UNIVERSITY of NEW ORLEANS

BID SPECIFICATIONS FOR JOB ENTITLED

MAIN ARENA CEILING TILE REPLACEMENT LAKEFRONT ARENA EAST CAMPUS

Sealed Bid #BTB 2843

Bid Date: AUGUST 26, 2024

Bid Time: 2:00 p.m.

Pre-Bid Conference:

Date: AUGUST 19, 2024

10:00 a.m. at the

East Campus – Lakefront Main Arena



UNIVERSITY of NEW ORLEANS

BID SPECIFICATIONS FOR JOB ENTITLED

MAIN ARENA CEILING TILE REPLACEMENT LAKEFRONT ARENA EAST CAMPUS

PREPARED BY

UNIVERSITY OF NEW ORLEANS

PURCHASING OFFICE

Administration Annex, Room 1004-G

LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148

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Main Arena – Lakefront Arena – East Campus

PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director for Purchasing Phone: (504)280-6172 Fax: (504)280-6297 E-mail: <u>tabacino@uno.edu</u>

UNIVERSITY REPRESENTATIVE: Brandt Daniels, Asst. General Manager or Drew Lytle Phone: (504) 280-7171 E-mail: <u>bpdaniel1@uno.edu</u> or (504) 280-7261 <u>dslytle@uno.edu</u> Date: July 19, 2024

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BID INFORMATION

UNIVERSITY of NEW ORLEANS

INSTRUCTIONS TO BIDDERS

ARTICLE I

PROJECT TITLE AND BID OPENING DATE & TIME

1.1 Project Title: MAIN LEVEL CEILING TILE REPLACEMENT LAKEFRONT ARENA EAST CAMPUS

Bid Opening Date & Time: AUGUST 26, 2024 at 2:00 p.m.

Location of Bid Opening:

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

1.2 DEFINITIONS

- 1.2.1 The Bidding Documents include the following
 - a. Bid Information & Forms dated 7/19/2024
 - b. Specifications Sections 01000 through 09510 dated 7/19/2024.
 - c. Drawings Sheets No. A-1 through A-6 dated 6/25/2024
 - d. Addenda issued during the bid period and acknowledged in the Bid Form

1.2.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Documents A201, or in other Contract Documents are applicable to the Bidding Documents.

1.2.3 Addenda are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the bidding documents by addition, deletions, clarifications, or corrections.

1.2.4 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 Bidding Documents.

1.2.5 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 for sums stated in Alternate Bids.

1.2.6 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 Bidding Documents is accepted.

1.2.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the proposed Contract Documents.

1.2.8 A Bidder is one who submits a Bid for a prime contract with the Owner for the Work described in the proposed Contract Documents.

1.2.9 A Sub-bidder is one who submits a bid to a Bidder for materials or labor for a portion of the Work

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his bid represents that:
 - 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
 - 2.1.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

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

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

- 2.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 2.1.4 When a discrepancy or ambiguity arises between the written specifications and the drawings, the document which is more stringent, or which benefits the University more as determined by the Director, shall govern.
- 2.1.5 His bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, only the bids of Contractors and Subcontractors duly licensed under Louisiana Revised Statutes 37:2150, et seq. will be considered, if applicable. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with law. (See paragraph 4.1.8)
- 2.3 The University reserves the right to examine the Successful Bidder's past payroll records and those of any subcontractor to determine whether the employees being used on the contract are regularly employed. The University also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the bidder intends to use laborers or unskilled workmen on any aspect of the contract, the bidder must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.
- 2.4 If the Contractor is required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of any completion deadlines or waiver of any liquidated damages specified elsewhere in the bid specifications.
- 2.5 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the

Contractor shall: (1) Provide the better quality, upgrade, or quantity of Work, or (2) Comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Copies

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

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

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

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the University nor the Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The University or Consultant in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
- 3.2 Interpretation or Correction of Bidding Documents
 - 3.2.1 Bidders shall promptly notify the UNO Purchasing Office of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions
 - 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the UNO Purchasing Office, at least seven (7) days prior to the date for receipt of bids.
 - 3.2.3 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda shall be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.
 - 3.2.4 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3 Substitutions

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

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the proposer to include in his proposal all changes required of the Contract Documents if the proposed substitute is used. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

- 3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.4 It is incumbent upon the bidder, once a substitution is accepted, to assure that the substitution will meet the requirements of the project as an acceptable and contributing operating component of the completed project. The bidder and proposer of the substation if used in the project shall provide all information, drawings and other necessary equipment, and coordination to ensure that the substitution will operate, fit and be able to be maintained as an acceptable operating component of the project.

3.4 Addenda

- 3.4.1 Addenda will be e-mailed or delivered to all Contractors in attendance at the mandatory Pre-Bid Conference or to all known bidders by the Purchasing Department of the University of New Orleans to have received a complete set of bidding documents if no mandatory Pre-Bid Conference is scheduled.
- 3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the time set for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour (72) period prior to the time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of re-advertising.
- 3.4.4 The University shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the University of New Orleans Purchasing Office.
- 3.4.5 Each Bidder shall ascertain from the University of New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4

BIDDING PROCEDURE

4.1 Form and Style of Bids

- 4.1.1 Bids shall be submitted on the forms provided by the University.
- 4.1.2 All blanks on the Bid Form shall be filled in by electronic means, typewriter or manually in ink. Signature is required manually by ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the bid or his authorized representative.
- 4.1.5 Bidders are cautioned to complete all alternates and unit prices should such be required in the Bid Form. Failure to submit alternate and unit prices will render the proposal informal and shall cause its rejection.
- 4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- 4.1.7 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:
 - a. Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
 - b. Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University
 - c. Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form

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

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

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

The Contractor shall be licensed by the Louisiana State Licensing Board for Contractors under Category **1** - **Building Construction**.

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

4.2 Bid Security

4.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security. Bid Security must accompany the bid in the sealed envelope. Bidders to attach a certified check, cashier's check, or University of New Orleans Bid Bond Form in the amount of five percent (5%) of the sum of the base bid and all alternates, as an evidence of good faith. Bidders are hereby notified that Bank Checks, Official Bank Checks or similar are not acceptable as bid security. Certified or cashier's checks to be drawn on a bank insured by the Federal Deposit Insurance Corporation in favor of The University of New Orleans or the bid bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide. If the bid security for this project is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications. Any Bond submitted other than on this bond form shall cause the bid to be rejected.

Bid Security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bidding Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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

- 4.2.2 The University will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- 4.3 Submission of Bids
 - 4.3.1 Bids shall be sealed in the envelope furnished with bid documents and will be received until the time specified and at the place specified in these bid documents. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the University of New Orleans Purchasing Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified legibly on the outside with the following:

- a. Project Name and Owner
- b. Architect
- c. Date
- d. Name , Address, and license number of the Bidder.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to: University of New Orleans, Purchasing Office, Administration Annex Building, Room 1004-G, New Orleans, Louisiana 70148. Bids sent by express delivery shall be delivered to: University of New Orleans, Purchasing Office, Administration Annex Building, Room 1004-G, Lakefront, New Orleans, Louisiana 70148.

- 4.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in these Bid documents, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.3.4 Oral, telephonic, telegraphic, or faxed bids are invalid and shall not receive consideration.
- 4.3.5 The University shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.
- 4.36 The bid submission shall include the following documents:
 - a. Bid Form and Unit Price Form if unit prices are included.
 - b. Bid Security
 - c. Document authorizing execution of signature on Bid Form if not submitting as a sole proprietor.
- 4.4 Modification or Withdrawal of Bid
 - 4.4.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the University of New Orleans Purchasing Office within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the University of New Orleans Purchasing Office determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and the bid was

submitted in good faith it shall accept the withdrawal and return the bid security to the contractor."

- 4.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the University of New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.
- 4.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

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

5.2 Rejection of Bids

- 5.2.1 The University shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular. The provisions and requirements of the Instructions to Bidders, the Advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived.
- 5.2.2 The University reserves the right to reject any and all bids at its discretion.
- 5.3 Acceptance of Bid
 - 5.3.1 It is the intent of the University, if any alternates are accepted, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the University shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.
 - 5.3.2 University of New Orleans upon receipt of bids, shall act within thirty calendar days of such receipt to award contract to the lowest responsible bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents is judged to be reasonable and does not exceed the funds available or reject all bids. However, University of New Orleans, by mutually written consent, may agree to extend the deadline of award by one or more extensions of thirty calendar days.

ARTICLE 6

PERFORMANCE AND PAYMENT BOND

6.1 Bond Required

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

6.2 Time of Delivery and Form of Bond

- 6.2.1 The Bidder shall deliver the required bond to the University simultaneous with the execution of the Contract.
- 6.2.2 Bond shall be in the form furnished by University of New Orleans Purchasing Office, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Contract Documents.
- 6.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 7

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

7.1 Form to be Used

- 7.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, a copy of which is bound in the Bidding Documents.
- 7.2 Post Bid Information & Award
 - 7.2.1 Submissions: Within ten (10) days after the Bid, the following documents shall be

submitted to the Owner. Failure to submit these documents within the specified time frame will result in disgualification of the Bidder.

- a. Attestation Affidavit (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package, in accordance with La. R.S. 38:2227 and LA. R.S. 38:2212.10.
- b. Non-Collusion Affidavit form bound within this bid package, in accordance with La. R.S. 38:2224
- 7.2.2 The Bidder shall, prior to the award of a Contract for the Work, submit the following information to the Owner.
 - a. A designation of the work to be performed by the Bidder with his own forces.
 - b. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
 - c. A list of names of the subcontractors 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.
 - d. A Schedule of Values set up by trade item with labor and material separated for each phase of work.
 - e. The name of the proposed superintendent along with a resume of same. The resume shall cover biographical data, past experience, and references.
- 7.2.3 The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractors' respective trades.
- 7.2.4 Prior to the award of the Contract, the Architect will notify the Bidder if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed Subcontractors.
- 7.2.5 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.
- 7.2.6 As soon as the contract has been fully awarded according to law, certified checks will be returned to all bidders other than the successful Bidder; the latter's check will be returned on the signing of the Contract.
- 7.2.7 Upon the execution of the contract, University of New Orleans, within thirty days thereafter, shall issue to the contractor a Notice to Proceed with the project. However, upon mutual consent by both parties, the Notice to Proceed may be extended.
- 7.2.8 After the purchase order has been awarded, no changes will be made to any part without written approval from the Director of the Department issuing these bid documents. The proposed change will be submitted in writing, with a complete breakdown of all material and labor, and the individual cost of each.

- 7.3 Successful Bidder's Delivery Schedule
 - 7.3.1 The Successful Bidder will provide a delivery construction schedule. Submit within fifteen (15) days after the date established "Commencement of the Work".
 - 7.3.2 Schedule Updating: Revise the schedule after each meeting, event, or activity where schedule revisions have been recognized or made. Distribute updated schedule with in seventy-two (72) hours to Project Manager for review.
- 7.4 Affirmative Action/Non-Discrimination
 - 7.4.1 If the amount of the Contract is over \$10,000, the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to the University entering into a contract. These documents will be in accordance with Chapter 60 of the rules and regulations, Office of Federal Contract Compliance, Equal Opportunity, U.S. Department of Labor.
- 7.5 Compliance Agreement
 - 7.5.1 If the amount of the contract is \$50,000 or more, the successful Bidder shall be required to execute the Affirmative Action Compliance agreement prior to the University entering into a contract.
- 7.6 Recording Contract
 - 7.6.1 The Contractor at his own expense, shall record the original executed Contract and the Performance and Labor and Material Bond with the Recorder of Mortgages, Orleans Parish, within five (5) working days of Contract signing. A NOTICE OF THIS RECORDING SHALL BE SENT TO THE PURCHASING OFFICE BEFORE PURCHASE ORDER AND NOTICE TO PROCEED ARE ISSUED.
 - 7.6.2 Recordation of certain Change Orders, see General Conditions <u>1.16 CHANGES TO</u> <u>THE WORK.</u>
- 7.7 Payments
 - 7.7.1 The Contract shall provide payment equal to not more than ninety per cent (90%) of the total contract amount upon completion of the work. The remaining ten per cent (10%) shall be paid forty-five (45) days after the acceptance of the work by the University, provided a clear lien certificate is provided by the Contractor.
 - 7.7.2 University standard forms for "Schedule of Values" and "Payment Request" will be provided to the Contractor at the Pre-Construction Conference. An original invoice must accompany the UNO pay request forms. <u>ONLY PAYMENT REQUESTS</u> <u>SUBMITTED ON THE UNIVERSITY FORM WILL BE PROCESSED FOR PAYMENT.</u> <u>ALL OTHERS WILL BE RETURNED FOR COMPLIANCE TO THIS REQUIREMENT</u>.
 - 7.7.3 When an engineer, designer, or architect is involved with the project, all pay requests must have his or her original signature on the original pay request forms **before** they are submitted to the University for processing.

- 7.7.4 No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the Director of the Department issuing these bidding documents, or his designee, such designation to be made in writing and signed by the Director. All work will be done during normal working hours unless the Director grants prior written approval, or the scope of Work requires that the work be done after hours.
- 7.8 Termination of Contract for Convenience
 - 7.8.1 The University may, at any time, terminate the Contract for the University's convenience and without cause. Upon receipt of written notice from the University of such termination for the University's convenience, the Contractor shall: cease operations as directed by the University in the notice; take actions necessary, or that the University may direct, for the protection and preservation of the Material, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
 - 7.8.2 In case of such termination for the University's convenience, Contractor shall be entitled to receive payment for Work executed along with reasonable overhead and profit.
 - 7.8.3 University shall not be responsible or otherwise liable for any demobilization costs or Incidental or consequential damages resulting from such termination.
- 7.9 Acceptance of the Work
 - 7.9.1 Upon substantial completion of the Work, the University shall execute a certificate that the whole work provided for in this agreement has been completed and approved under the terms and conditions thereof.

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

ARTICLE 8

COMPLETION TIME AND LIQUIDATED DAMAGES

- 8.1 Contract Time:
 - 8.1.1 The Bidder agrees to guarantee completion of the work within **Sixty Days (60)** calendar days starting from the Notice to Proceed, subject to extensions as may be granted or the Contractor will be subject to pay to the University liquidated damages in the amount stated on this document. The Bidder's attention is especially directed to the urgency of this work and that time is of the essence.
 - a. Extensions for weather conditions shall not be given unless weather conditions prevailing are deemed by the Architect to be abnormal.

8.2 Liquidated Damages

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

The Contractor will be assessed **Three Hundred Dollars (\$300.00)** for each consecutive calendar day during which the work remains incomplete beyond the Contract Completion date stated on the "Notice to Proceed" or as amended by Change order, Sundays and holidays included. This amount is agreed upon as the proper measure of liquidated damages which the University will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

ARTICLE 9

PRE-BID CONFERENCE

- 9.1 A Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the Pre-Bid Conference to be held in Main Arena at Lakefront Arena East Campus at 10:00 A.M. on AUGUST 19, 2024. The Pre-Bid Conference shall also provide opportunity for a review of the Bid Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.
- 9.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

ARTICLE 10

INSURANCE

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

ARTICLE 11

FEDERAL & STATE CLAUSES FOR CONTRACTS

- 11.1 Federal clauses, if applicable
 - 11.1.1 Anti-Kickback Clause: The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
 - 11.1.2 Clean Air Act: For contracts over \$150,000, the contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use

under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities.

- 11.1.3 Energy Policy and Conservation Act: The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 11.1.4 Clean Water Act: For contracts over \$150,000, the contractor herby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- 11.1.5 Anti-Lobbying and Debarment Act: The contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.
- 11.2 Prohibition of discriminatory boycotts of Israel in accordance with LAR.S. 39:1602.1 the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees: by submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: in preparing its response, the bidder or proposer 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 the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
- 11.3 Certification of no federal suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <u>https://www.sam.gov</u>.

11.4 In accordance with Louisiana law, all corporations (see LA R.S. 12:262.1) and limited liability companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over\$25,000.

*** INSURANCE ***

STANDARDIZED INSURANCE REQUIREMENTS FOR ALL AGENCY CONTRACTS

I. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

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

- II. All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:
- A. The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.
- B. The Agency shall be named as an additional insured as regards negligence by the contractor (ISO Form CG 20 10 current form approved for use in Louisiana).
- C. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.
- D. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor/Subcontractor.
- III. INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Agency in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

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

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

*** INSURANCE ***

- A. Workers' Compensation Statutory in compliance with the Compensation Law of the State. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures.
- B. Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and include the following coverages:
 - 1. Premises Operations;
 - 2. Broad Form Contractual Liability;
 - 3. Products and Completed Operations;
 - 4. Use of Contractors and Subcontractors;
 - 5. Personal Injury;
 - 6. Broad Form Property Damage;
 - 7. Explosion, Collapse and Underground (XCU) Coverage.

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

Type of	Projects under	Projects \$100,001	Projects over
Construction	<u>\$100,000</u>	<u>up to \$1,000,000</u>	<u>\$1,000,000</u>
New Buildings: Each Occurrence/ Minimum Limit Aggregate (Applicable to this	\$500,000	\$1,000,000	\$3,000,000
contract ONLY)	\$500,000	\$1,000,000	\$3,000,000
Renovations:	<u>The building(s) value</u>	for this project is: \$117	', <u>947,363</u>
Each Occurrence/ Minimum Limit Aggregate (Applicable to this	\$500,000**	\$1,000,000**	\$3,000,000**
contract ONLY)	\$500,000**	\$1,000,000**	\$3,000,000**

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

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

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

*** INSURANCE ***

- 1. Owned automobiles;
- 2. Hired automobiles;
- 3. Non-owned automobiles.
- D. An Umbrella Policy may be used to meet minimum requirements.
- IV. All property losses shall be made payable to and adjusted with the Agency.
- V. All policies of insurance shall be approved by the contracting Agency prior to the inception of any work.
- VI. Other insurance required is as follows:

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

	Projects under	Projects \$100,001	Projects over
	<u>\$100,000</u>	<u>up to \$1,000,000</u>	<u>\$1,000,000</u>
CSL – Each Occurrence:	\$500,000	\$1,000,000	\$3,000,000

VII. Property Insurance

The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (Extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The "All Risk" Builder's Risk insurance must also cover architect's and engineer's fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements

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

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

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

*** INSURANCE ***

The policy must include the interest of the Owner, Contractor, and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverage not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to the following procedure to establish coverage and/or the amount of loss:

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

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

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

*** INSURANCE ***

INFORMATION FOR BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR

- A. Neither the acceptance of the completed work or payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
 - 1. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
 - 2. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.
 - 3. All property losses shall be made payable to and adjusted with the Agency.
 - 4. All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.
 - 5. Other coverages may be required by the Agency based on specific needs. If such other coverages are required for this contract, those coverages will be described in the "Special Conditions" of the contract specifications.
 - 6. If at any time any of the foregoing policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall, upon notice to that effect from the Agency, promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The agency reserves the right to require complete, certified copies of all required insurance policies at any time.

SUBCONTRACTORS

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

CERTIFICATES OF INSURANCE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that

Insurance and Indemnification Page 5

*** INSURANCE ***

insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. <u>MINIMUM LIMITS OF INSURANCE</u>

Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)
- 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- 3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

*** INSURANCE ***

D. OTHER INSURANCE PROVISIONS

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

- 1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Workers' Compensation and Employers' Liability Coverage

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

3. All Coverages

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

E. <u>ACCEPTABILITY OF INSURERS</u>

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

F. VERIFICATION OF COVERAGE

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

*** INSURANCE AND INDEMNIFICATION ***

** EXHIBIT A **

INDEMNIFICATION AGREEMENT

The agrees to protect, defend, indemnify, save, and hold harmless the {Contractor/Subcontractor/Lessee/Supplier}
State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and
employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of
injury or death to any person or the damage, loss or destruction of any property which may occur or in any way
grow out of any act or omission of, its agents, servants, and
employees, or any and all costs, expenses and/or attorney fees incurred by
as a result of any claims, demands, and/or causes of action except { Contractor/Subcontractor/Lessee/Supplier}
those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State
Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.
agrees to investigate, handle, respond to, provide defense for and {Contractor/Subcontractor/Lessee/Supplier}
defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses
related thereto, even if they (claims, etc.) are groundless, false or fraudulent.
Accepted by
Company Name
Signature
Title
Date Accepted
Is Certificate of Insurance Attached?YesNo
Contract No for
State Agency Number and Name PURPOSE OF CONTRACT:

BID BOND

FOR

UNIVERSITY OF NEW ORLEANS PROJECT MAIN ARENA CEILING TILE REPLACEMENT LAKEFRONT ARENA EAST CAMPUS

(Date)

KNOW ALL MEN BY THESE PRESENTS:

That ______of

_____, as Principal, and

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

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY_____ BY____ AUTHORIZED OFFICER-OWNER-PARTNER AGENT OR ATTORNEY-IN-FACT (SEAL)

CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

This agreement made and entered into at New Orleans, Louisiana, this____ day of____, 200_, by and between The University of New Orleans, herein represented by Troy A. Bacino, Assistant Director of Purchasing, University of New Orleans, party of the first part and hereinafter sometimes called the

University; and	
	(Contractor)

herein represented by_____

(Name and title)

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

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

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

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

CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

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

MAIN ARENA CEILING TILE REPLACEMENT LAKEFRONT ARENA EAST CAMPUS

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

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

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

(figures)

is_____

(in words)

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

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

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

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

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

WITNESSES:

 (CONTRACTOR)
 BY:(TITLE)
THE UNIVERSITY OF NEW ORLEANS
 BY:
(TITLE)
 (SURETY)
(ATTORNEY-IN-FACT)

STATE OF LOUISIANA	
PARISH OF	

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

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

	(contractor)	
represented by	_, (title)	
who attests that he is empow documents.	ered and authorized to execute said	

FURTHER, ______, who being duly sworn, does depose and attest that:

(1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

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

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

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

NOTARY PUBLIC

Main Arena Ceiling Tile Replacement – Lakefront Arena, East Campus

QTB2843 SP5254

Name of Project

Project No.

STATE OF _____

PARISH OF

ATTESTATIONS AFFIDAVIT

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

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
 - (a) Public bribery (R.S. 14:118)(b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66) (d) Money laundering (R.S. 14:230)
- 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)
 (b) Identity Theft (R.S. 14:67.16)
 (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks
 - (R.S. 14:71)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

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.

Contract-Bond-Affidavit Page 5

SP5254

QTB2843 SP5254

Project No.

Name of Project

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

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFIANT

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

Notary Public

Contract-Bond-Affidavit Page 6

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:	<u>University of New Orleans – Main Campus</u>
	Purchasing Office
	Administration Annex, Room 1004G
	New Orleans, Louisiana 70148

BID FOR

Main Arena Ceiling Tile Replacement UNO Keifer Lakefront Arena, East Campus

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:

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

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

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

Dollars (2	\$
------------	----

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:

Not applicable	Dollars (\$)
Alternate No. 2 (Owner to provide description of altern	ate and state whether add or deduct) for the lump sum of:	
Not Applicable	Dollars (\$)
Alternate No. 3 (Owner to provide description of altern	ate and state whether add or deduct) for the lump sum of:	
Not Applicable	Dollars (\$)
NAME OF BIDDER:		
ADDRESS OF BIDDER:		
LOUISIANA CONTRACTOR'S LICENSE N	NUMBER:	
NAME OF AUTHORIZED SIGNATORY OF	F BIDDER:	
TITLE OF AUTHORIZED SIGNATORY OF	F BIDDER:	
SIGNATURE OF AUTHORIZED SIGNATO	DRY OF BIDDER **:	
DATE:		

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: Purchasing Department <u>University of New Orleans</u> <u>Admin Annex Building – Room 1004G</u> <u>New Orleans, LA 70148</u> **BID FOR:**

Bid # BTB 2843 SP 5254

Main Arena Ceiling Tile Replacement Lake Front Arena - East Campus

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

DESCRIPTION:	Base Bid or Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	Base Bid or Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	□ Base Bid or □ Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	Base Bid or Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	□ Base Bid or □ Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	Base Bid or Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	□ Base Bid or □ Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					
DESCRIPTION:	Base Bid or Alt.#								
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)					

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

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

UNIVERSITY OF NEW ORLEANS				TY OF NEW OR	LEANS		PAYMENT REQUEST #	Page <u>o</u> f Date:		
Project:						Contractor: Mailing Address:				
SF	SP# SB#					1				
CHANGE ORDER SUMMARY										
Change Order History ADDITIONS DEDUCTIONS					DEDUCTIONS		ORIGINAL CONTRACT SUM	\$		
INU	impe	er	Date				Net change by Change Orders	\$		
							CONTRACT SUM TO DATE	\$		
TOTALS							TOTAL COMPLETED & STORED TO DATE (See Schedule of Values)	\$		
		-		e by Change Orde			RETAINAGE%	\$		
		I CERTIFY THAT THE GOODS OR SERVICES REFERENCED ON THIS INVOICE HAVE BEEN RENDERED AND PAYMENT OF THESE CHARGES IS ACCEPTABLE					TOTAL EARNED LESS RETAINAGE	\$		
			AS INDICATED BELOW.				LESS PREVIOUS PAYMENTS/APPLICATIONS.	\$		
U N O	F S	DATE RECEIVED: DEPARTMENT CHAIRMAN/ AUTHORIZED REPRESENTATIVE:				PAYMENT DUE THIS REQUEST \$				
		A	APPROVED WITHOUT EXCEPTION				CONTRACTOR:	DATE:		
		A	APPROVED WITH EXCEPTION(S) AS NOTED							
O N L Y	PURCH			ATEOE		P P R O V	ARCHITECT:	DATE:		
	A S			CON		A L S	FS:	DATE:		

UNIVERSITY OF NEW ORLEANS						SCHEDULE OF VALUES: Pageof			
							Date:		
Project:						Contractor			
						Mailing Ad	dress:		
SP#		SB# PO#							
Α	В	С	D	E	F	G		Н	
ITEM	DESCRIPTION OF WORK	SCHEDULED		COMPLET		TOTAL			
NO.		VALUE	PREVIOUS			COMPLETED		BALANCE	
			APPLI	Work In	Stored	AND		то	RETAINAGE
				Place	Materials	STORED	%	FINISH	
						TO DATE			
	TOTALS								

SECTION 01000

GENERAL CONDITIONS

The general conditions of these Technical Specifications, including amendments and additions thereto, apply to each and every heading included in these Technical Specifications with the same force as though repeated in full under each heading respectively.

1.01 SCOPE

BASE BID:

Provide the materials, labor, equipment and supervision necessary for the completion of all work associated with the removal and replacement of ceiling tile at the Main Arena area of the UNO Lakefront Arena in accordance with this Project Manual dated 7/19/2024.

Opportunity for the site visit and inspection is provided under Article 8 of the "INSTRUCTIONS."

1.03 REVIEW OF QUOTING DOCUMENTS

The Contractor shall carefully study and compare the field conditions, Drawings and Technical Specifications and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

Maintain one (1) complete set of Quoting Documents and Change Orders at the site during the work.

1.04 PROJECT MEETINGS

If called by the University Representative, a Pre-Construction Conference between the Contractor, his on-site representative and the University Representative will be held in order to clarify and direct University policy and specific items of concern as pertain to the Contract. Present copies of the project Schedule of Values, List of Subcontractors and Construction Schedule to the University Representative. University standard forms for this information are available through the University Representative.

Progress meetings will be scheduled at the discretion of the University Representative depending on the progress of the work.

1.05 COORDINATION

Coordinate installation schedule with the University Representative so as not to interfere with the ongoing operation of the University. If for any reason, shut down of utilities is required on this project, it is imperative that the University Representative be consulted.

1.06 SUPERVISION

The Contractor shall provide consistent, capable supervision at all times during the work. Provide telephone service at the Project site. Service may be cellular or hard-wired, at the Contractor's option. Telephone service shall not be discontinued until after final acceptance of the project.

1.07 SUBSTITUTIONS

Substitutions to specified materials require approval of the University Representative prior to the opening of quotes (Article 3.3 of the "INSTRUCTIONS"). Substitutions not approved prior to

opening of quotes are subject to rejection and replacement with the specified materials.

1.08 SUBMITTALS

Submit all required shop drawings, brochures and samples for review by the University Representative prior to ordering and/or installing materials. Equipment or material ordered and/or installed without review by the University Representative is subject to rejection. Reproduction and edit of the Quoting Documents for use as shop drawings is not permitted.

<u>Shop Drawings</u>: Submit one (1) electronic copy. The electronic copy will be returned with mark ups.

Brochures, Cut Sheets, and Technical Data: Submit one (1) electronic copy. The electronic copy will be returned with mark ups.

<u>Samples</u>: Submit one (1) each to be retained by the University and any additional if these need to be returned.

1.09 QUALITY ASSURANCE

Use new materials of quality acceptable to the University Representative and meeting all applicable regulations as pertain to this project. Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality.

The University expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades. Correct, at no expense to the University, any work performed which, in the opinion of the University Representative, is found unacceptable or not according to code.

1.10 TRAFFIC CONTROL

Coordinate the schedule of delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic.

It is the policy of the University of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to ensure that their staff is made aware of this commitment. When parking on the campus of this University, it shall be the responsibility of the contractor, vendor or servicing agency to ensure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor, shall assume the responsibility for the safe transit of all disabled persons.

Park only in authorized areas; comply with all traffic and parking regulations of the University. The University will furnish the Contractor, at no charge, permits for all vehicles which will be parked in the designated parking areas.

1.11 PROJECT CONDITIONS

- A. Conduct building demolition so University's operations will not be disrupted.
- 1. Provide not less than 48 hours' notice to the University Representative of activities that will affect University's operations.

- 2. Maintain access to existing exits and other adjacent occupied or used facilities.
 - a. Do not close exits or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the University Representative. Hazardous materials will be removed by University under a separate contract.
- C. Storage or sale of removed items or materials on-site is not permitted.

1.12 PROTECTION

Protect adjacent buildings and building elements from damage during the work. Protect the site, including trees, shrubs, vegetation and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

Store construction materials with care; distribute the weight to not endanger the building structure.

Contractor shall verify the exact locations of underground utilities. Damage to existing utilities shall be immediately repaired by the Contractor at his own expense to restore the interrupted service. Work at night and/or on weekends if deemed necessary by the University Representative. Restoration may involve repair and/or replacement of damaged section with new, without credit for condition or useable life of the damaged utility.

1.13 ROUGH-IN INSPECTION

At the completion of the rough-in work, before any closing of wall, ceiling, or floor; schedule a rough-in inspection for the University Representative's approval. Give the University Representative a 48-hour notice.

1.14 CLEANUP

Daily, as it accumulates, remove from the work site, all rubbish, debris and unsalvageable material resulting from the work. Do not permit trash to accumulate. Do not use individual building dumpsters for trash disposal.

1.15 SAFETY

Provide sufficient continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use.

Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site.

Provide fire protection equipment during the construction period, including not less that two (2) ten (10) pound capacity multi-purpose A-B-C dry chemical extinguishers (10A:40BC).

If indicated on the Drawings, provide a temporary fence to isolate the construction site and restrict unauthorized entry. Use chain link fence material, 6'-0 minimum height, on steel or wood posts spaced a 6'-0 maximum and embedded 2'-6 minimum below existing grade; include personnel

and/or equipment access gates. Coordinate fence installation with underground utilities - see 1.11; before installation, confirm fence location and layout with the University Representative.

1.16 WARRANTY

Warranty all workmanship and material for a period of one year from date of acceptance or per warranty required per individual specifications. Provide copies of all warranties to University at close of project. During this period, the University will notify the Contractor of any discrepancy for prompt correction at no expense to the University.

At the discretion and initiation of the University Representative, a one-year warranty review meeting with the Contractor will be held to review warranty items which remain incomplete.

1.17 CHANGES TO THE WORK

When required, changes to the work will be documented and the contract price adjusted by written change order issued by the University to the Contractor. Time extensions will be handled by change order.

Itemize material and labor costs. Include quantities and unit costs. Submit a separate breakdown for each Subcontractor. Document all cost. All changes shall use the State's Facility Planning & Control Change Order Forms

Compute overhead and profit as follows:

- 1. When all of the work is General Contractor work: 8% of the cost the work.
- 2. When the work is all Subcontract work: 8% of the cost of the work for Subcontractor's overhead and profit plus 5% of the cost of the work for General Contractor's overhead and profit.
- 3. When the work is a combination of General Contractor work and Subcontract work: 8% of the cost of the subcontract work for Subcontractor's overhead and profit plus 5% of the cost of the Subcontractor's work for General Contractor's overhead and profit plus 5% of the cost of general contract work for General Contractor's overhead and profit.

Cost of the work: all costs necessarily incurred in performance of the work and paid by the contractor.

This includes:

- 1. Wages paid.
- 2. Cost of all materials and supplies.
- 3. Rental of necessary machinery and equipment.
- 4. Applicable taxes, insurance, fringe benefits, unemployment compensation, social security, old age and bond premiums.
- 5. Any other documented costs.

1.18 ACCEPTANCE

When, in the mutual opinions of the Contractor and the University Representative, the work is judged substantially complete, a meeting at the site will be held to inspect the work and to identify and list those items which are incomplete and/or not in compliance with the Quoting Documents, Contract and all Change Orders. Consultants to the University may be in attendance at the meeting as well the subcontractors invited by the Contractor. The list developed forms the "Punch List" for the project.

A value equal to the material, labor, equipment and supervision cost incidental to the completion and/or correction of each item on the Punch List will be assessed by the University Representative and Consultants. The total value of all items on the Punch List is designated "Special Retainage" and will be withheld from the Contractor's final payment until <u>all</u> items on the Punch List have been completed and/or corrected.

The project will be accepted at the discretion of the University Representative based on the extent of the Punch List. The Acceptance Certificate will be subsequently issued to the Contractor by the University.

Unless otherwise required by the University Representative and agreed to by the Contractor, all punch list items will be corrected and/or completed within thirty (30) calendar days of the acceptance date.

1.19 TEMPORARY UTILITIES

The Contractor may use reasonable amounts of the utility services available to the site at no charge from the University. The University will not provide utility service beyond that existing. Coordinate tie-in and disconnect to the existing utilities with the University Representative.

Locate temporary facilities so as not to interfere with the University's use of the Project site and/or surrounding areas. Relocate non-complying facilities at no expense to the University.

1.20 AS-BUILT DOCUMENTS

Maintain one set of Quoting Documents and Change Orders on the job site for recording changes to the work and as-built conditions as they occur. Upon completion of the work (at the acceptance inspection) present the record set to the University Representative. Provide an electronic copy in pdf format also to the University Representative.

1.21 CLOSE OUT DOCUMENTS

Contractor shall provide all close-out documents to owner at Substantial Completion including list of all subcontractors and manufacturers, labor and material warranties, as-builts, keys, tools, attic stock material, and owner & maintenance manuals for each specification section and/or material/equipment. Provide one hard copy and electronic copy of each to University representative.

1.22 TEMPORARY SANITARY FACILITIES

Existing facilities in the building may be used by construction personnel during work on this project.

1.23 MISCELLANEOUS

Only the General Contractor may erect a job sign: 24" by 36" maximum at a location approved by the University Representative before installation.

END

SECTION 02221

BUILDING DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes demolition and removal of the following:
- 1. Selective Demolition: To allow for installation of new work as indicated on drawings.

1.02 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of the ones not to be reinstalled away from University Property unless indicated to be removed and salvaged or recycled. Items to be reinstalled shall be properly stored in a safe and dust free area.

1.03 SUBMITTALS

A. Schedule of Building Demolition Activities: Indicate detailed sequence of demolition and removal work.

1.04 PROJECT CONDITIONS

- A. Conduct building demolition so University's operations will not be disrupted.
- 1. Provide not less than 48 hours' notice to the University Representative of activities that will affect University's operations.
- 2. Maintain access to existing exits and other adjacent occupied or used facilities.
 - a. Do not close exits or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the University Representative. Hazardous materials will be removed by University under a separate contract.
- C. Storage or sale of removed items or materials on-site is not permitted.

1.05 COORDINATION

A. Arrange demolition schedule so as not to interfere with University's on-site operations.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
- B. If required request and review Project Record Documents of existing construction provided by the University. The University does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to the University Representative.

3.02 PREPARATION

- A. Protection of all existing exposed and finished surfaces is mandatory during the process of demolition.
- B. Removed and Salvaged Items: Comply with the following:
- 1. University Representative shall indicate items to be salvaged.
- 2. Clean salvaged items of dirt and demolition debris.
- 3. Store items in secure area until delivery to University.

3.03 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by building demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

END OF SECTION 02221

SECTION 09510

ACOUSTICAL CEILING TILES AND INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

Provide the materials, labor, equipment and supervision necessary and reasonably incidental to complete the removal and replacement of the acoustical ceiling tile and insulation as required in the contract documents.

1.2 WARRANTY

A. Warrant material for 30 year from date of installation against sagging, warping, shrinking or delamination of finished surfaces.

1.3 REFERENCES

- A. ASTM C635 Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. UL Underwriter's Laboratories System Ratings.

1.4 QUALITY ASSURANCE

- A. Comply with the manufacturers' written installation instructions and accepted industry practice.
- B. <u>Manufacturer</u>: Company specializing in manufacture of ceiling suspension systems and ceiling panels with five (5) years minimum experience.
- C. Coordinate the layout and installation of suspended grid components and ceiling panels with other work supported by or penetrating through ceilings, including light fixtures, HVAC equipment, fire-suppression system components and partition systems, etc.
- D. <u>Installer</u>: Company approved by manufacturer with a minimum of five (5) years experience.

1.5 SUBMITTAL

- A. Submit product data
- B. Submit two samples, illustrating material and finish of acoustic units
- C. Submit manufacturer's installation instructions.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not begin installation of ceiling panels until suitable mechanical ventilation is supported to maintain condition ranges of 60 degrees F to 85 degrees F at not more than 70 degrees R.H.

1. These conditions must be continuously maintained at least one week prior to installation of ceiling panels, during installation, and after installation of panels up to date of Substantial Completion.

1.7 DELIVERY, HANDLING, STORAGE

- A. Do not deliver ceiling panels to job-site until temperature conditions specified under "Environmental Requirements" of this Section are complied with.
- B. Products shall be delivered to job-site in original unopened packages bearing manufacturer's labels.
- C. Store ceiling panels in the environmental conditions required under "Environmental Requirements" of this Section.

1.8 EXTRA STOCK

A. Provide 10 percent extra quantity of ceiling panels for each type. Offer University any unbroken tile.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Materials and Equipment to be provided shall be the standard cataloged products of manufacturers regularly engaged in manufacture of the products.

Certain items in this Specification are listed by manufacturer and/or manufacturer's model number to establish general style, type, character and quality of the product desired. Similar items manufactured by other than those listed will be considered, providing submittals are made according to "Pre-Bid" approval requirements of "Instructions to Bidders" Article 3.3.

Where no manufacturer or model number are given, any product meeting performance or design criteria, or referenced trade associations standards may be used and "Pre-Bid" approval is not required.

2.2 MATERIALS

A. Acoustical Panel Standard: Comply with ASTM E 1264.

2.3 ACOUSTICAL PANELS

- A. Match existing tile characteristics and color
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - A. Basis of Design: Armstrong World Industries, Inc: Armstrong 1728A Fine Fissured Square Lay-in

- a. Edge: Square Lay-In 15/16"
- b. Dimensions: 24" x 24"
- c. Thickness: 5/8"
- d. Shape: Rectangle
- e. Acoustics:
 - NRC: 0.55
 - CAC: 33
- f. Fire Performance: Class A (UL)
- g. Light Reflectance: 82%
- h. Face Profile: 15/16"
- i. Color: White
- j. Surface: Factory applied latex paint

B. APPROVED MANUFACTURERS:

- a. Armstrong World Industries, Inc: Armstrong 1728A Fine Fissured Square Lay-in
- b. USG Radar Acoustical Panels 2210;
- c. or approved equal

PART 3 - EXECUTION

- 3.1 PREPARATION
 - A. Layout: Comply with existing grid layout

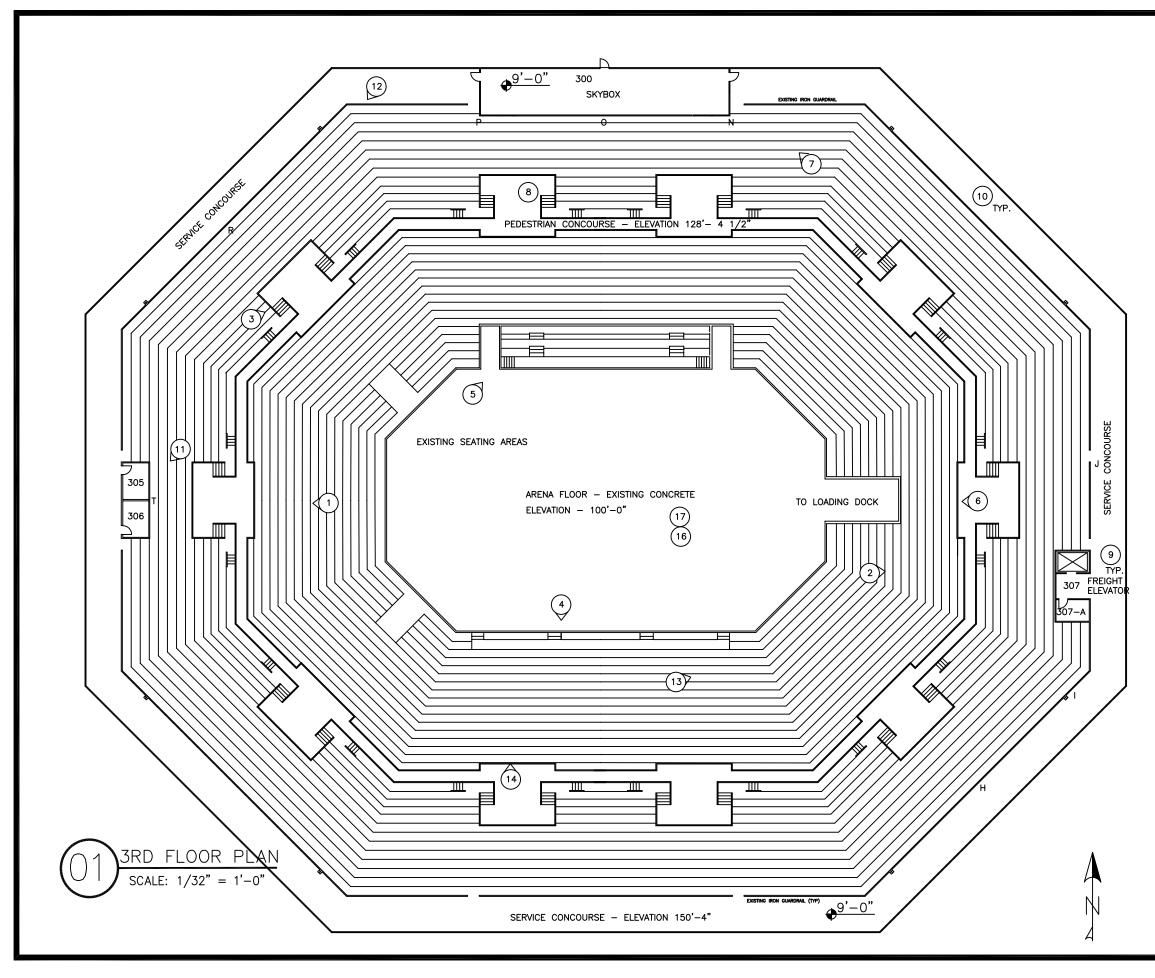
3.2 INSTALLATION

- A. Comply with ASTM C 636, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Utilize existing retention clips to secure new ceiling tiles.
- C. Contractor to notify Owner of any rusted, dented, bent, or kinked grid, moldings, clips or trim, prior to installation.
- C. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
- D. Acoustic ceiling panels should be level and free from twist, warps and dents.
- E. Coordinate the installation around existing equipment and fixtures.

D. <u>CLEAN-UP AND PROTECTION</u>:

- 1. Clean surfaces of acoustic units and exposed suspension, systems, complying with manufacturer's instruction. Remove and replace units and members which are damaged or cannot be cleaned.
 - 2. Protect the completed installation of acoustic ceiling from damage or deterioration until acceptance of the work.
 - 3. Other Work: Touch-up, repair, or remove and replace as necessary, other items damaged due to acoustical ceiling work.

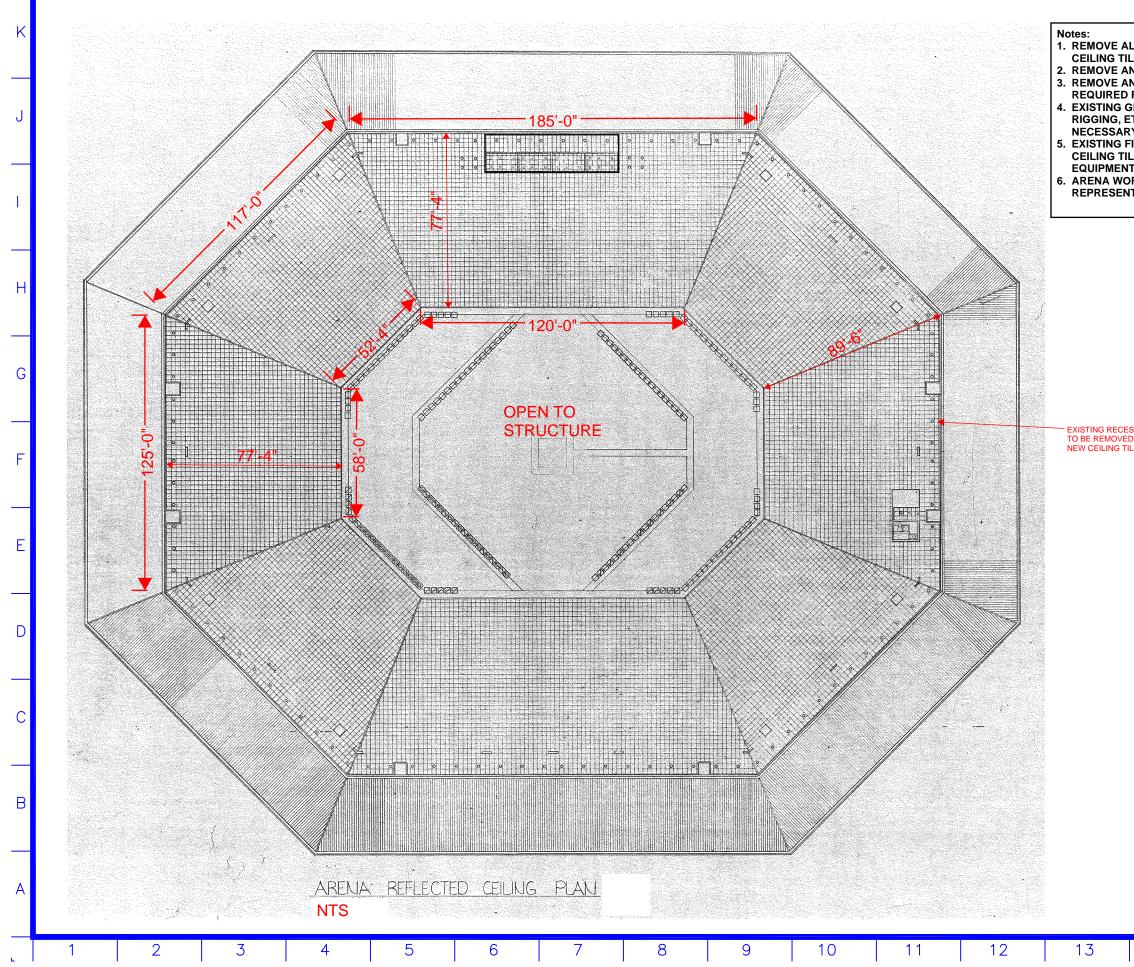
END OF SECTION 09510



GENERAL NOTES

- ALL WORK SHALL COMPLY WITH ALL LAWS, RULES, REGULATIONS, ORDINANCES AND CODES OF THE CITY OF NEW ORLEANS. THE STATE OF LOUISIANA AND THE FEDERAL GOVERNMENT.
- FEDERAL GOVERNMENT. 2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXTENT, NATURE, AND SCOPE OF WORK DESCRIBED IN THESE DOCUMENTS & SHALL COORDINATE WITH THE UNIVERSITY'S REPRESENTATIVE WORK SHOWN & DESCRIBED IN THESE DOCUMENTS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALSION AND QUALITY CONTROL ROCESSARY TO EXECUTE ALL WORK AS SHOWN ON THESE DRAWINGS EXCEPT WHERE SPECIFICALLY NOTED AS NOT IN CONTRACT (NIC) HE SHALL BE RESPONSIBLE FOR COORDINATING INS WORK WITH THAT OF ALL TRADE INCLUDING THOSE OPERATING UNDER SEPARATE CONTRACTS WITH THE UNIVERSITY (IF ANY) ALL WORK SHALL BE ST PRACTICES OF THE BEST TRADES INVOLVED. 3. CONTROL OR WITH THE BEST PRACTICES OF THE BEST TRADES INVOLVED.
- 3. CONTRACTOR SHALL VISIT SITE AND EXAMINE ALL EXISTING CONDITIONS PRIOR TO SUBMITTING PROPOSAL HE SHALL FAMILLARZE HIMSELF COMPLETELY WITH THE DIFFICULTIES AND RESTRICTIONS AFFECTING THE EXECUTION OF THE CONTRACT.
- A ALL PROUTS, MATERIALS, AND EQUIPMENT SHALL BE INSTALLED IN STRUCT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND SPECIFICATIONS. IN COMPLIANCE WITH ALL APPLICABLE CODES, AND WITHIN THE HIGHEST ACCEPTED COMMERCIAL TRADE STANDARDS BY SKILLED EXPERIENCED, TRAINED AND COMPETENT CRAFTSMEN. USE ONLY NEW MATERIALS. MATERIALS SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE DESIGNED/INTENDED.
- DESIGNED INTERDED. 5. ALL ASPECTS OF JOB SITE SAFETY ARE COMPLETELY THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL HAVE CONTROL OR CHARGE OF AND WILL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. CONTRACTOR SHALL PERFORM ALL WORK IN A SAFE AND ORDERLY MANNER AVOIDING HAZARDOUS CONDITIONS. PROVIDE ALL WORK IN A SAFE AND ORDERLY MANNER AVOIDING HAZARDOUS CONDITIONS. PROVIDE ALL NECESSARY TEMPORARY SHORING, BRACING, BARCIADES AND PROFETIVE BARRIERS AS REQUIRED TO INSURE SAFE EXECUTION OF DEMOLITION AND CONSTRUCTION.
- 6. WORK AREA SHALL BE KEPT NEAT, CLEAN, AND SAFE AT ALL TIMES BY CONTRACTOR. TRASH, OR DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE AND THE SITE PREMISES SHALL BE KEPT CLEAN, ORDERLY, AND SAFE AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE TRASH CONTAINERS AND TRASH REMOVAL FROM THE CAMPUS.
- 7. PORTABLE HAND HELD FIRE EXTINGUISHERS ARE TO BE FURNISHED BY CONTRACTOR ALL FIRE EXTINGUISHERS SHALL BE UL LISTED/ LABELED AND FM APPROVED.
- ALL FIRE EXTINGUISHERS SHALL BE ULLISTED/ LABELED AND FM APPROVED. 8. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE DRAWINGS AND NOTES AND SECURE FROM THE OWNER ANY ADDITIONAL INFORMATION, IF NECESSARY, THAT MAY BE REQUIRED FOR A COMPLETE, CLEAR AND FULL UNDERSTANDING OF THE WORK. TO ESTABLISH THE COMPLETE, CLEAR AND FULL UNDERSTANDING OF THE WORK. TO ESTABLISH THE COMPLETE, SCHOPE OF WORK AND TO ACHIEVE CLOSE COORDINATION BETWEEN ALL TRADES. EACH TRADE SHALL COMPLETELY REVIEW ALL DRAWINGS, AND THE ENTIRE PROJECT MANUAL, NOT ONLY THE DRAWINGS FOR HIS RESPECTIVE TRADE, BUT ALSO FOR THE WORK OF ALL OTHER TRADES AS WELL NO TRADE SHALL PROCEED WITH THE ORDERING OR INSTALLATION OF ANY MATERIALS AND/OR EQUIPMENT WITHOUT FIRST COORDINATING WITH ALL OTHER TRADES. CONTRACTOR SHALL COORDINATE SUBCONTRACTORS WORK REQUIREMENTS TO INSURE THAT WORK CAN PROCEED CONTINUOSLY AND EXPEDITIOUSLY AND WILL PROVIDE THE BEST RESULTS FOR THE COMPLETED WORK.
- PROVIDE THE BEST RESULTS FOR THE COMPLETED WORK. 9. PERFORM ALL DEMOLITION AS SPECIFICALLY INDUCATED AND OTHERWISE REQUIRED TO ACHIEVE THE RESULTS INDICATED ON DRAWINGS. THE WORK INCLUDES THE REMOVAL OF ALL DESTACLES TO THE NEW WORK INCLUDED IN THE PROJECT: REMOVE ALL EXISTING ELECTRICAL AND MECHANICAL COMPONENTS TO PERFORM THE WORK OF THIS PROJECT. DEMOLITION INDICATED ON THE DRAWINGS IS FOR THE PURPOSE OF CLARIFYING CONDITIONS IN GENERAL AND MOST INTENDED TO PORTRAY THE FULL SCOPE OF DEMOLITION WORK. LIMIT DEMOLITION REMOVAL TO THE AREAS AND EXTENT NECESSARY TO ACCOMPLESH FINISH RESULTS INTENDED. ANY DEMOLITION BEYTOND THAT REQUIRED SHALL BE REPLACED TO MATCH EXISTING. REMOVE ALL MATERIAL NOT INDICATED TO BE RE-USED OR TURNED OVER TO THE UNIVERSITY SHALL BE REMOVED PROMPTLY FROM THE SITE BY CONTRACTOR.
- 10. ALL WORK WILL BE SUBJECT TO THE REVIEW, INSPECTION, AND ACCEPTANCE OF THE UNIVERSITY'S REPRESENTATIVE.
- 11. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS

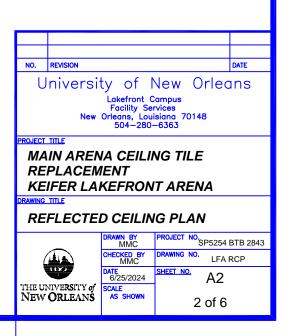
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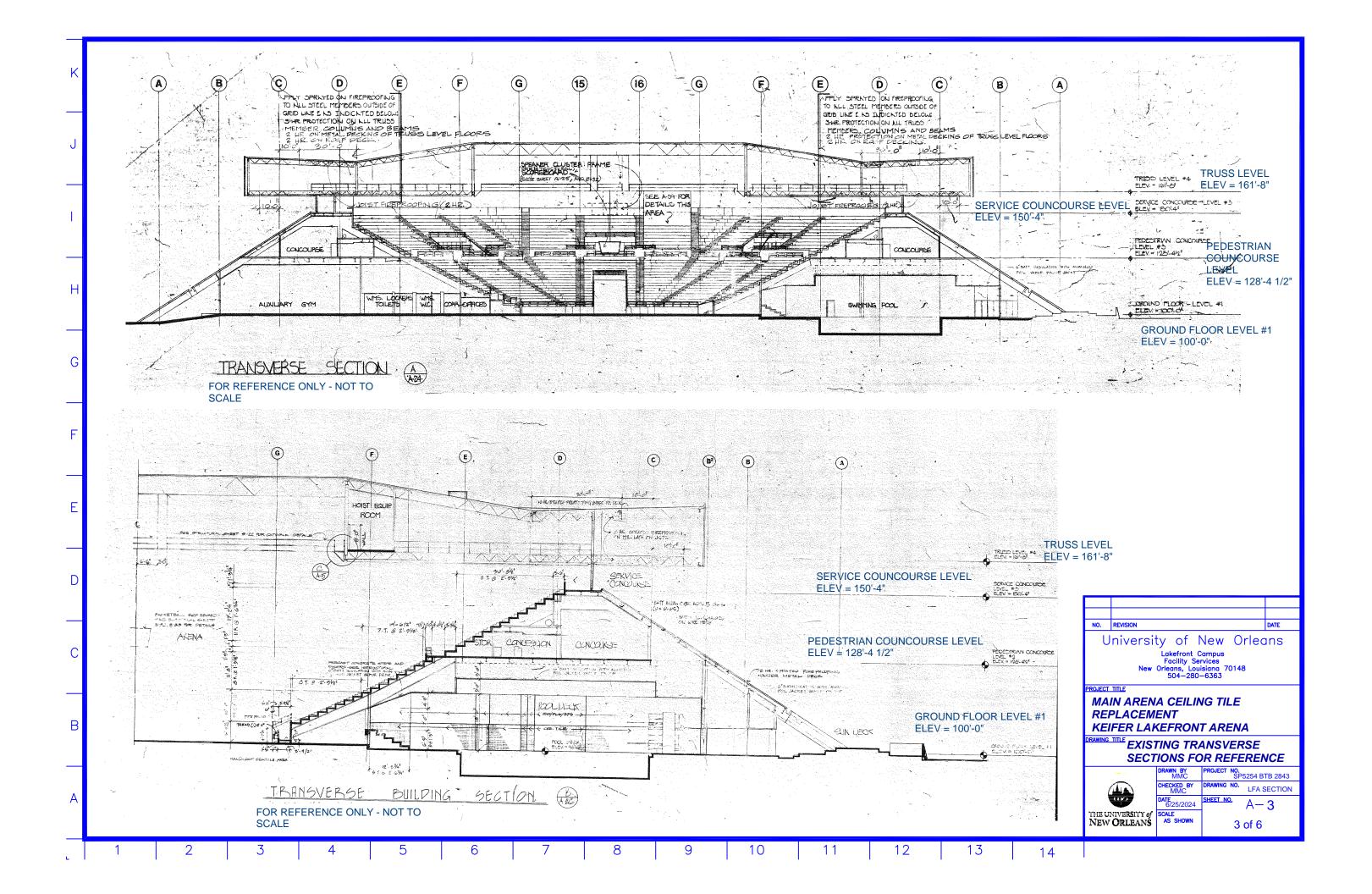


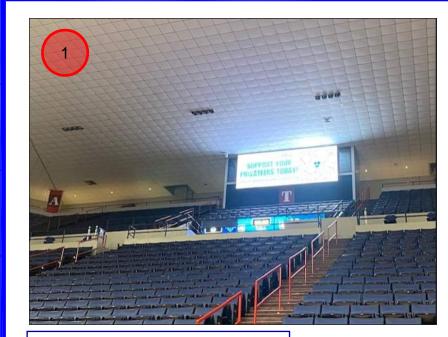
1. REMOVE ALL EXISTING CEILING TILES AND REPLACE WITH NEW 2X2 CEILING TILES IN EXISTING GRID PER SPECIFICATIONS. 2. REMOVE AND REUSE EXISTING CEILING CLIPS AS NECESSARY. 3. REMOVE AND RESET EXISTING RECESSED LIGHT FIXTURES AS REQUIRED FOR NEW CEILING TILE REPLACEMENT.
EXISTING GRILLES, SPRINKLER HEADS, LIGHT FIXTURES, CAMERAS, RIGGING, ETC. ARE TO REMAIN. CEILING TILE SHALL BE PREPPED AS NECESSARY FOR THESE EXISTING DEVICES.

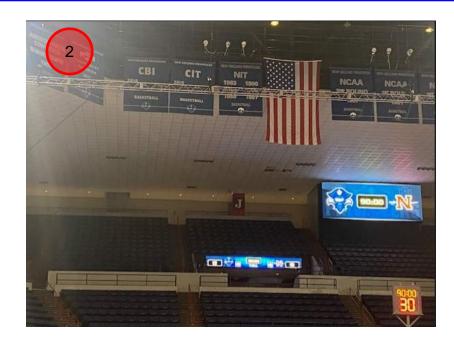
. EXISTING FIREPROOFING AND MISC. DEBRIS EXISTS ABOVE EXISTING CEILING TILE (SEE PICS ON SHEET P3). PROTECT EXISTING SEATING, EQUIPMENT, ETC. FROM CEILING DEBRIS AND DAMAGE DURING WORK. 6. ARENA WORK HOURS ARE FROM 8 TO 4:30, COORDINATE WITH UNO **REPRESENTATIVE FOR WORK OUTSIDE OF THESE HOURS.**

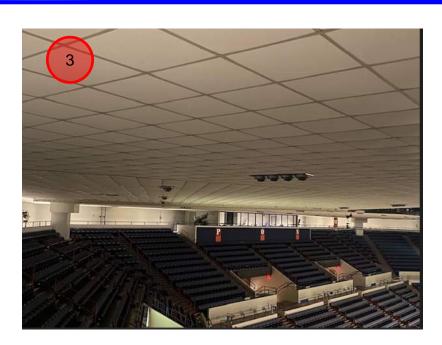
EXISTING RECESSED LIGHT FIXTURES TO BE REMOVED AND REINSTALLED IN NEW CEILING TILE, TYP.











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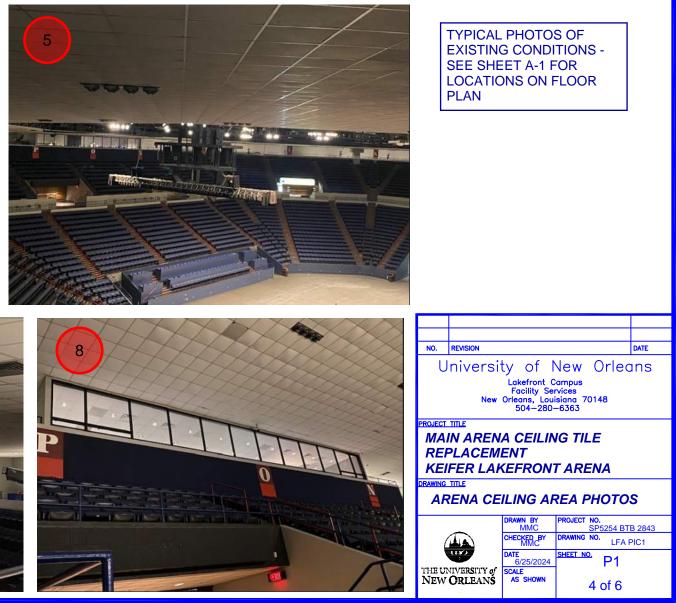
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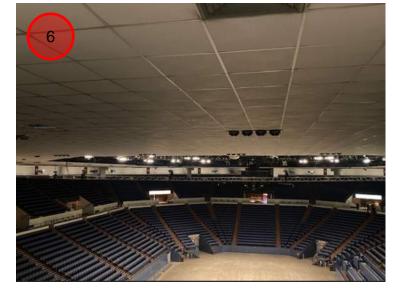
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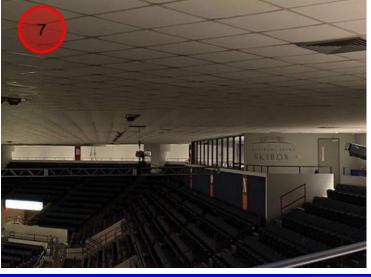




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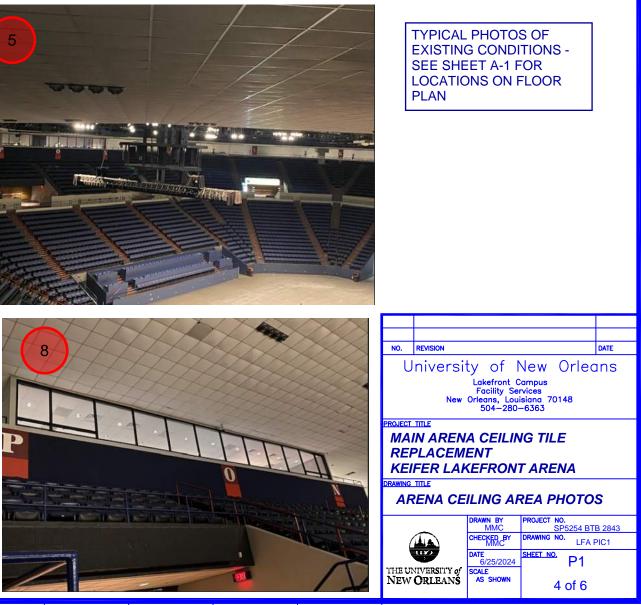
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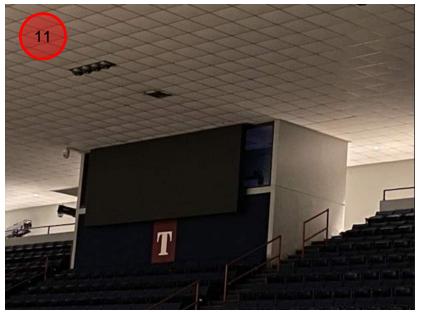
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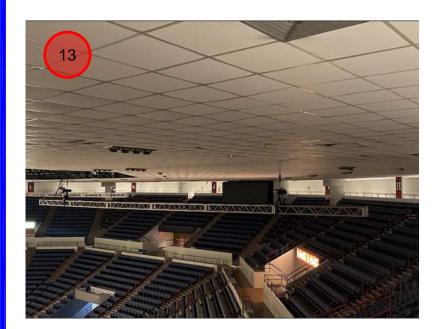
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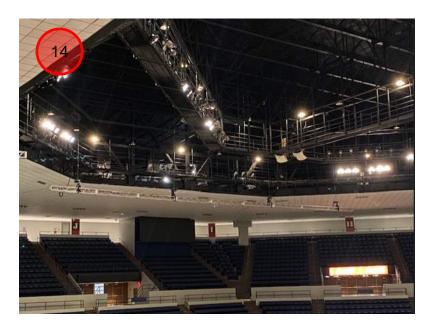
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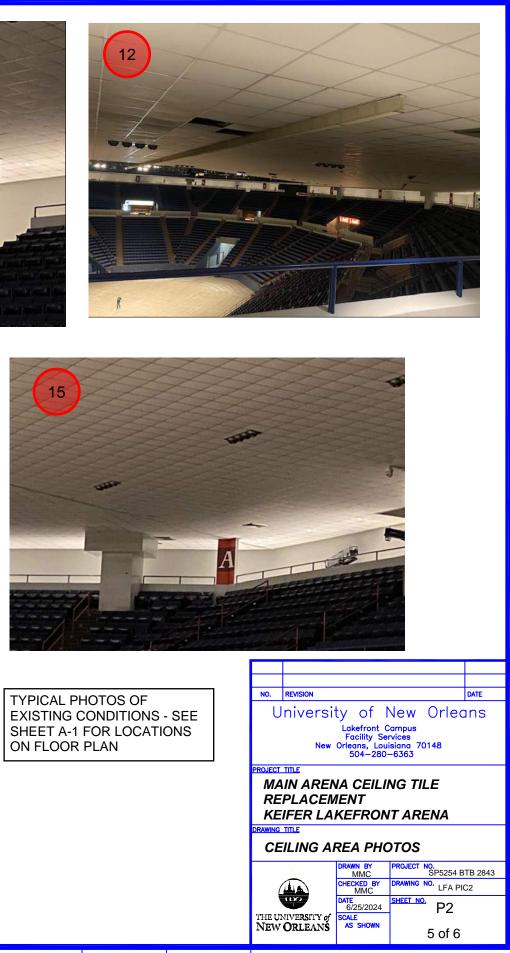
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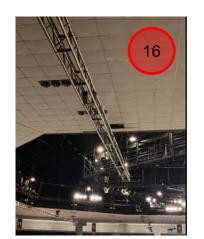


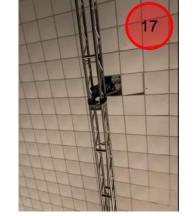












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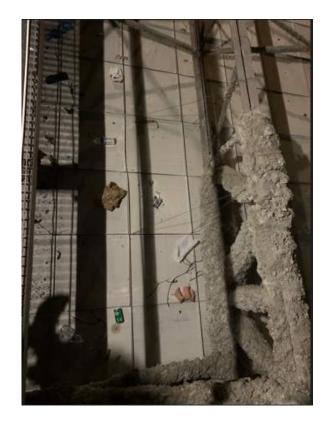
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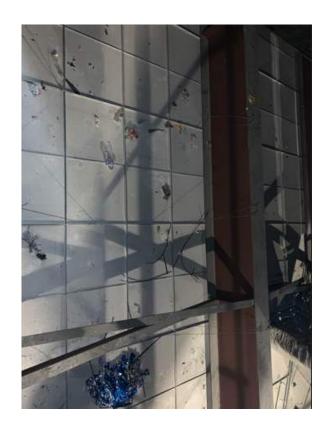
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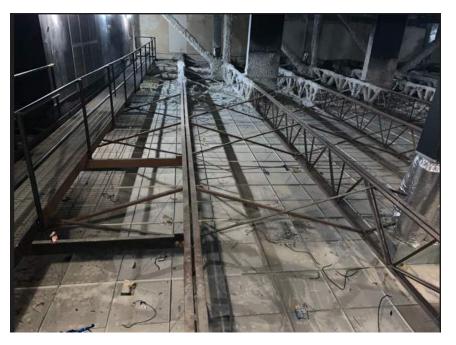
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ABOVE CEILING TILE PICS - TYPICAL THROUHOUT MAIN ARENA AS VISIBLE FROM CATWALK





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NOTES 1. FIREPROOFING DEBRIS EXIST ABOVE CEILING TILES, 2. MISC. DEBRIS IS ABOVE CEILING TILE, TAKE CARE UPON REMOVAL.

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