

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

SITE VISIT/CONTACT INFORMATION

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

To visit jobsite and for further information, prospective bidder is to contact Phillip J. Duplechin, 337-224-6825.

PRE-BID MEETING INFORMATION

A pre-bid meeting will be held at **9:00AM, Thursday, March 9, 2023**, at the Facility Management Department, New Iberia Research Center, 4401 W Admiral Doyle Drive, New Iberia, LA , 70560. Meeting at Building 34, Ackal Hall Auditorium, 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 should contact the Purchasing Department at purchasing@louisiana.edu, or call Mary Borel at 337-482-9051.

END OF SECTION

Guidelines for Electronic Submission of Bids and Virtual Bid Openings

In keeping with the physical distancing guidelines associated with COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, the Purchasing Department at the University of Louisiana at Lafayette is suspending in-person attendance at public bid openings. All tasks associated with sealed bids and corresponding bid openings will be completed electronically to the greatest extent possible.

BID SUBMISSIONS - USPS Mail bid submittal and In-person delivery of bids at the Purchasing Office ARE NO LONGER ACCEPTED.

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

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

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

File Number

Company Name

LA Contractor's License No. (if applicable)

If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller email messages with "Part 1 of ____" **included at the end of each original Subject Line** (e.g. File No. 22200 – ABC Contractors, License No. 12345, Part 1 of 3).

The University assumes no responsibility for assuring accurate/complete e-mail transmission and receipt. The responsibility lies solely with each bidder to ensure their submission is received at the specified email address prior to the deadline. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) shall not be considered.

Bids advertised on LAPAC will show a solicitation file number formatted like 50011-ULLAF#####. It is only necessary to include the last five (5) digits of that number in the Subject Line.

Bids shall be submitted in .pdf format.

Faxed submittals will not be accepted.

Bid Submissions for Public Works/Construction

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

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

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

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

Bid security in the form of a Bank Money Order, Certified Check* or Cashier's Check* shall be accepted as bid security when submitting bids electronically if both the front and back of the bid security is scanned and included with the bid submission. The hard copy of that document must be received no later than three (3) business days after the bid opening at:

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

Louisiana Contractor's License Number shall be in the subject line of the bid for ALL bids greater than or equal to \$50,000.00.

Bids for Plumbing/Electrical/Mechanical Work greater than or equal to \$10,000.00 shall disclose the Louisiana Contractor's License Number in the Subject Line.

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

BID OPENINGS

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

The link to register for each bid opening shall be provided with the Invitation to Bid. The link will be live at that time and will provide live audio access to the bid opening.

The Bid Opening Zoom meeting shall begin at the top of the hour listed in the specifications as the Bid Opening time. The actual opening of bids shall begin at five (5) past the hour to allow all attendees to log in and sign in properly. The public bid opening for this solicitation will take place **Tuesday, March 28, 2023, at 3:00 PM on Zoom, which is available for viewing by registering at <https://ullafayette.zoom.us/meeting/register/tJMufu6srTsoHN0QoTwEHxHMwBpu6JOwOq9p>.**

Meeting ID: 973 9743 0269 Password: 23231. Requests for bid tabulations and solicitation inquiries should be directed to purchasing@louisiana.edu as listed in the solicitation/ITB.

END OF SECTION

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) **in Subject Line of email**
- If company bidding is a corporation, Corporate Resolution or written evidence of authority of person signing the bid for the public work (See ****annotation on Louisiana Public Work Bid Form.**)

REQUIRED 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

CONTACT INFORMATION

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

ULLafayetteBids@louisiana.edu

Be sure to include the solicitation number in the subject line.

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

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

purchasing@louisiana.edu

mary.borel@louisiana.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 337.482.9051.

CAMPUS DELIVERIES

The campus is not fully open for receiving deliveries by courier at this time. Please send samples or other associated documents via US Mail only when a hard copy is requested or deemed necessary. The UL-Lafayette Post Office (located inside the Student Union) will accept packages with proper postage to place in the Purchasing Department's mailbox. The phone number is 337.482.6113.

DETAILED SPECIFICATIONS

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE NEW IBERIA RESEARCH CENTER – BUILDING 10B MODIFICATIONS LOCATED ON THE NEW IBERIA RESEARCH CENTER CAMPUS, NEW IBERIA, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS...

Base Bid

SCOPE OF WORK

1. Meet medical and enhanced security clearance requirements.
2. Install New HVAC Systems as indicated on Drawings.
3. Install New Natural Gas Piping System with New Gas Meter as indicated on Drawings.
4. Install New Concrete as indicated on Drawings.
5. Install New Secondary Containment Fencing as indicated on Drawings.

TEMPORARY FACILITIES AND CONTROLS

- A. Temporary sanitary facilities.
- B. Barriers
- C. Vehicular access and parking.
- D. Waste removal facilities and services.
- E. Project Identification sign.

TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities located at the University is not permitted
- B. Provide and maintain required facilities and enclosures at time of project mobilization.
- C. Maintain daily in clean and sanitary condition.

BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-and for public access to existing building, as applicable.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with Agent.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

WASTE REMOVAL

- A. Use of Owner's waste removal facilities or dumpsters is not permitted.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers.

PROJECT IDENTIFICATION

- A. No project identification sign is needed. Any such sign design, construction, and location must be approved by the Owner.
- B. No other signs are allowed without Owner permission except those required by law.

DEMOLITION

Contractor shall perform any and all demolition necessary to prepare the entire area, including but not limited to, doors and frames, portions of existing walls, etc., as necessary for construction and finishes called for in the specifications for the new floor plan and finishes.

Contractor shall do all other incidental work, not listed, for the proper and complete performance of this contract. Contractor shall remove all concrete as indicated on plans.

CONSTRUCTION

Contractor shall de-grass areas shown for the new concrete work.

Contractor shall form up, install reinforcing steel rebar, and pour concrete slabs for new concrete work.

GENERAL CLEAN-UP

The Prime 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 Contractor shall furnish all labor, materials, equipment, transportation, supervision, etc. necessary to remove existing soil, grade existing surfaces, and pour concrete in accordance with the plans.

It is the responsibility of the contractor to examine, study, establish existing grades and provide finish grades on the surface and in the ground to attain positive drainage of the new concrete work with the existing concrete and sidewalks.

Contractor shall be responsible for locating and identifying all existing utilities prior to any work.

SCHEDULING OF WORK

The work will be scheduled with NIRC Physical Plant. The Contractor shall begin the work within ten (10) working days from the date of the University's request. The Contractor shall expedite the construction of sidewalks and striping of drives once the preparations, such as grading, etc., have begun. In other words, the Contractor shall work without interruption (except as due to weather), until the sidewalks and drives are completed. The Contractor shall provide a work force of sufficient size to complete the project within a minimum amount of time.

QUALIFICATIONS

Contractor must be able to furnish qualified concrete finishers, equipment operators, etc. This crew must be qualified to work with a minimum amount of supervision and accomplish the job as drawn and in an acceptable manner. If in the opinion of the University the crew supplied cannot perform the required work, the University may cancel the remaining portion of this contract. Contractor may be required to supply a summary of experience indicating the ability of the Contractor to perform the required work.

UTILITY SERVICES

Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required. Contractor shall contact DOTTIE to have the existing utilities located before any demolition is performed. The contractor shall be responsible for locating, identifying, and avoiding all underground utility lines as well as power poles supporting overhead electrical and data services.

CONCRETE

Contractor shall submit the concrete mix design a minimum of ten (10) days prior to the scheduling of any concrete work.

Contractor shall furnish Portland Cement Concrete having a minimum compressive strength of 3500 psi at 28 working days.

Contractor shall provide forms of steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

Contractor shall use six-inch by six-inch six-gauge steel wire mesh reinforcement which shall be lifted during the placement of concrete to ensure that it is not touching the ground or protruding out of the concrete.

Contractor shall place required rebar for concrete placement according to the plan details.

Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

Expansion joint filler shall be pre-molded, non-extruding type, ASTM D-544.

Joint sealer shall be asphalt filler AASHO M-18 or polyurethane compound ASTM C 920 Type S Class 2 self-leveling grade/type.

Metal keys shall be galvanized steel, 16-gauge tongue and groove joint, with 18-gauge tapered channel type stake pin and dowel holes. Metal keys shall have a removable zip strip for the installation of the joint sealant.

Curing and sealing compound shall conform to TT-C-800, with 30 % solids content minimum.

CONSTRUCTION PROCEDURE

The Contractor shall meet with the University representative to confirm the location of the new paving and to discuss items such as location of joints, grades, site drainage and pedestrian and vehicular controls before the construction begins.

Contractor shall demolish and remove certain portions of existing sidewalks where demolition is indicated in plans and specs.

The Contractor shall break out, remove, and properly dispose of existing concrete to the limits designated in the plans. The Contractor shall saw cut existing concrete as indicated in plans to ensure straight, clean joints between existing sidewalks and new concrete.

Contractor shall drill and dowel existing concrete where it meets with new concrete 12" on center.

The Contractor shall install an expansion joint material where the new concrete joins the existing concrete.

Contractor shall check for unstable areas and report them to the University representative prior to placing forms. Set forms to required lines and grades, rigidly braced, and secured.

Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

Check completed form work for grade and alignment.

Flat work shall be true to plane 1/8 inch in 10 feet.

Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Do not place concrete until forms have been checked for line and grade. Moistened sub-base if required to provide a uniform dampened condition at time concrete is placed.

Contractor shall place concrete around existing manholes, catch basins or other structures.

This shall be considered in placement and elevation of form work to allow for a smooth uniform finish.

Place concrete using methods which prevent dislocation of dowels and joint devices.

Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

Construct expansion, and construction joints, true-to-line with face perpendicular to surface of concrete.

Construct transverse joints at right angles to the centerline, unless otherwise directed.

When joining to existing concrete, place transverse joints to align with previously placed joints, unless otherwise directed.

Construction joints (CJ) shall utilize standard metal keyway-section forms.

Construction joints shall be located as drawn.

Expansion joints (EJ) shall utilize pre-molded joint filler removable caps for expansion joints abutting catch basins, manholes, inlets, structures, walks and other fixed objects for the installation of joint sealer.

Expansion joints shall be located at 50-foot intervals or shall match existing expansion joint locations and at locations where new concrete meets existing concrete.

Where load transfer-slip dowel devices are used at tie into existing concrete, install so that one end of each dowel bar is free to move.

Extend joint fillers full-width and depth of joint, and not less than 1/2 " or more than 1" below finished surface where joint sealer is indicated.

Protect top edge of joint filler during concrete placement with a metal cap or other temporary material.

Remove protection after concrete has been placed on both sides of joints.

After striking-off and consolidating concrete, smooth surface by screeding and floating.

Use hand method only where mechanical floating is not possible.

Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with a 10' straightedge.

Distribute concrete as required to remove surface irregularities and refloat repaired areas to provide a continuous smooth finish.

Work edges of slabs, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated.

Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic.

Repeat operation if required to provide a line texture acceptable to the University.

Do not remove forms for 24 hours after concrete has been placed.

After form removal, clean ends of joints and point-up any minor honeycombed areas.

Remove and replace areas of sections with major defects, as directed by the University.

Protect and cure finished concrete paving.

Use curing and sealing compound or moist-curing methods.

Protect concrete from damage until acceptance of work.

Immediately after initial set of concrete, the Contractor shall cover the new sidewalk or drive with plastic sheeting and shall barricade the sidewalk so that passersby cannot deface the concrete.

The Contractor shall be responsible for repairing any defaced concrete at his own cost.

BARRICADES AND WARNING SIGNS

The Contractor shall be responsible for erecting and maintaining adequate barricades and warning signs at each work location. These barricades and warning signs shall include, but not be limited to, barricades, streamers, plastic fencing etc. Pedestrian traffic shall be given a safe route around the work area. Some existing walks and parking areas will require temporary closure. Coordinate closure and temporary fencing with the University. Contractor shall maintain alternate traffic (pedestrian and vehicle) paths during demolition and construction. Where routes are permitted to be closed, provide alternate routes and coordinate with the University prior to rerouting.

PRESERVATION OF EXISTING SURFACES

Contractor shall take whatever precautions necessary to prevent physical, chemical, or permanent visible damage to existing concrete parking, trees and vegetation, curbing, fencing, gates etc. in the performance of this project. Existing trees and their root structures that are in the construction area shall be protected to the maximum extent by fencing off to the drip line and Contractor shall not allow any material or spoils storage within protected areas and shall not allow parking of vehicles on grass or in protected areas.

REMOVAL DISPOSAL

Remove the existing grass, soil, and sub-base at the work area to a depth sufficient to allow placement of the new concrete slab.

Excess soils shall be offered to the University and if declined shall be disposed of off University property.

Properly dispose of dirt, concrete, trash and debris off site.

Contractor shall provide collection bags for concrete from truck wash outs and over pour, which shall be removed and properly disposed off University property.

SUBGRADE

Subgrade soils shall be inspected (not tested) for compaction.

Excavation shall be made to the required depth and width to permit placement of concrete and a turn down along the entire perimeter and as necessary to perform the work under this contract.

All soft and yielding material shall be removed and replaced with approved material, compacted and graded at contractor's expense.

EXPANSION JOINTS (EJ)

Contractor shall use as expansion joint, clear heart redwood or ½" fiber board held down 3/8" below finish elevation or a zip strip cap to allow for paving sealant.

Number 4 (1/2") smooth steel dowels 24" in length shall be spaced 12" apart and placed perpendicular to the expansion joint.

The dowels shall be secured in place with one side set in expansion tubes.

CONCRETE

Portland cement concrete pavement shall be straight cement with no additives.

Contractor may use Class A concrete, with a minimum of 5.0 bags of Portland cement per cubic yard and must reach 3500 psi compressive strength in 28 days.

No fly ash shall be used.

Concrete Testing Service: Owner may employ and pay for testing laboratory.

Use one brand of cement throughout project, unless otherwise acceptable to the Owner.

REBAR REINFORCEMENT

All rebar shall be #6 and all rebar shall be performed according to the plans and details.

CONCRETE PLACEMENT

The base shall be moistened prior to placement of concrete but not to the point of creating pools of water or mud.

Concrete shall be placed so as to avoid re-handling and continuous between joints.

Intermediate bulkheads will not be allowed.

Concrete shall be screeded as soon as it is placed and screeding shall be repeated until the surface is uniform in texture, and true to grade and cross section.

Floating with a machine float will be required to provide the final smooth surface.

CURING MATERIALS

Liquid membrane-forming compounds shall conform to AASHTO M 148 and be an approved product listed on the DOTD Qualified Products List and shall be either Type 2 white-pigmented or Type 1-D, clear or translucent with a fugitive dye, as specified.

JOINT SEALANT

The contractor may use any of the poured joint sealers in Section 1005.02 of the DOTD Standard Specifications for Roads and Bridges.

NEW CONCRETE SLAB

Contractor shall construct the new concrete footings, greenhouse slab, and sidewalks according to the details on the drawings.

MECHANICAL GENERAL PROVISIONS:**GENERAL:**

The General Conditions of the Specifications, along with the supplementary conditions, special conditions, information to bidders, and any other pertinent information and documents shall apply the same as if repeated herein.

SCOPE OF WORK:

Furnish all labor and material necessary to provide and install the complete mechanical portion of this Contract, as called for herein and on accompanying drawings. Parts of the mechanical division may be bid separately or in combination, at the Prime Contractor's option; however, it shall be the responsibility of the Prime Contractor to assure himself that all items covered in the Mechanical Division have been included if he chooses to accept separate bids.

This Contractor shall refer to the drawings and install equipment, piping, etc. to meet building and space requirements. No equipment shall be bid on or submitted for approval if it will not fit in the space provided.

It is the intention of these Specifications that all mechanical systems shall be furnished complete with all necessary valves, controls, insulation, piping, devices, equipment, etc. necessary to provide a satisfactory

installation in working order.

Contractor shall visit the site and acquaint himself thoroughly with all existing facilities and conditions which would affect his portion of the work. Failure to do so shall not relieve the Contractor from the responsibility of installing his work to meet the conditions.

This Contractor shall protect the entire system and all parts thereof from injury throughout the project and up to acceptance of the work. Failure to do so shall be sufficient cause for the Architect to reject any piece of equipment.

DEMOLITION:

The contractor shall visit the site prior to bid to determine the extent of work required to complete the project.

Contractor shall coordinate demolition with owner. Locate salvaged equipment as directed by owner. All equipment and materials not salvaged by the owner shall be removed from the site and discarded at the contractor's expense.

Contractor shall coordinate all work with the Prime Contractor and phase work as required by project.

All equipment piping, etc. required to be removed to accommodate the modifications shall be removed.

Contractor shall maintain services to existing facilities which shall remain during and after construction is complete.

Contractor shall coordinate any shutdown of services with the owner. It is intended that the building will remain occupied during construction. Contractor shall schedule shut down of services with the owner in order to prevent disruption of building occupancy.

Contractor shall be responsible for draining down of existing systems to complete demolition. All work shall be scheduled with the owner. Contractor shall also be responsible for refilling system and removing all air in order to return the systems to proper operating conditions.

All shutdown of services shall be done at a time period approved by the owner. The systems shall be required to be back up and running each morning unless otherwise approved by the owner.

GROUND AND CHASES:

This Contractor shall see that all required chases, grounds, holes and accessories necessary for the installation of his work are properly built in as the work progresses; otherwise, he shall bear the cost of providing them.

CUTTING AND PATCHING:

Initial cutting and patching shall be the responsibility of the Prime Contractor, with the Mechanical Contractor being responsible for laying out and marking any and all holes required for the reception of his work. No structural beams or joists shall be cut or thimble without first receiving the approval of the Owner. After initial surfacing has been done, any further cutting, patching, and painting shall be done at this Contractor's expense.

FILL AND CHARGES FOR EQUIPMENT:

Fill and charge with materials or chemicals all those devices or equipment as required to comply with the manufacturer's guarantee or as required for proper operation of the equipment.

REPAIRING ROADWAYS AND WALKS:

Where this Contractor cuts or breaks roadways or walks, in order to lay piping, he shall repair or replace these sections to meet the Architect's approval.

EXCAVATION AND BACKFILL:

Contractor shall perform all excavating necessary to lay the specified services. Perform excavation of every description and of whatever substance encountered to depths indicated or specified. Pile materials suitable for backfilling a sufficient distance from banks of trenches to prevent slides or cave-ins. Comply with OSHA requirements for excavation, trenching and shoring. Waste excavation materials, rubbish, etc. shall be carted away from the premises, as indicated. Remove water from trenches by pumping or other approved method, discharge at a safe distance from the excavation.

Provide trenches of necessary width for proper laying of pipe and comply with latest publication of OSHA 2226 Excavating and Trenching Operations. Coordinate trench excavation with pipe installation to avoid open trenches for prolonged periods. Accurately grade bottoms of trenches to provide uniform bearing and support for each section of pipe on undisturbed soil or the required thickness of bedding material at every point along its entire length.

Provide minimum 12 inches between outer surfaces and embankment or shoring, which may be used, when excavating for manholes and similar structures. Remove unstable soil that is incapable of supporting the structure in the bottom of the excavation to the depth necessary to obtain design bearing.

Material to be excavated is "unclassified". No adjustment in the contract price will be made on account of the presence or absence of rock, shale, masonry, or other materials.

Protect existing utility lines that are indicated or the locations of which are made known prior to excavating and trenching and that are to be retained. Protect utility lines encountered during excavating and trenching operations, from damage during excavating, trenching and backfilling; if damaged, repair lines as directed by utilities, owner and A/E. Issue notices when utility lines that are to be removed are encountered within the area of operations in ample time for the necessary measures to be taken to prevent interruption of the service.

Provide trenches for utilities of a depth that will provide the following minimum depths of cover from existing grade or from indicated finished grades, whichever is lower:

- a. 1-Foot Minimum Cover: Sanitary sewer, storm drainage, industrial waste, acid waste.
- b. 2-Foot Minimum Cover: Domestic water, fire line.

Backfill trenches after piping, fittings and joints have been tested and approved.

Backfill remainder of trenches with satisfactory material consisting of earth, loam, sandy clay, sand and gravel or soft shale, free from large clods of earth and stones not over 1-1/2 inches in size. Deposit backfill material in 9-inch maximum layers, loose depth as indicated or as specified and mechanically tamped thoroughly to the satisfaction of all parties concerned. Where specific

compaction methods and requirements are called for elsewhere in these Specifications, this Contractor shall meet these requirements and all work shall be performed as specified herein. Take care not to damage utility lines.

Deposit the remainder of backfill materials in the trench in 1 foot maximum layers and compact by mechanical means. Refer to architectural for minimum density for compaction (Minimum 85 percent of maximum soil density as determined by ASTM D 698). Re-open trenches and excavation pits improperly backfilled or where settlement occurs to the depth required to obtain the specified compaction, the refill and compact with the surface restored to the required grade and compaction.

Backfill utility line trench with backfill material, in 6 inch layers, where trenches cross streets, driveways, building slabs, or other pavement. Moisten each layer and compact to 95 percent of the maximum soil density as determined by ASTM D 698. Accomplish backfilling in such a manner as to permit the rolling and compaction of the filled trench with the adjoining material to provide the required bearing value so that paving of the area can proceed immediately after backfilling is complete.

All unnecessary dirt, rubbish, etc. shall be carted away from the premises, as indicated.

WELDING:

Weld piping and above grade steel tanks in accordance with qualified procedures using performance qualified welders and welding operators. Qualified procedures and welders in accordance with ASME Section IX. Welding procedures qualified by others and welders and welding operators qualified by another employer may be accepted as permitted by ANSI B31.1. Notify the A/E 24 hours in advance of tests and perform the tests at the work site if practicable. Furnish A/E with a copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators. Apply welders or welding operators assigned symbols near each weld they make as permanent record.

PAINTING:

All painting shall be by the Prime Contractor's Painting Sub-Contractor. All gas pipe, ducts, supports, hangers, etc. exposed in the building or equipment room shall be painted. This Contractor shall prepare the surface of the material to receive the first coat of paint. All subsequent coatings shall be prepared by the Painting Sub-Contractor. Requirements covering paints, workmanship and preparation of surfaces as stated in the Specifications shall govern. Colors shall be approved by the Owner.

All new steel piping, valves, elbows, welded connections, and fittings shall be coated with two (2) coats of rust inhibiting primer (Sherwin Williams Kem Kromik Universal Metal Primer Protective & Marine Coating Brown/Red Oxide or approved equivalent) prior to applying final paint color and/or insulation.

All piping shall be color coded per the following:

Natural Gas Piping: Yellow and/or Wall Color as indicated on Drawings

Ducts: Wall Color as indicated on Drawings

CLEANING AND ADJUSTING:

Upon completion of his work, the Contractor shall clean and adjust all equipment, controls, valves, etc.; clean all piping, ductwork, etc.; and leave the entire installation in good working order.

OPERATING AND MAINTENANCE INSTRUCTIONS:

Provide services of authorized representatives of the manufacturer to ensure that the equipment is installed according to the manufacturer's recommendations and is operating properly and to instruct the owner's operating personnel during start-up and operating tests of complete mechanical systems. Prove proper operation of equipment to the Owner. Notify the Owner seven (7) days prior to beginning equipment start-up.

Certify in writing that these services have been performed.

Provide the Owner with three (3) copies of printed instructions indicating various pieces of equipment by name and model number, complete with parts lists, maintenance and repair instructions and test and balance report.

COPIES OF SHOP DRAWINGS WILL NOT BE ACCEPTABLE AS OPERATION AND MAINTENANCE INSTRUCTIONS BUT MUST BE INCLUDED IN SUBMITTAL PACKAGE.

All inspection test certificates such as piping inspections (city, state, or local), open wall inspections (city, state, or local), state boiler inspections, boiler start-up, and H.V.A.C start-up, shall be copied and included as part of the operation and maintenance instructions and close out documents.

This information shall be bound in plastic hardbound notebooks with the job name permanently embossed on the cover. Rigid board dividers with labeled tabs shall be provided for different pieces of equipment. Submit manuals to the Owner for approval.

In addition to the operation and maintenance brochure, the Contractor shall provide a separate brochure which shall include registered warranty certificates on all equipment, especially any pieces of equipment which carry warranties exceeding one (1) year.

The operation and maintenance brochure shall be furnished with a detailed list of all equipment furnished to the project, including the serial number and all pertinent nameplate data such as voltage, amperage draw, recommended fuse size, rpm, etc. The Contractor shall include this data on each piece of equipment furnished under this contract.

SERVICE:

Inspect, clean and service air filters and strainers immediately prior to final acceptance of project.

Provide lubrication for operation of equipment until final acceptance of the equipment by the Owner. Protect bearings during installation and thoroughly grease steel shafts to prevent corrosion. Provide extended lubrication lines for parts requiring lubrication which are concealed or inaccessible.

Provide complete and working charge of proper refrigerant, free of contaminants, into each refrigerant system. After each system has been in operation long enough to ensure completely balanced condition, check the charge and modify it for proper operation as required.

Place mechanical systems in complete working order and clean and polish fixtures, equipment and materials thoroughly returning to "as new" condition prior to request for final review.

Remove excess material and debris. Clean out lines and fittings and adjust valves. Broom clean areas. Thoroughly clean ductwork inside and outside before grilles are installed.

GUARANTEE:

The Contractor shall guarantee all materials, equipment and workmanship for a period of one (1) year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc. necessary to restore the project to first class condition. During this period, make good faults or imperfections that may arise due to defects or omissions in materials or workmanship with no additional compensation and as directed by the Owner. This guarantee shall exclude only the changing or cleaning of filters. Warranties exceeding one (1) year are hereinafter specified with individual pieces of equipment.

If the Contractor's office is in excess of a fifty (50) mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The name of the contractor appointed to provide emergency services shall be submitted to the Owners approval.

LOCAL CONDITIONS:

The location and elevation of all utility services is based on available surveys and utility maps and are reasonably accurate; however, these shall serve as a general guide only, and the Contractor shall visit the site and verify the location and elevation of all services to his satisfaction in order to determine the amount of work required for the execution of the Contract.

The Contractor shall contact the various utility companies, determine the extent of their requirements and he shall include in his bid all lawful fees and payments required by these companies for complete connection and services to the building, including meters, connection charges, street patching, extensions from meters to main, etc.

In case major changes are required, this fact, together with the reasons therefor, shall be submitted to the Owner, in writing, not less than seven (7) days before the date of bidding. Failure to comply with this requirement will make the Prime Contractor liable for any changes, additions and expenses necessary for the successful completion of the project.

PERMITS, INSPECTIONS AND TESTS:

All permits, fees, etc. for the installation, inspections, plan review, service connection locations, and/or construction of the work which are required by any authority and/or agencies having jurisdiction, shall be obtained, and paid for by the Contractor. This shall be verified during the bidding process. **A CHANGE ORDER WILL NOT BE GRANTED FOR LACK OF ANY INFORMATION OR INVESTIGATION.**

The Contractor shall make all tests required by the Owner or other governing authorities at no additional cost to the Owner.

The Contractor shall notify the Owner and local governing authorities before any tests are made, and the tests

are not to be drawn off a line covered or insulated until examined and approved by the authorities. In event defects are found, these shall be corrected, and the work shall be retested.

Prior to requesting final inspection by the Owner, the Prime Contractor shall have a complete coordination and adjustment meeting of all his sub-contractors directly responsible for the operation of any portion of the system. At the time of this meeting, each sequence of operation shall be checked to assure proper operation. Notify the Owner in writing ten (10) days prior to this meeting, instructing him of the time, date and whom you are requesting to be present.

This project shall not be accepted until the above provisions are met to the satisfaction of the Owner.

CODES AND STANDARDS:

The entire mechanical work shall comply with the rules and regulations of the City, Parish, County and State in which this project is being constructed, including the State Fire Marshal, Office of Public Health, Local Health Unit, OSHA, ANSI. All modifications required by these authorities shall be made without additional charge to the Owners. The Mechanical Contractor shall report these changes to the Owner and secure his approval before work is started.

In addition to the codes heretofore mentioned, all mechanical work and equipment shall conform to the applicable portions of the following specifications, codes and/or regulations:

1. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
2. National Electrical Code (NEC)
3. National Fire Protection Association (NFPA)
4. American Society of Mechanical Engineers (ASME)
5. American Gas Association (AGA)
6. Building Code (Latest local approved with local amendments)
7. Mechanical Code (Latest local approved with local amendments)
8. Fuel Gas Code (Latest local approved with local amendments)
9. Underwriters Laboratories (UL)
10. Louisiana State Plumbing Code (Latest local approved with local amendments)

All materials, equipment and accessories installed under this Contract shall conform to all rules, codes, etc. as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment and accessories. All materials shall be new and of the best quality and first class in every respect. Whenever directed by the Owner, the Contractor shall submit a sample for approval before proceeding.

Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such equipment be furnished complete with the necessary accessories, whether or not called for in these Specifications.

All unfired pressure vessels shall be built in accordance with the A.S.M.E. Code and so stamped. Furnish shop certificates for each vessel.

REVIEW OF MATERIALS:

Whenever manufacturers or trade names are mentioned in these Plans or Specifications, the words "or approved equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not be construed to infer a preference. Equivalent products which meet the Architect's approval will be accepted; however, these products must be submitted to the Owner a minimum of ten (10) days prior to the Bid Date.

Submission shall include the manufacturer's name, model number, rating table and construction features. Incomplete information which does not provide adequate information to verify compliance with specifications shall be grounds for rejection of submitted equipment or materials.

Upon receipt and checking of this submittal, the Owner will issue an addendum listing items which are approved as equivalent to those specified. THE CONTRACTOR SHALL BASE HIS BID SOLELY ON THOSE ITEMS SPECIFIED OR INCLUDED IN THE "PRIOR APPROVAL ADDENDUM", AS NO OTHER ITEM WILL BE ACCEPTABLE.

Prior approval of a particular piece of equipment does not mean automatic final acceptance and will not relieve the Contractor of the responsibility of assuring himself that this equipment is in complete accord with the Plans and Specifications and that it will fit into the space provided. Shop drawings must be submitted on all items of equipment for approval as hereinafter specified.

Before proceeding with work and/or within thirty (30) days after the award of the Prime Contract for this work, the Mechanical Contractor shall furnish to the Owner complete shop and working drawings of such apparatus, equipment, controls, insulation, etc. to be provided in this project. These drawings shall give dimensions, weights, mounting data, performance curves and other pertinent information.

The Owner's approval of shop drawings shall not relieve the Contractor from the responsibility of incorrectly figured dimensions or any other errors which may be contained in these drawings. Any omission from the shop drawings or specifications, even though approved by the Owner, shall not relieve the Contractor from furnishing and erecting same.

Ten (10) sets of shop drawings shall be submitted to the Owner for approval. These submittals shall be supplied as part of this Contractor's contract. Any drawings not approved shall be resubmitted until they are approved.

MINOR DEVIATIONS:

Plans and detail sketches are submitted to limit, explain, and define conditions, specified requirements, pipe sizes and manner of erecting work. Structural or other conditions may require certain modifications from the manner of installation shown, and such deviations are permissible and shall be submitted for approval prior to any acceptance. Specified sizes and requirements necessary for satisfactory operation shall remain unchanged. It may be necessary to shift ducts or pipes, or to change the shape of ducts, and these changes shall be made as required. All such changes shall be referred to the Owner for approval before proceeding. Extra charges shall not be allowed for these changes. The contractor shall obtain a full set of plans and specifications for the coordination of his work prior to bidding this project. Items which are unclear to the bidding contractor shall be brought to the Owner's attention prior to bidding the project. An interpretation shall be clarified by the Owner prior to bidding.

The Contractor shall realize that the drawings could delve into every step, sequence or operation necessary for the completion of the project, without drawing on the Contractor's experience or ingenuity. However, only typical details are shown on the Plans. In cases where the Contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details will not be an excuse for improper installation.

In general, the drawings are diagrammatic, and the Contractor shall install his work in a manner so that interferences between the various trades are avoided. In cases where interferences do occur, the Architect is to state which item was first installed.

AS-BUILT DRAWINGS:

The Contractor shall obtain at his cost, two sets of blueline prints of the original bid documents by the Owner. One set shall be kept on the site with all information as referenced below and shall update same as the work progresses. The other set will be utilized to record all field changes to a permanent record copy for the Owner.

If the Contractor elects to vary from the Contract Documents and secures prior approval from the Owner for any phase of the work, he shall record in a neat and readable manner, **ALL** such variances on the blueline print in red. The original blue lines shall be returned to the Owner for documentation.

All deviations from sizes, locations, and from all other features of the installations shown in the Contract Documents shall be recorded.

In addition, it shall be possible using these drawings to correctly and easily locate, identify and establish sizes of all piping, directions and the like, as well as other features of the work which will be concealed underground and/or in the finished building.

Locations of underground work shall be established by dimensions to columns, lines, or walls, locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.

For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases, this may be by dimension. In others, it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. The Owner's decision in this matter will be final.

The following requirements apply to all "As-Built" drawings:

- (1) They shall be maintained at the Contractor's expense.
- (2) All such drawings shall be done carefully and neatly, and in a form approved by the Owner.
- (3) Additional drawings shall be provided as necessary for clarifications.
- (4) These drawings shall be kept up-to-date during the entire course of the work and shall be available upon request for examination by the Owner; and when necessary, to establish clearances for other parts of the work.
- (5) "As-built" drawings shall be returned to the Owner upon completion of the work and are subject to approval of the Owner.

MANUFACTURER'S DIRECTION:

The mechanical contractor shall install and operate all equipment and materials in strict accordance with the manufacturer's installation and operating instructions. The manufacturer's instructions shall become part of the Contract Documents and shall supplement the Drawings and Specifications.

Store equipment in a clean, dry place protected from other construction. While stored, maintain factory wrapping or tightly cover and protect equipment against dirt, water, construction debris, chemical, physical or weather damage, traffic and theft.

LABELING MECHANICAL EQUIPMENT:

All mechanical equipment (Packaged A/C Units, Fans, etc.) furnished under contract documents shall be labeled with permanent laminated plate secured to equipment.

Units shall be labeled as indicated on plans and schedules and with commissioning addresses used by the manufacturer.

Submit equipment labels for approval.

BASIC MATERIALS AND METHODS:**CONDENSATE DRAIN LINES:**

All such lines shall be Government Type "L" hard copper pipe and fittings.

NATURAL GAS PIPING:

On the building interior, natural gas piping shall be American made standard black steel, Schedule 40, National Tube Co., or Wheatland Tube Co.

Fittings which are 2 inches and below shall be malleable screw fittings.

Piping above 2 inches shall be electrically welded utilizing weld fittings.

Piping shall be painted yellow, or wall color as indicated on drawings at all exposed areas.

INSTALLATION OF PIPING:

All pipe shall be true and straight, without sags or traps.

The Contractor shall exercise care in cleaning joints after making cuts on pipe to prevent pipe particles from entering the system.

All pipe fittings shall be same as piping specified unless indicated otherwise.

Arrange, install piping approximately as indicated, straight, plumb and as direct as possible; form right angles, or parallel lines with building walls. The most practical appearance of piping runs is required. Keep pipes close to walls, partitions, ceilings; off-set only where necessary to follow walls as directed.

Before installing piping, check drawings; make accurate layout of piping. Where interferences may appear and

departures from indicated arrangements are required, consult with other trades involved; come to agreement as to changed locations and elevations of piping; obtain approval of proposed changes. Note runs of other contractor's piping and large conduits and cooperate to achieve neat appearance.

Unless otherwise indicated, conceal all piping in building construction in finished areas. Install such piping in time so as not to cause delay to work of other trades and to allow ample time for tests and approval; do not cover before approval is obtained.

Locate groups of pipes parallel to each other and building lines; space them at distance to permit access for servicing, valves, and to create most practical appearance when racked with conduits, refrigerant, etc., provided by other contractors.

Keep fixture branches concealed to points above floor close to fixtures; expose only as much as necessary for final connection. Rigidly support pipes projecting from walls, chases, etc. in wall or chase to make firm, well-braced installation. Loosely supported pipe or accessory is not acceptable.

Install horizontal piping to coordinate with other trades and install without sags or humps.

Grade inside sewer piping at uniform slope of 1/8 inch per foot, minimum; contractor shall maintain slope as directed but in no case less than 1/8 inch per foot. Waste lines 3 inches and smaller must grade at minimum 1/4 inch per foot. See Drawings for fall on exterior sewer lines.

Grade other piping as specified under heading or service where used, or as directed.

Keep piping free from scale and dirt, protect open pipe ends wherever work is suspended during construction. To prevent foreign bodies entering and lodging in pipe, use temporary plugs or other approved material.

Where changes in pipe sizes occur, do not bush down; use only reducing fittings. For drainage piping changes in direction, use long sweep bends where possible; otherwise, short sweep 1/4 bends or combination Y and 1/8 bends; also Y's in combination with other bends.

Provide shut off valves at all supply connections to all equipment. Supplier of equipment shall provide rough-in drawings and this contractor shall fully connect all items, supply necessary piping and fittings as required, unless otherwise noted individually.

Do not locate valves with stems below horizontal.

Locate valves for easy access and operations. Where concealed, notify General Contractor if exact location in order that he may leave openings for access panels. Provide access panels.

Provide unions, screwed, or flanged, where indicated, and in following locations even if not indicated.

1. In connection to equipment requiring disconnection for repairs or replacement. Locate between shut-off and equipment.

In by-passes around equipment.

Weld-O-let fittings shall be used in iron pipe.

All screwed fittings and pipe shall have threads cut to standard pipe thread dimensions. Pipe shall be properly reamed after cutting of threads.

Joint compound, Rector seal Series 100, LACO Series slick-tite or equal thread lubricant shall be applied to male threads of the screwed pipe and fittings only.

Approved expansion joints or flexible couplings shall be provided as necessary.

Care shall be taken in making up pipe and fittings such that the pipe does not extend into fitting sufficiently to reduce the waterway.

Standard, one-piece reducing fittings of approved design shall be used wherever a change in size is made. Changes in pipe sizes shall not be made by means of reducing flanges.

Bushings may be used only where standard, one-piece reducing fittings are not available and shall be subject to the following:

- (1) Bushings shall be of the face or flush type.
- (2) Bushings shall not be used in elbow fittings.
- (3) Bushings shall not be used when the reduction in size of the outlet is less than ½".
- (4) Bushings shall not be used in more than one outlet of any tee or two outlets of any cross fitting.

Branch piping shall be taken off the top of all main piping.

PIPE SPECIALTIES:

Dielectric unions shall be used between copper and iron pipe.

Piping penetrating fire rated walls or ceilings shall be sealed with fire rated sealant in accordance with the manufacturer's recommendations for the specific U.L. Assembly.

PIPE HANGERS AND SUPPORTS:

This Contractor shall furnish and install all foundations and supports required for his equipment unless indicated otherwise on the Drawings.

This Contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc. required for the proper support and installation of his equipment and piping and he shall cooperate with other trades in locating and placing these items.

PROVIDE SLEEVES FOR ALL PIPES PASSING THROUGH WALLS, FLOORS, BEAMS, ETC.:

Sleeves passing through structural members or concrete footings shall be of cast iron or Schedule 40 steel pipe. Sleeves passing through nonstructural walls or floors shall be of 26 gauge galvanized iron. Joints between sleeves and pipes passing through floors shall be made weathertight with plastic materials. Where pipes pass through water proofing membrane, flashing sleeves shall be installed.

Provide Grinnel, Fee & Mason, or equivalent malleable iron split ring hangers with rod supports throughout. STRAP HANGERS OR WIRE WILL NOT BE ACCEPTED.

Maximum spacing of hangers shall be 5 ft.

Provide galvanized iron shields between hangers and pipe covering.

Provide Grinnel, Fee & Mason, Crane or equivalent heavy steel riser clamps on vertical risers at floors to support pipes.

Provide producer specialty, Jones Manufacturing or equal chrome plated brass escutcheons wherever pipes pass through floors, walls or ceilings in exposed or finished areas.

All piping projecting from chases shall be rigidly supported in the wall or chase. Loosely supported fixtures or accessories will not be accepted.

VALVES AND UNIONS:

Furnish and install all valves, unions, stops, connections, etc. shown on plans and necessary to make a complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures.

Ball Valves, 3" and smaller, rated for 150 PSI saturated steam pressure, 600 PSI WOG pressure; shall be 2-piece construction, bronze body conforming to ASTM B-62, full port, chrome-plated brass vented ball, replaceable TFE seats and seals, blow-out proof stem, and vinyl-covered steel handle. Provide solder ends chilled water and domestic hot and cold water service of NIBCO Design S-580-70-66, Kitz #69, Apollo 70-240 or Milwaukee BA-150-S, threaded ends for heating hot water of NIBCO Design T-580-70-66, Kitz #68, Apollo 70-140, or Milwaukee BA-100-S. For insulated piping systems, provide ball valves with extended stem, insulated handle with protective thermal barrier sleeve to prevent condensate moisture drip and pipe insulation deterioration.

All gas cocks, valves, etc. on gas lines shall have local utility company and AGA approval.

INSTALLATION OF VALVES:

Use ball valves for shut-off duty.

Locate valves for easy access and provide separate support where necessary.

Install valves and unions for each fixture and item of equipment arranged to allow equipment removal without system shutdown. Unions are not required on flanged devices.

Install valves in horizontal piping with stem at or above the center of the pipe.

Install valves in a position to allow full stem movement.

ESCUTCHEONS:

Provide escutcheons for all exposed lines passing through floors, walls, and ceilings.

They shall be chrome plated brass and shall be of such flange size as to cover necessary penetrating openings.

TEST:

Make such tests of work as specified or required by Owner or by State and Municipal Bureaus having jurisdiction, and under their supervision. Perform tests in presence of Owner's representative. Notify Owner two days prior to testing.

Provide apparatus, temporary piping connections, or other requirements necessary for tests. Take precautions to prevent damage to building or contents by tests. Contractor is required to repair and make good at his expense damage so caused.

Correct leaks, defects, or deficiencies discovered as result of tests. Repeat tests until test requirements are met. Caulking of pipe joints to remedy leaks is not permitted.

ELECTRICAL WORK:

The Mechanical Contractor shall furnish to the Electrical Contractor for installation, all the motor starters, start-stop switches, variable frequency drives, and pilot lights for each piece of motor driven equipment unless shown otherwise.

The Electrical Contractor shall install all motor starters, start-stop switches and pilot lights as furnished by the Mechanical Contractor. The Electrical Contractor shall also provide and install all power wiring required for the installation of such mechanical equipment.

The Mechanical Contractor shall furnish and install equipment interlocking, control wiring, etc., as hereinafter specified under Temperature Controls. All work shall be done in accordance with the National Electric Code requirements. The Mechanical Contractor shall be responsible for coordinating all work to provide a complete system in working order.

All electrical equipment shall have the U.L. Label and shall meet the standards of the National Electrical Code and NEMA.

All motors for the mechanical equipment shall be of the 40°C rise type and shall be furnished and installed by the Mechanical Contractor. All motors shall be wound for plus or minus 10% of the specified voltage. Motors 1/2 HP and smaller shall be 120 volt, single phase, 60 cycle. Motors above 1/2 HP shall be the voltages as indicated on the Drawings. All motors shall be PREMIUM EFFICIENCY type. All motors shall be rated for inverter duty.

Mechanical contractor shall furnish magnetic type starters for all motors regardless of horsepower and phase.

Exception:

Manual starters can be furnished for fractional horsepower motors that are not controlled automatically or remotely. Refer to Section 15800 (Temperature Control) and mechanical drawings to determine if fractional horsepower motors are controlled automatically or remotely.

SINGLE PHASE AC FRACTIONAL HORSEPOWER MANUAL STARTERS - 1HP OR LESS

FHP manual starters shall be Square D Class 2150 or Allen Bradley Bulletin 600. The manual starters shall consist of a manually operated toggle switch equipped with melting alloy type thermal overload relay. Thermal unit shall be of one-piece construction and interchangeable. Starter shall be inoperative if thermal unit is removed. Contacts shall be double break, silver alloy visible from both sides of starter.

All FHP MANUAL STARTERS shall be double-pole type with one thermal overload relay and general-purpose enclosure and red pilot light.

SINGLE AND THREE PHASE AC MAGNETIC STARTERS - LINE VOLTAGE TYPE (ALL MOTORS BELOW 10 HP

Motor starters shall be Square "D" Class 8536 or Allen Bradley Bulletin 509. Motor starters shall be across-the-line magnetic type rated in accordance with NEMA Standards, sizes and horsepower ratings. Starters shall be mounted in general purpose enclosures unless otherwise indicated on plans.

Across-the-line magnetic starters through NEMA Size seven shall be equipped with double break silver alloy contacts. Single break contacts shall be supplied on Size eight. All contacts shall be replaceable without removing power wiring or removing starter from panel. The starter must have straight-through wiring.

Coils shall be of molded construction through NEMA Size seven. Coils on size eight starters shall be form wound, taped, varnished, and baked. All coils shall be replaceable from the front without removing the starter from the panel.

Overload relays shall be bi-metal alloy type with a replaceable control circuit module. Thermal units shall be of one-piece construction and interchangeable. The starter shall be inoperative if the thermal unit is removed.

NEMA Size 0 thru 7 starters shall be suitable for the addition of at least four external auxiliary contacts of any arrangement normally open or normally closed; Sizes 0-7 external auxiliary contacts shall be field convertible. Size 00 and Size 8 starters shall be suitable for the addition of up to three external auxiliary contacts of any arrangement normally open or normally closed. A minimum of two auxiliary contacts (one normally open and one normally closed) shall be provided.

Single and Three-Phase Starter:

All magnetic starters shall be equipped with a "HAND-OFF-AUTO" SELECTOR SWITCH, A RED RUN PILOT LIGHT, and a control circuit transformer with two fuses in primary circuit and one fuse in secondary. Control voltage shall be coordinated with other trades.

Three Phase Starters:

All three phase starters shall be equipped with an individual phase relay for protection against phase failures, phase voltage unbalance, and phase reversal. This relay shall have a response delay adjustable from 1/2 to 1

second and an adjustable unbalance voltage level of 5 of 30%.

REDUCED VOLTAGE AC MAGNETIC STARTERS - (ALL MOTORS 10 HP AND ABOVE)

All starters for motors 10 HP and above shall be autotransformer type containing a starter and contactors with a vertically actuated magnet and armature assembly, and horizontally actuated contacts through NEMA Size 4, contacts, on NEMA Size 5 through NEMA size 7.

The controller will be supplied for use on an electrical system as indicated on drawings.

The Reduced Voltage Starter will be sized according to motor horsepower, as indicated on drawings.

The Reduced Voltage Starter shall be Square "D" Class 8606 or Allen Bradley Bulletin 570 and shall have the following features: hand-off-automatic selector switch, pilot light (red), control circuit transformer with two fuses in the primary circuit, and one fuse in the secondary circuit. Control voltage shall be coordinated with other trades.

All three phase starters shall be equipped with an individual phase relay for protection against phase failures, phase voltage unbalance, and phase reversal. This relay shall have a response delay of approximately 3 seconds. After either the undervoltage or voltage unbalance limits are exceeded.

REFER TO DESCRIPTION OF MAGNETIC STARTERS FOR DETAILS REGARDING CONTACTORS AND STARTERS INTERNAL TO THIS DEVICE.

Refer to electrical plans and provide combination starters and disconnects where required.

All starters which are to be energized from remote "start-stop" stations shall be equipped with a step-down transformer to 120 volts.

All starters located outdoors shall be rated NEMA 3R.

PIPE MARKERS:

Provide pipe markers and directional arrows on all piping in mechanical equipment rooms, or which is exposed in building, and on both sides of all valves located above ceiling. Markers shall be as manufactured by W.H. Bradley Co., or the equivalent. All letters shall be color-coded and sized as recommended by OSHA. Samples of the type of letters to be used shall be submitted with shop drawings.

The following pipe shall be identified:

1. Natural Gas Piping.

Pipe markers with arrows shall indicate lines content and shall be located 20 feet on center and at each change of direction of line. Identification bands shall be color coded to match pipe markers and shall be provided 10 feet on center. Pipe identification markers shall be taped at each end and shall be taped around the entire circumference of pipe.

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 flame spread and smoke developed ratings.

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

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.

SCOPE OF WORK:

The work included in this section consists of furnishing labor, materials and tools required in insulating the systems as described in these specifications or shown on accompanying drawings. Services shall include coordination with all trades, and final verification of all installation prior to wall or ceiling closure.

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.

CONDENSATE DRAIN PIPING:

Cover all condensate drain lines with 3/4" thick Armaflex or Rubatex elastomeric closed cell black thermal insulation. Insulation shall have a flame spread rating of 25 or less and a smoke-developed rating of 50 or less as tested by ASTM E 84. Insulation shall be slit lengthwise for installation over condensate drain pipe and fittings. All fitting shall be insulated with mitered cuts. All slit seams shall be sealed with contact adhesive as recommended by insulation manufacturer.

HVAC DUCTWORK:

All supply, return, and bypass ductwork shall be insulated with 1" acoustical liner.

All exhaust duct shall not be insulated.

Refer to air distribution section of specifications for low pressure interior duct liner supplied by the sheet metal sub-contractor.

HVAC DUCT FLEX-CONNECTIONS:

Shall be wrapped on outside with 2.125" thick 3/4 # density fiberglass insulation with aluminum foil vapor barrier. Insulation shall be taped at all joints and installed per the manufacturer's recommendations. Insulation shall have a minimum R-value of R-6.0 if located in an unconditioned space or R-8 if located outside of building.

Insulation exposed to the weather shall be covered and sealed with Venture Clad adhesive jacketing system.

At contractors' option, dampers may be insulated with 1" thick elastomeric closed cell black thermal insulation sheets and covered with Venture Clad adhesive jacketing system.

MANUAL BALANCING DAMPERS:

Shall be wrapped on outside with 2.125" thick 3/4 # density fiberglass insulation with aluminum foil vapor barrier. Insulation shall be taped at all joints and installed per the manufacturer's recommendations.

Insulation shall have a minimum R-value of R-6.0 if located in an unconditioned space or R-8 if located outside of building.

Insulation exposed to the weather shall be covered and sealed with Venture Clad adhesive jacketing system.

At contractors' option, dampers may be insulated with 1" thick elastomeric closed cell black thermal insulation sheets and covered with Venture Clad adhesive jacketing system.

INSULATION THROUGH HANGERS AND SLEEVES:

The insulation shall be continuous through pipe hangers, pipe supports, and pipe sleeves.

At hangers and/or pipe 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 hanger supports.

The inserts shall be of calcium silicate, cellular glass, prestressed 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.

Where copper clad hanger are used on domestic copper pipe, insulation may cover pipe and hanger. Provide 18 gauge metal saddles between all hangers and insulation.

INSULATION THROUGH FLANGES, VALVES, ELBOWS, ETC.:

The insulation shall be continuous around flanges, valves, elbows, and other devices located in the piping system.

Provide fiberglass packing around devices where rigid insulation will not meet the contour of the device. Cover insulation with universal jacket and Glassfab with mastic. Cover entire installation as indicated above.

NATURAL GAS DISTRIBUTION

SERVICE:

Contractor shall contact local utility company, determine the extent of their requirements, and include in his price all costs required for the relocation of gas service.

GENERAL:

Gas piping shall be of materials as hereinbefore specified and installed in accordance with NFPA 54.

Provide valved outlet and flexible pipe connection at each piece of equipment requiring gas service.

All gas piping shall be run exposed.

TESTING:

All low-pressure gas piping shall be tested with a 10" mercury column for thirty (30) minutes.

Testing shall be witnessed and documented by the Prime Contractor and copied to the Owner for his record.

After the test has been completed and approved by the City Inspector and Owner, the Contractor shall request for gas meter installation. All installation and final connection to meter shall be coordinated with the Local Utility Co.

AIR CONDITIONING, HEATING, AND VENTILATING SYSTEMS:

GENERAL:

The air conditioning system, in general, shall be for the building, providing cooling and dehumidification in summer and heating in winter. A constant amount of fresh air shall be taken into the system and all air shall be filtered.

Each air system shall include all components required for a complete and working system meeting all local, state, and N.F.P.A. code requirements. This shall include all fire-stats and smoke detectors. Interlocking of all components shall be the responsibility of this contractor unless otherwise noted.

The Contractor shall guarantee all materials, equipment, and workmanship for a period of one (1) year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc. necessary to restore the project or equipment to first class condition. This guarantee shall exclude only the changing or cleaning of filters. Warranties exceeding one (1) year are hereinafter specified with individual pieces of equipment from the date of final acceptance.

VENTILATING SYSTEM:

This Contractor shall furnish and install all exhaust fans shown and scheduled on Plans. Fans shall be of the type indicated and shall be Greenheck, Cook or Prior Approved Equivalent.

All fans shall bear AMCA certified ratings and seal. Fan performance shall be rated in accordance with the latest AMCA standards. Belt drive fans shall include all drive losses.

All exhaust fans shall be equipped with automatic back-draft dampers and integral disconnect switch unless noted otherwise. Fan motors shall be of the 40^{deg} C ambient temperature rise type and shall be suitable for continuous duty operation.

Direct drive fans shall be complete with speed control devices mounted on unit for balancing.

PACKAGED A/C UNITS (GAS HEAT):

Furnish and install single packaged DX Mechanical systems with electric cooling and gas heating complete with automatic controls. The single packaged unit shall be a standard product of a firm regularly engaged in the manufacturing of heating-cooling equipment. Equipment shall be as manufactured by Trane model YSC120H3EMA, or Prior Approved Equivalent.

The operating range shall be between 155 degrees F and 0 degrees F in the cooling mode as standard from the factory for units with microprocessor controls. Operating range shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410a, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance with Central Cooling Air Conditioners.

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Units' surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and airtight seal. All exposed vertical panels and top covers in the indoor section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with a 1/8", foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb to provide an added water integrity precaution if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The top shall be ribbed to add extra strength and enhance water removal from the top of the unit.

Filters shall be 2-inch MERV 8 throwaway type.

All units shall have dual direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Compressor shall have 5 year parts warranty.

All units shall have variable speed direct drive motors with thermal protection. Motors shall meet US Energy Policy Act of 1992 (EPACT).

Outdoor fans shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Units shall have high efficiency motors.

Evaporator and condenser coils shall be internally fined, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A plastic, dual-sloped, removable, and reversible condensate drain pan with the

condensate drain line exiting the side of the unit.

Unit controls shall be completely factory wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A microprocessor or electromechanical controls shall provide for resident control algorithms to make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm shall maintain accurate temperature control, minimize drift from set point, and provide building comfort. The controls shall provide anti-short cycling timing and time delay between compressors to provide a higher level of machine protection. A control transformer and contactor shall be provided with the unit.

Units shall have high pressure cutout protection.

The unit shall have a Phase Monitor for 100% protection of motors and compressors for problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor shall be equipped with an LED "ON" or "FAULT" indicator. The module shall automatically reset from a fault condition.

Each refrigerant circuit shall have a thermal expansion valve. Service ports, and refrigerant line filter driers shall be factory installed. An area shall be provided for replacement suction line driers.

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition. After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the zone sensor. Units shall be suitable for natural gas.

Units shall have 2 stages of heating.

PRIMARY FILTERS:

AIR FILTERS SHALL BE EQUAL TO 2" MERV 8, pleated, disposable type. Each filter shall consist of a non-woven cotton fabric media, media support grid, and enclosing frame.

Filter media shall be non-woven cotton fabric type and shall be reinforced by a woven scrim backing capable of operating with variable face velocities up to 600 fpm without impairing performance.

One (1) new set of filters shall be installed during construction and filters shall be replaced just prior to AHU testing and balancing.

Provide two (2) sets of filters to be turned over to the owner as spares.

ELECTRIC REHEAT COILS:

Electric Slip-In type duct heaters shall be of the size, type, and capacity as indicated on drawings.

Heaters shall be ETL listed and tested in accordance with the latest version of ANSI/UL standard 1996 for zero clearance from combustibles and shall bear the ETL listing mark. Each heater shall meet the

requirements of NEC and shall be of the open coil design and shall be as manufactured by Nailor, Nepronics, or Prior approved Equivalent.

Each heater shall be furnished with two levels of over temperature safety devices serviceable and/or replaceable in the terminal box without removing the heater from the duct.

The primary safety device shall be a disc type automatic reset that will cut the heater off on an over-temperature condition and automatically bring the heater back on when the condition is corrected.

The secondary safety device shall be of the disc type, manually resettable or replaceable, and wired in the power lines in series with the heater elements such that failure of a sufficient number will de-energize or disconnect the heater until service is rendered if the primary device should fail.

The heater terminal box and frame shall be of heavy gauge (minimum 20 gauge) galvanized steel sufficiently formed and braced to assure structural rigidity of the entire heater assembly. Terminal box and lid must be totally enclosed and free from any perforations or louvers.

Elements shall be "Class A" 80/20 nickel chromium wire. Elements shall be held in place with high grade ceramic insulators that are encapsulated within two layers of galvanized steel that allow the ceramic bushings to float within their own enclosures to prevent warping of the element rack.

Each heater shall be furnished with an exact "as is" color wiring diagram.

Heaters shall be constructed as slip-in type as indicated on drawings.

Heaters shall be complete with the following options:

- NEMA 4 enclosure
- Internal toggle power switch
- Built-In Air Pressure Switch
- Quiet Contactors
- Manual reset secondary hi-limit protection.
- Insulated terminal box
- Control transformer
- Overcurrent protection for all heaters regardless of amp rating
- SCR controllers complete with back-up contactors and factory connections for BAS interlock between wall mounted thermostat (space temperature sensor) (0-10V) that will modulate the heat output of the heaters from 0 to 100% as required to maintain space temperature set point
- Pilot light for heater ON
- Pilot switches to de-energize all contactors
- Remote control panel (NEMA 4 enclosure)

AIR DISTRIBUTION:

GENERAL:

Furnish and install all ducts for Air Conditioning, Heating and Ventilating System as shown on the plans and as may be required to provide complete system. Ductwork shall be complete with grilles, turning vanes, flashings, hangers, flexible connections at equipment (Packaged A/C Units, Fans, etc.), manual dampers, fresh air inlets,

louvers, reinforcing angles, etc. All ductwork shall be concealed and insulated as hereinafter specified. H.V.A.C. shall be constructed in accordance with N.F.P.A 101:9.2.

ALL RECTANGULAR DUCTWORK SIZES INDICATED ON DRAWINGS ARE METAL-TO-METAL OUTSIDE DIMENSIONS.

DUCT HANGERS AND SUPPORTS:

All ductwork shall be properly braced to prevent rattling, breathing or other unnecessary noise. No sharp edges or obstructions shall project into the air stream. Ducts hanging inside the building shall be supported with 1" wide x 16 gauge minimum straps. Ducts on the outside of the building shall be supported with galvanized uni-strut screwed to the duct (refer to plans for additional information).

SINGLE WALL SPIRAL PIPE AND FITTINGS:

Round Exhaust Duct shall be single wall paint grip spiral pipe and fittings as manufactured by United McGill or Spiral Pipe of Texas. Gauges shall be as recommended by SMACNA Guidelines.

LOW PRESSURE RECTANGULAR DUCTWORK:

All ductwork shall be paint grip steel and shall be of gauges and construction as recommended by ASHRAE Guide and Data Book. Gauges are as follows, with longest side governing. (Duct dimensions on Plans are metal-to-metal dimensions).

<u>Dimensions of longest side</u>	<u>Sheet Metal Gauge</u>
0"-12"	26 Gauge
13"-30"	24 Gauge
31"-54"	22 Gauge
55"-84"	20 Gauge

All ductwork shall be sealed at seams and joints as herein specified.

Joints and reinforcing shall be as per ASHRAE Guide and Data Book, and all slips shall be installed without edge of internal part of slip facing downstream.

Construction standards of Article 110 of the National Board of Fire Underwriters, Bulletin 90, latest edition, shall apply throughout.

All ducts shall be straight and true and installed in a neat and workmanlike manner.

All edges shall be straight and true, and all bends shall be made with vaned turns. Where long radius turns cannot be used, the Contractor shall use square turns and use air splitters spaced not more than 3" center to center, and of a length so air will be properly distributed over the ducts.

Provide paint grip sheet metal as indicated on plans.

DUCTWORK SEALANT:

All ductwork shall be air tight. All seams, both shop made, and field installed, and shall be sealed with United McGill Uni-Seal, Hardcast SG-404 or 3M 800 Solvent Based Duct Sealer. All transverse joints shall be sealed as

well as spin collar takeoffs and rough duct connections. Strict adherence to manufacturers installation instruction is required.

DUCT LINING:

All low pressure rectangular supply, return, and bypass air ductwork, shall be internally lined with 1" thick black neoprene coated glass fiber duct lining material with a minimum 1-1/2# density and a thermal conductance factor of not more than .24 BTU per hour per square foot, per degree F. Lining material shall be in accordance with the requirements of NAIMA Duct Liner Standards and SMACNA HVAC Duct Construction Standards.

Lining material to be made by Certainteed, Owens Corning, Knauf or Johns Mansville. The Sheet Metal Contractor shall exercise care in cutting and fitting lining material to interior of duct. Cuts should be sharp and clean, with joints, and should fit tight. Lining material is to be applied by buttering on back and edges of sheets with 1/8" thickness waterproof duct lining cement meeting the requirements of ASTM C 916. The cement is to be applied with a serrated trowel or similar tool so that a grooved application of cement results.

Lining material is to be further secured in place with mechanical insulation fasteners (impact driven or weld secured) at 12" to 18" centers. These fasteners shall run from inside of duct through lining material and into rectangular sheet metal caps held in place against inside face of lining material. Mechanical fasteners shall be installed assuring no greater than 10% compression of the lining thickness.

DUCT ACCESSORIES:

Vanes shall be Tuttle and Bailey "Ducturns", Barber Coleman Uniflo or equivalent. Shop fabricated vanes will be acceptable.

REGISTERS, GRILLES, AND DIFFUSERS:

Square or rectangular supply outlets shall be as indicated in schedules.

All wall supply registers shall be complete with horizontal and vertical adjustable deflectors and opposed blade volume control damper. Elevation shall be coordinated with Owner prior to any installation or fabrication.

Return air grilles shall be as indicated in schedules.

Transfer grilles located in walls shall be as indicated in schedules.

All supply outlets shall have a sponge rubber gasket.

All grilles, diffusers and registers shall be of sizes and type as indicated on Plans or scheduled on Drawings. Manufacturers shall be Titus, Price, or Prior Approved Equivalent.

MANUAL DAMPERS:

Mechanical contractor shall furnish and install manual dampers in rectangular ductwork as indicated on plans. Damper shall be complete with outboard support bearing, and manual locking quadrant lever for balancing, blade and jamb seals. Dampers shall be low - leakage type as manufactured by Ruskin Model CD36 or prior approved equal for rectangular ductwork.

TEMPERATUE CONTROLS:

GENERAL:

Provide an electric temperature control system to be installed by the Mechanical Contractor.

Provide a Direct Digital Control (DDC) temperature control system by Siemens Talon Native BACnet System in order to interact as necessary for set point control to be installed by the Mechanical Contractor.

The HVAC controls system shall have a local Tridium Jace control panel and tie back into and communicate with an existing "Front End" located at Building 30.

Temperature Controls shall be installed by Select Building Controls one (1) of the following:

1. Contact Barton Dupre (337-447-0481) (barton_dupre@w-industries.com) for pricing to be included in the total cost of the project.
2. Contact Jody Bourque (337-581-4329) (jody.bourque@powers-hvac.com) for pricing to be included in the total cost of the project.

Submittals: Controls Contactor shall provide detailed on-line drawings, sequence of operations, and product information.

FIRESTAT:

Provide manual reset firestat in air intake for each Packaged A/C Unit. Firestat shall stop associated fan on a rise in air temperature above 125°F.

SMOKE DETECTOR:

The Mechanical Contractor shall furnish and install a smoke detector in the supply duct of Packaged Units 10B-1B, 10B-2B, 10B-3B, and 10B-4B.

Each Smoke Detector shall be enclosed in a weatherproof enclosure and have a smoke alarm relay module.

Smoke detector – System Sensor – model D4120

Smoke Alarm Relay – Kidde model SM120X

Weatherproof NEMA 4X enclosure with hinged cover and locking latch. Enclosure shall be minimum of 18" x 6" x 6" rated for exterior use (Polycase WQ-76 or equal with locking latch)

Smoke detectors shall be interlocked to packaged Units.

There shall be a 2 step Trouble-Alarm sequence.

On step one, the Smoke Detector interlock shall send a trouble to the BAS Front End.

On step two, the Smoke Detector shall send an alarm to the BAS Front End and De-energize the packaged unit pairs (10B-1A & 10B-1B, or 10B-2A & 10B-2B, or 10B-3A & 10B-3B, or 10B-4A & 10B-4B).

Smoke detectors shall have auxiliary contacts for interlock with the fire alarm system. Coordinate installation and selection of smoke detectors. Entire installation shall meet UL requirements for interlock with building fire alarm and security system.

Dual-chamber, ionization smoke detectors: The combination detector head and twist-lock base shall be UL listed.

The smoke detector shall have a flashing status indication LED or visual supervision. When the detector is actuated, the flashing LED shall latch on steady and at full brilliance.

The sensitivity of the detector shall be monitored without removal of the detector head. Metering set points shall be accessible on the exterior of the detector head. Field adjustment of the sensitivity shall be possible when conditions require a change.

It shall be possible to perform a functional test of the detector without the need of generating smoke. The test method must simulate effects of products of combustion in the chamber to ensure testing of all detector circuits.

Voltage and RF transient suppression techniques shall be employed to minimize false alarm potential. A gated alarm output shall be used for additional detector stability.

Auxiliary SPDT relays and/or remote LED alarm indicators shall be installed as required.

Duct mounted smoke detectors shall shut down the associated pair of Packaged A/C Units. This contractor shall provide all equipment and labor as required to accomplish same.

Mechanical Contractor shall coordinate with all applicable trades for connections of all components.

GENERAL:

CONTROL WIRING:

All wiring and rigid conduit required in the control systems, including electrical connections for the sensors, thermostats, fire-stats, smoke detectors, etc. and all interlocking motor control wiring shall be furnished and installed by the Mechanical Contractor.

Mechanical Contractor shall coordinate with Controls Contractor for all conduit and wiring requirements.

All wiring shall be in conduit and in accordance with the National Electrical Code (N.E.C.).

All control wiring located outdoors shall be installed in rigid or intermediate metal conduit.

All control wiring located indoors where an accessible ceiling is not available shall be installed in E.M.T. conduit.

All control wiring located above accessible ceilings shall be N.E.C. approved cable. All control wiring located above accessible ceilings used as air plenums shall be N.E.C. approved "plenum cable".

All conductors shall be copper. Conductors used for power circuits shall be #12 TW minimum. Conductors used for control circuits shall be #14 TW minimum. Conductors used for sensor circuits shall be #18 TW minimum.

POINTS LIST:

PACKAGED A/C UNITS (GAS HEAT) (TOTAL OF 4 PAIRS OF UNITS):

Note:

1. All points shall be graphically trended.
2. All points shall be reported in table format based on date range.
3. All sensors at exterior of building shall be mounted in NEMA 4 sealed box.

- BO Unit Evaporator Fan – Start/Stop (Total of 8).
- BI Unit Evaporator Fan – Status (Total of 8) – CTs.
- VIRT. Unit Evaporator Fan – Alarm (Total of 8).
- BO Unit – Cooling Stage 1 – Start/Stop Control (One per Unit) (Total of 8).
- BI Unit – Cooling Stage 1 - Status (One per Unit) (Total of 8) – CTs.
- VIRT. Unit – Cooling Stage 1 – Alarm (Total of 8).
- BO Unit – Cooling Stage 2 – Start/Stop Control (One per Unit) (Total of 8).
- BI Unit – Cooling Stage 2 - Status (One per Unit) (Total of 8) – CTs.
- VIRT. Unit – Cooling Stage2 – Alarm (Total of 8).
- BO Unit – Heating Stage 1 – Start/Stop Control (One per Unit) (Total of 8).
- BI Unit – Heating Stage 1 - Status (One per Unit) (Total of 8) – CTs.
- VIRT. Unit – Heating Stage 1 – Alarm (Total of 8).
- BO Unit – Heating Stage 2 – Start/Stop Control (One per Unit) (Total of 8).
- BI Unit – Heating Stage 2 - Status (One per Unit) (Total of 8) – CTs.
- VIRT. Unit – Heating Stage 2 – Alarm (Total of 8).
- AI Unit – Leaving Air Temperature Electric Reheat Coils (Total of 4) – Animal Quarters 100/103/104.
- AI Unit – Leaving Air Temperature Electric Reheat Coils (Total of 1) – Clinic 102.
- AI Unit – Leaving Air Temperature (One per “A” & “B” Unit) (Total of 8).
- BI Unit – Smoke Detector (Unit Trouble – Alarm/Shutdown) (1 per “B” unit) (Total of 4).
- AI Space Temperature (Required for System 1 and 2) (Total of 1) – Animal Quarters 100.
(Located behind exhaust grille marked “X”).
- AI Space Temperature (Required for System 3) (Total of 1) – Animal Quarters 103 and 104.
(Located in exhaust ductwork at Animal Quarters Room 104).
- AI Space Temperature (Required for Clinic 102) (Total of 1) – Located in Room.
- AI Space Humidity (Monitoring) (Required for System 1 and 2) (Total of 1)– Animal Quarters 100.
(Located behind exhaust grille marked “X”).
- AI Space Humidity (Monitoring) (Required for System 3) (Total of 1) – Animal Quarters 103 and 104.
(Located in exhaust ductwork at Animal Quarters Room 104).
- AI Space Humidity (Monitoring) (Required for Room 102) (Total of 1) – Located in Room 102.
- AI Outside Air Temperature (Total of 1).
(Located at O.A. intake of 10B – 1A).
- AI Outside Air Humidity (Total of 1). Generator ATS Status – (Total of 1).
(Located at O.A. intake of 10B – 1A).
- BI Generator ATS Status (Total of 1) – CTs
- VIRT. Outside Air (Indicated on graphics for comparison) – located at 52/53 Mechanical Room on exterior.
- VIRT. Humidity (Indicated on graphics for comparison) – located at 52/53 Mechanical Room on exterior.

EXHAUST FANS:

- BO Exhaust Fan Start/Stop Control (Total of 3).
- BI Exhaust Fan Status – (Total of 3) – CTs.
- VIRT. Exhaust Fan – Alarm (Total of 3)

SEQUENCE OF OPERATION:

Package A/C Units Evaporator Fans:

Supply fans shall operate continuously, DDC System shall monitor fan status thru a current sensing relay.

Should one unit fan fail (in a pair of units), the other unit (in the pair) shall continue to run. An alarm shall be sent to the Front End.

SYSTEM 1: (10B – 1A & 10B – 1B) – ROOM 100 ANIMAL QUARTERS

System 1 shall be served by individual EMS controller mounted inside of NEMA 4R enclosure. Controller shall be interconnected to adjacent controllers back to a single point back to IT switch. Owner to provide I.P. address information. Refer to drawings for location of enclosure.

Packaged A/C Units Cooling Mode:

Cooling compressors in each unit shall stage (2 stages per unit – total of 4 stages) to maintain Leaving Air Temperature setpoint at “UNIT-B” (55°F Adjustable – Range 52°F to 56°F Adjustable) based on temperature sensor located directly behind grille “X” (Fans EF-100-1 & EF-100-2) and monitored by the BAS.

One (1) temperature sensor controls both System 1 and System 2.

Compressor Staging Schedule:

<u>Outside Air Temperature Range (Adjustable)</u>	<u>No. of Compressors (Adjustable)</u>
85°F to 95°F and above	4
75°F to 85°F	3
65°F to 75°F	2
55°F to 65°F	1

Provide alternating of compressors to equal runtime.

Room 100 (Animal Quarters) electric reheat coils (20KW - located downstream of “UNIT-B”) shall modulate to maintain space temperature setpoint (72°F Adjustable).

When the building is operating under emergency power as monitored by ATS status, all 20KW electrical reheat coils shall be deactivated (turned off). Compressors shall be stage to maintain space temperature setpoint (72°F Adjustable) in lieu of unit leaving air temperature of 55°F.

Package A/C Units Gas Heating Mode:

Gas heating shall start when building electric reheat coils (20KW – located downstream of “UNIT-B”) are at 100% and outside air temperature is below 30°F (Adjustable). Stage Gas heating to maintain space setpoint of 72°F ± 2°F (Adjustable).

Provide Lead/Lag control for heating (Adjustable) based on the following heating sequence:

Unit No.	Heat Stage	Heating Sequence			
		1	2	3	4
Lead (A or B)	1	X	X	X	X
Lead (A or B)	2		X	X	X

Lag	1			X	X
Lag	2				X

Humidity Monitoring (Room 100 – Animal Quarters):

A Space Humidity Sensor shall be located in the exhaust air system (Fans EF-100-1 & EF-100-2) behind grilled marked “X” and monitored by the BAS. One (1) sensor for system 1 and system 2.

SYSTEM 2: (10B – 2A & 10B – 2B) – ROOM 100 ANIMAL QUARTERS

System 2 shall be served by individual EMS controller mounted inside of NEMA 4R enclosure. Controller shall be interconnected to adjacent controllers back to a single point back to IT switch. Owner to provide I.P. address information. Refer to drawings for location of enclosure.

Packaged A/C Units Cooling Mode:

Cooling compressors in each unit shall stage (2 stages per unit – total of 4 stages) to maintain Leaving Air Temperature setpoint at “UNIT-B” (55°F Adjustable – Range 52°F to 56°F Adjustable) based on temperature sensor located directly behind grille “X” (Fans EF-100-1 & EF-100-2) and monitored by the BAS.

One (1) temperature sensor controls both System 1 and System 2.

Compressor Staging Schedule:

<u>Outside Air Temperature Range (Adjustable)</u>	<u>No. of Compressors (Adjustable)</u>
85°F to 95°F and above	4
75°F to 85°F	3
65°F to 75°F	2
55°F to 65°F	1

Provide alternating of compressors to equal runtime.

Room 100 (Animal Quarters) electric reheat coils (20KW - located downstream of “UNIT-B”) shall modulate to maintain space temperature setpoint (72°F Adjustable).

When the building is operating under emergency power as monitored by ATS status, all 20KW electrical reheat coils shall be deactivated (turned off). Compressors shall be stage to maintain space temperature setpoint (72°F Adjustable) in lieu of unit leaving air temperature of 55°F.

Package A/C Units Gas Heating Mode:

Gas heating shall start when building electric reheat coils (20KW – located downstream of “UNIT-B”) are at 100% and outside air temperature is below 30°F (Adjustable). Stage Gas heating to maintain space setpoint of 72°F ± 2°F (Adjustable).

Provide Lead/Lag control for heating (Adjustable) based on the following heating sequence:

Unit No.	Heat Stage	Heating Sequence			
		1	2	3	4
Lead (A or B)	1	X	X	X	X
Lead (A or B)	2		X	X	X
Lag	1			X	X
Lag	2				X

Humidity Monitoring (Room 100 – Animal Quarters):

A Space Humidity Sensor shall be located in the exhaust air system (Fans EF-100-1 & EF-100-2) behind grilles marked “X” and monitored by the BAS. One (1) sensor for system 1 and system 2.

SYSTEM 3: (10B – 3A & 10B – 3B – ROOM 100 ANIMAL QUARTERS AND ROOM 102 CLINIC

System 3 shall be served by individual EMS controller mounted inside of NEMA 4R enclosure. Controller shall be interconnected to adjacent controllers back to a single point back to IT switch. Owner to provide I.P. address information. Refer to drawings for location of enclosure.

Packaged A/C Units Cooling Mode:

Cooling compressors in each unit shall stage (2 stages per unit – total of 4 stages) to maintain Leaving Air Temperature setpoint at “UNIT-B” (55°F Adjustable – Range 52°F to 56°F Adjustable) based on temperature sensor located directly behind grille “X” (Fans EF-100-1 & EF-100-2) and monitored by the BAS.

Compressor Staging Schedule:

<u>Outside Air Temperature Range (Adjustable)</u>	<u>No. of Compressors (Adjustable)</u>
85°F to 95°F and above	4
75°F to 85°F	3
65°F to 75°F	2
55°F to 65°F	1

Provide alternating of compressors to equal runtime.

Room 100 (Animal Quarters) electric reheat coils (20KW - located downstream of “UNIT-B”) shall modulate to maintain space temperature setpoint (72°F Adjustable).

Room 102 (Clinic) electric reheat coils (10KW - located in Hall 10B) shall modulate to maintain space temperature setpoint (72°F Adjustable).

When the building is operating under emergency power as monitored by ATS status, all 20KW electrical reheat coils shall be deactivated (turned off). Compressors shall be stage to maintain space temperature setpoint (72°F Adjustable) in lieu of unit leaving air temperature of 55°F.

Package A/C Units Gas Heating Mode:

Gas heating shall start when building electric reheat coils (20KW – located downstream of “UNIT-B”) are at 100% and outside air temperature is below 30°F (Adjustable). Stage Gas heating to maintain space setpoint of 72°F ±

2°F (Adjustable).

Provide Lead/Lag control for heating (Adjustable) based on the following heating sequence:

Unit No.	Heat Stage	Heating Sequence			
		1	2	3	4
Lead (A or B)	1	X	X	X	X
Lead (A or B)	2		X	X	X
Lag	1			X	X
Lag	2				X

Humidity Monitoring (Room 100 – Animal Quarters):

A Space Humidity Sensor shall be located in the exhaust air system (Fans EF-100-1 & EF-100-2) behind grilled marked “X” and monitored by the BAS.

Humidity Monitoring (Room 102 – Clinic):

A Space Humidity Sensor shall be located in the room and monitored by the BAS.

SYSTEM 4: (10B – 4A & 10B – 4B) – ROOM 103 AND 104 ANIMAL QUARTERS

System 4 shall be served by individual EMS controller mounted inside of NEMA 4R enclosure. Controller shall be interconnected to adjacent controllers back to a single point back to IT switch. Owner to provide I.P. address information. Refer to drawings for location of enclosure.

Packaged A/C Units Cooling Mode:

Cooling compressors in each unit shall stage (2 stages per unit – total of 4 stages) to maintain Leaving Air Temperature setpoint at “UNIT-B” (55°F Adjustable – Range 52°F to 56°F Adjustable) based on temperature sensor located directly behind exhaust grille in Room 104 and monitored by the BAS.

Compressor Staging Schedule:

<u>Outside Air Temperature Range (Adjustable)</u>	<u>No. of Compressors (Adjustable)</u>
85°F to 95°F and above	4
75°F to 85°F	3
65°F to 75°F	2
55°F to 65°F	1

Provide alternating of compressors to equal runtime.

Room 103 and 104 (Animal Quarters) electric reheat coils (20KW - located downstream of “UNIT-B”) shall modulate to maintain space temperature setpoint (72°F Adjustable).

When the building is operating under emergency power as monitored by ATS status, all 20KW electrical reheat coils shall be deactivated (turned off). Compressors shall be stage to maintain space temperature setpoint (72°F

Adjustable) in lieu of unit leaving air temperature of 55°F.

Package A/C Units Gas Heating Mode:

Gas heating shall start when building electric reheat coils (20KW – located downstream of “UNIT-B”) are at 100% and outside air temperature is below 30°F (Adjustable). Stage Gas heating to maintain space setpoint of 72°F ± 2°F (Adjustable).

Provide Lead/Lag control for heating (Adjustable) based on the following heating sequence:

Unit No.	Heat Stage	Heating Sequence			
		1	2	3	4
Lead (A or B)	1	X	X	X	X
Lead (A or B)	2		X	X	X
Lag	1			X	X
Lag	2				X

Humidity Monitoring (Room 103 and 104 – Animal Quarters):

A Space Humidity Sensor shall be located in the exhaust duct system located in Room 104 monitored by the BAS.

UTILITY SET EXHAUST FANS:

(EF-1 and EF-2) shall be served by individual EMS controller mounted inside of NEMA 4R enclosure. Controller shall be interconnected to adjacent controllers back to a single point back to IT switch. Owner to provide I.P. address information. Refer to drawings for location of enclosure.

(EF-3) shall be served by individual controller associated with Units 10B-4A and 10B-4B). Refer to drawings for location of enclosure.

Exhaust fans are intended to operate continuously.

Fans shall be start/stop via starter and disconnect located next to equipment.

Fans shall be monitored and alarmed.

DDC SYSTEM SHALL MONITOR GRAPHICLY:

1. Each Evaporator Supply Fan Status (Total of 8).
2. Each Exhaust Fan Status (Total of 3).
3. All Compressor Status and Staging (Total of 16).
4. All Gas Heating Status and Staging (Total of 8).
5. Supply Air Temperature (Total of 8).
6. Space Temperature (Total of 3 ea.).
7. Space Humidity (Total of 3 ea.).
8. Leaving Air Temperature at reheat coils (Total of 4).
9. Outside Air Temperature Sensor from Unit (Total of 1).
10. Outside Air Temperature – Virtual point for comparison.

11. Outside Air Humidity Sensor from Unit (Total of 1)
12. Outside Air Humidity – Virtual point for comparison.

MISCELENOUS SEQUENCE OF OPERATION:

1. Monitor Emergency Power
2. Monitor Fire Alarm and to Shut down exhaust and electric heaters.
3. Fire alarm shutdown of all RTUs.

SAFETIES:

1. Low Limit Temperature in the leaving air duct of Unit “B” shall sent a Trouble Alarm to the Front End.
2. Duct mounted smoke detector shall send a TROUBLE Alarm to the Front End for Stage 1 Alarm and shall send an ALARM for Stage 2 Alarm and stop the Unit fan upon detection of products of combustion (Detector shall be located in the discharge duct of each of the “B” Units).
3. Stopping the Unit fan shall de-energize the control system.
4. An Alarm shall be sent to the workstation upon activation of any or all safety devices.

WORK RESTRICTIONS:

Work Restrictions, General:

1. Comply with restrictions on construction operations.
2. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
3. On Site Work Hours:
 - A. NIRC standard work hours: 7am-4pm M-F.
 - B. Any contractor that expects or wants to work outside of those hours will have to be requested in a PRE-BID request and addendum.
 - C. Specific days of the week.
 - D. Specific hours.
 - E. Number of weeks expected at that schedule.
4. Hours for Utility Shutdowns:
 - A. After 6:00 pm and before 6:00 am
Any Project that may require a scheduled shutdown must be discussed before bidding.
5. Hours for noisy activity:
 - A. Noisy operations, such as tear off of existing roofing, and installation of overlayment board shall be accomplished after normal working hours, on weekends, holidays, and breaks between semesters. Application of foam roofing can be accomplished during normal working hours. All operations shall be coordinated with Owner.

TEMPORARY FACILITIES AND CONTROLS

GENERAL

SECTION INCLUDES

- F. *Telecommunications* services.
- G. Temporary sanitary facilities.
- H. Vehicular access and parking.
- I. Waste removal facilities and services.
- J. Project identification sign.

1.2 TELECOMMUNICATIONS SERVICES

- A. Use of cell phones at project site will be limited to applicable NIRC policy and/or Agent authorized use only.

1.3 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities located at NIRC is not permitted
- B. Provide and maintain required facilities and enclosures at time of project mobilization.
- C. Maintain daily in clean and sanitary condition.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building, as applicable.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with Agent.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.6 WASTE REMOVAL

- A. Use of Owner's waste removal facilities or dumpsters is not permitted.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers.

1.7 PROJECT IDENTIFICATION

- A. No project identification sign is needed. Any such sign design, construction, and location must be approved by Agent.
- B. No other signs are allowed without Owner permission except those required by law.

END OF SECTION

Special Requirements Specific to the New Iberia Research Center

MEDICAL REQUIREMENTS

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

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

ENHANCED SECURITY CLEARANCE (CONTRACTORS):

The Contractor shall have all technicians/crew members submit to an Enhanced Security Clearance screening, prior to granting the individual access to the University of Louisiana at Lafayette's New Iberia Research Center's (NIRC) Facility. The screening of technicians/crew members will be conducted through Information Network Associates (INA), www.ina-inc.com and will be the sole responsibility of the Contractor. The Contractor will contact INA directly to request the "UL-NIRC Enhanced Security Clearance screening" be performed.

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

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

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

GENERAL CLEAN-UP

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

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

All surfaces shall be wiped down and free of dust.

END OF SECTION

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

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Architect or Purchasing Office prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in Project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the Project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Architect

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

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set acquired

by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

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

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

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

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

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

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

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

4.4 Addenda

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

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

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the

seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. UL Lafayette Purchasing shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect for this Project.

5.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

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

5.1.5 Bidders are cautioned to complete all alternates should such be required on the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

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

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212 (B)(5).

5.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

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

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

bid bond shall result in the rejection of the bid.

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

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

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

5.3 Submission of Bids

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

5.3.1

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

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

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

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

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

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

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

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

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

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

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

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

5.5 Prohibition of Discriminatory Boycotts of Israel

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

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

See Guidelines for Electronic Submission of Bids and Virtual Bid Openings on page 4 of this solicitation.

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they

are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

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

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

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

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

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed

fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the University of Louisiana at Lafayette.

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the University of Louisiana at Lafayette, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this Project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

END OF SECTION

SUPPLEMENTARY CONDITIONS

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

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

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

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.1.8 Initial Decision Maker

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

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

1.5.1 Delete the first sentence of the paragraph.

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

1.7 DIGITAL DATA USE AND TRANSMISSION

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

Delete Section 2.3.2 and substitute the following:

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

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

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

3.5 WARRANTY

3.5.2 Replace reference to “Section 9.8.4” with “Section 9.8.6”.

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

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:

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

3.8 ALLOWANCES

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

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

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph:
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

After the first sentence, add the following:

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

Add the following Sections:

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities and telephone.

Extended fixed job-site costs or equitable adjustment, may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

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

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision, refer to section 7.2.2.1, with exception as provided in Section

7.2.7.

- 7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.3 In the first sentence after “following methods” insert: “, but not to exceed a specified amount”.
- 7.3.4 From .1 of the list, delete all after “Costs of labor, including” and substitute the following “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 9.10.4 and replace with the following:

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

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

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

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

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

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

10.3 HAZARDOUS MATERIALS

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

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

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

ARTICLE 11**INSURANCE AND BONDS**

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

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**11.1 CONTRACTOR’S LIABILITY INSURANCE**

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

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**11.2.1 Worker’s Compensation**

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

11.2.2 Commercial General Liability

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

The aggregate loss limit must apply to each Project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State

Project number, including part number, and Project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

11.2.3 Automobile Liability

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

11.2.4 Excess Umbrella

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

11.2.5 Builder’s Risk

11.2.5.1 Builder’s Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure).

The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

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

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

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

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

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

11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner.

The Contractor shall be responsible for all deductibles and self-insured retentions.

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or

used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

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

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

11.3.1.4 All Coverages

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

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

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

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

11.3.2 Acceptability of Insurers

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

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

11.3.3 Verification of Coverage

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

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

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

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

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

11.3.4 Subcontractors

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

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

11.3.5 Worker's Compensation Indemnity

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

11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

11.4 PERFORMANCE AND PAYMENT BOND

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

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

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

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

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

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

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

12.2.2 After Substantial Completion

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

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

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

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

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

13.4 TESTS AND INSPECTIONS

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

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

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

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

14.2.3 Add the following sentence:

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

Add the following Section:

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

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

15.1.3.1 Add the following to the end of the paragraph:

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

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

Delete Section 15.1.6.2 and substitute the following:

15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the

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

Add the following Section:

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

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

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

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

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

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

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

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

Delete the fourth sentence.

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

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

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

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

END OF SECTION

INSURANCE REQUIREMENTS

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

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

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

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

2. Commercial General Liability

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

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

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

3. Automobile Liability

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

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

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

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

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

5. Cyber Liability Insurance

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

B. Other Insurance Provisions

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

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects

University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

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

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

Certificates and all notices regarding coverage shall be addressed to: University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197 Lafayette, LA 70504

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

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

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

END OF SECTION

GENERAL REQUIREMENTS

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

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

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

CONSTRUCTION FORCE

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

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

PARKING

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

DEQ NOTIFICATION

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

STANDARDS

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

WORKMANSHIP AND MATERIALS

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

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

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

GUARANTEE

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

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

CAMPUS SAFETY POLICY

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

LOUISIANA ONE CALL

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

EXISTING LANDSCAPING

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

ASBESTOS

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

COORDINATION OF WORK

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

STORM WATER RUN OFF PROTECTION

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

PAYMENT

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

On Projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. The retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 10.

FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.

CLEAN-UP

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

INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

1. ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

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

representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or ay facilities or equipment therein of University.

FORCE MAJEURE

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

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

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: NIRC - Building 10B Modifications
 NEW IBERIA, LOUISIANA
 File No. 23231

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 2023.
 (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:

_____ N/A _____ Dollars (\$ _____)

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

_____ N/A _____ Dollars (\$ _____)

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

_____ N/A _____ 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.

ATTESTATIONS AFFIDAVIT – PAGE 1 OF 2

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.

NIRC – BUILDING 10B MODIFICATIONS

23231

Name of Project

Project No.

STATE OF LOUISIANA

PARISH OF IBERIA

ATTESTATIONS AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT PAGE 1 OF 1

STATE OF LOUISIANA

[X] PARISH OF IBERIA

[] 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