



ADDENDUM NO. 1

To the Bid Documents For:

Mechanical Replacement @ Eleanor McMain School

Project #ITB25-FAC-0023

5712 S Clairborne Ave

New Orleans, LA 70125

The following list of revisions and/or enclosures alters and modifies the above referenced plans and specifications issued for construction 10/29/2025.

The provisions of all the Contract Documents are hereby made a part of this revision to the plans and specifications.

ENCLOSURES:

Item	Issue Date	Description
Pre-Bid Meeting Minutes	12/04/25	Pre-bid Meeting Minutes
Pre-Bid Sign In Sheet	12/04/25	Pre-bid Sign in Sheet
M001 - Mechanical Schedules	12/04/25	Full sized revised Sheet
M102 – Mechanical Plan – Level 2	12/04/25	Full sized revised Sheet
Prior Approval Request – 001	12/04/25	Prior Approval Request - Air Cooled Scroll Water Chillers
Specifications – Table of Contents	12/04/25	Revised Table of Contents
Specifications - Bid Form	12/04/25	Revised Bid Form
Specifications – A101-2017	12/04/25	New section: DRAFT Standard Form of Agreement Between Owner and Contractor
Specifications – A101-2017 Exhibit A	12/04/25	New section: DRAFT Exhibit A
Post Bid Documents	12/04/25	Post-Bid Documents

END OF ADDENDUM

Pre-Bid Meeting

Meeting Date: 12/02/2025

Meeting Time: 10amCT

Location: Project Site - McMain School - 5712 S Claiborne Ave

MEETING MINUTES

- Introductions
 - Elizabeth Chen, Concordia, Architect
 - Clarence Eugene, Manning/OPSB, Design Phase Project Manager
 - Kim Finney, Atlas/OPSB, Program Manager
 - Angela Zarders, OPSB Procurement
 - Cyril Duplesses, Manning/OPSB, Construction Phase Project Manager
 - Zach Carmello, WDG Engineers, Mechanical Engineer
- Review of project scope and alternates
 - Base Bid:
 - Replacement of 3 mini-split systems on 2nd level courtyard
 - Replacement of 2 5-ton units on 2nd level courtyard
 - Replacement of Arctic Cool Chiller serving gymnasium
 - Reinstallation of existing JCI-BAS system and components to integrate with new Chiller (CH-1)
 - Alternate 1:
 - Provide new controls for the 21 Fan Coil Units serving the hallways (12 units on the 3rd floor and 9 units on the 2nd floor)
 - Add discharge air temperature sensors and fan status sensors to the 69 Fan Coil Units serving the classrooms
 - Provide controls for the 3 Outside Air Units (approximately 1 per floor).
 - Alternate 2:
 - Remove the JCI-BAS system that serves the gym and new Chiller (CH-1). Gym components previously connected to the JCI-BAS system are to be transferred to the existing Alerton BAS system that serves the rest of the school per Specifications Section 230900. Components include:
 - 2 AHUs
 - 12 VAV Boxes
 - 1 Chilled water system
 - 1 Hot water system
 - 7 Gym Exhaust fans
 - Gym lighting system
 - 3 Gym mini-splits
 - Coordinate with owner for required action, whether to return, salvage, or dispose of the existing JCI-BAS components.
- Review of Schedule
 - Bid Opening Date: Sealed bids will be received for the Orleans Parish School Board (OPSB) by the Procurement Department, Room 5055, 2401 Westbend Parkway, New Orleans, Louisiana 70114, until **2:00 PM CST on Thursday December 11, 2025.**
 - Project construction duration
 - 120 day construction duration
 - Includes shipping of chiller. OPSB will consider 2 NTPs: one for procurement and one for construction start

- Project construction start
 - Construction will be during the summer for minimal disruption to school operations
- Post Bid Documents
 - Post Bid Documents are already available in the Specifications front ends but are discussed here and provided as part of this addendum to note their requirements.
 - Bidders are required to follow instructions in post bid documents
 - Bidders need to complete all of the post bid documents
 - Post Bid documents are in the Project Manual and will be part of Addendum No. 1
 - Post Bid docs cannot be emailed. They must be submitted physically.
 - OPSB is not responsible for mail delivery errors.
 - For DBE, bidders are required to show good faith efforts
 - Bidders are required to sign, notarize post bid documents
- Close out Documents
 - Bidders shall take in consideration the close out documents while submitting bids
 - GCs have experienced delays during substantial completions with pay apps and other paperwork. Bidders to take this into consideration while bidding.
- Site protocol:
 - GC to check in with inspector every day on site.
- Site walkthrough

QUESTIONS

- Question: Could you please get me the value of this project for our bonding surety?
 - Answer: Bid documents included a preliminary cost estimate for the project.
- Question: Can you let us know if the pre-bid for this project will be mandatory or non-mandatory?
 - Answer: Prebid is not mandatory but bidders are required to sign documentation that they are familiar with the site.
- Question: Can you let me know if they would accept a Building Construction license or is it only for the Mechanical Work license?
 - Answer: Please see Section 3.2 of Instruction to Bid in the Project Manual for requirements for Bidders.
- Question: We also noticed that the Project Numbers referenced within the specifications differ from what is listed on the bid form for this project. Can you please clarify is the Project Number is ITB25-FAC-0023 or ITB25-FAC-0025?
 - Project number is ITB25-FAC-0023 and will be corrected in the documents as part of Addendum #01
- Question: We noticed that the AIA "Agreement Between Owner and the Contractor" mentioned is missing from within the specifications provided on the Mechanical Replacements @ Eleanor McMain School
 - Please see Addendum 1 for A101-2017 and Exhibit A
- Question: When is work expected to be completed?
 - This will be a Summer project. All work shall be completed before the start of the 2026 school year.
- Question: Who provides controls for Building?
 - Synergy
- Question: Who is the Fire Alarm provider?
 - Fire Quest
- Question: Is there an elevator for GC use?

- The elevator in the main building is small and old. It has limited capacity. It may fit a 5-ton unit. Otherwise, equipment should be brought in place using the layout and crane mobilization area shown during the PreBid between column lines C.5/11 and B.8/13
- Question: Are the line sets to be replaced?
 - GC to conduct a pressure test to see if the existing line sets can be reused.
- Question: There are unit prices listed for curbs and roof. Where is this scope of work?
 - Curbs and roof patching are limited to areas where there is damage due to construction of this project's scope of work. No additional curb or roof repair is required as part of this scope of work.
- Question: The voltage for the Chiller (CH-1) listed in the schedule is not correct.
 - Voltage will be addressed in Addendum #01



Pre-Bid Meeting

Meeting Date: 12/02/2025

Meeting Time: 10amCT

Location: Project Site - McMain School - 5712 S Claiborne Ave

SIGN IN SHEET

NAME	ROLE, ORGANIZATION	Phone	Email
Gary LeRang FLOYD	Blanchard mech	985-748-5153	estimating@bmc-team.net
MARONCE	OAK TREE ELECTRIC	504-275-9744	fmaronce@OAKTREEELECTRIC.COM
Mitchell Lulich	INDUSTRIAL & MECHANICAL CONTRACTORS INC) (IMC)	504-733-9141	mitche11@imcnola.com
KIM FINNEY	ATLAS/OPSB	504.908.3191	atlasnolapm@oneatlas.com
Clarence Eugene	Manning/OPSB	5044588792	cse@manning.xyz
Angela Zarders	NOLA PS	(504)478-0554	azarders@nolapublicschools.com
Rene Ostarh	ARC Mech	985-661-9191	estimating@arcmechanical
DAVID BARNES	MECHANICAL RESOURCE CONTRACTOR	504 439 1296	dbarnes@entra-solutions.com
John EDWARDS	CMC CORPORATE SOLUTIONS	504 265 0046	John.EDWARDS@callcmc.com
Joey Brevelle Braci Amie	REGENCY Electric	504 450 0361	JBrevelle@Regency-Electrical.com Baim@Regency-contracting.com
JONATHAN WHITLEY	CMC CORPORATE SOLUTIONS	917.204.3363	JONATHAN.WHITLEY@CALLCMC.COM

STEVEN
GOETTZ

ROBERT REFRIGERATION 504 357 1999

SGOETTZ@OUTLOOK.COM

SAMUEL
Polit

Robert Ref

504-452-4144

SAMUELPOLIT@YAHOO.COM



Pre-Bid Meeting

Meeting Date: 12/02/2025

Meeting Time: 10amCT

Location: Project Site - McMain School - 5712 S Claiborne Ave

SIGN IN SHEET

NAME	ROLE, ORGANIZATION	Phone	Email
DASHAAN William	AFA Commercial	504-994-6609	williamsdashaan@gmail.com
Jacob Cain	McC-Tyson Group McC-Tyson Group	985-290-1820	j1ain@mccgroup.com
Will Berkowitz	Loumis Air	985-707 9989	will.berkowitz@ loumisair.com
Ed Caym	attemp tns.	504 232-8839	attemped@attempinsulations.com
MIKE BERKOWITZ	SMITH CONSTRUCTION Co.	985 982-2426	mike@smithcc.net
CYRIL DUPLESSIS	MANNING- OPSB	504-606-7585	CDUPLESSIS@ CIRCULARCONSULTINGLLC.COM
Ryan Baldassaro	Gottfried Construction	504-415-0467	ryan@gottfried-us.com
Harrison Gordon	Synergy Bldg Solutions	504-722-9504	harrison.gordon@synergybldgsolutions.com
Theron Holmes	Diversified Construction	504-315-5652	Theron.Holmes@Diversified.com

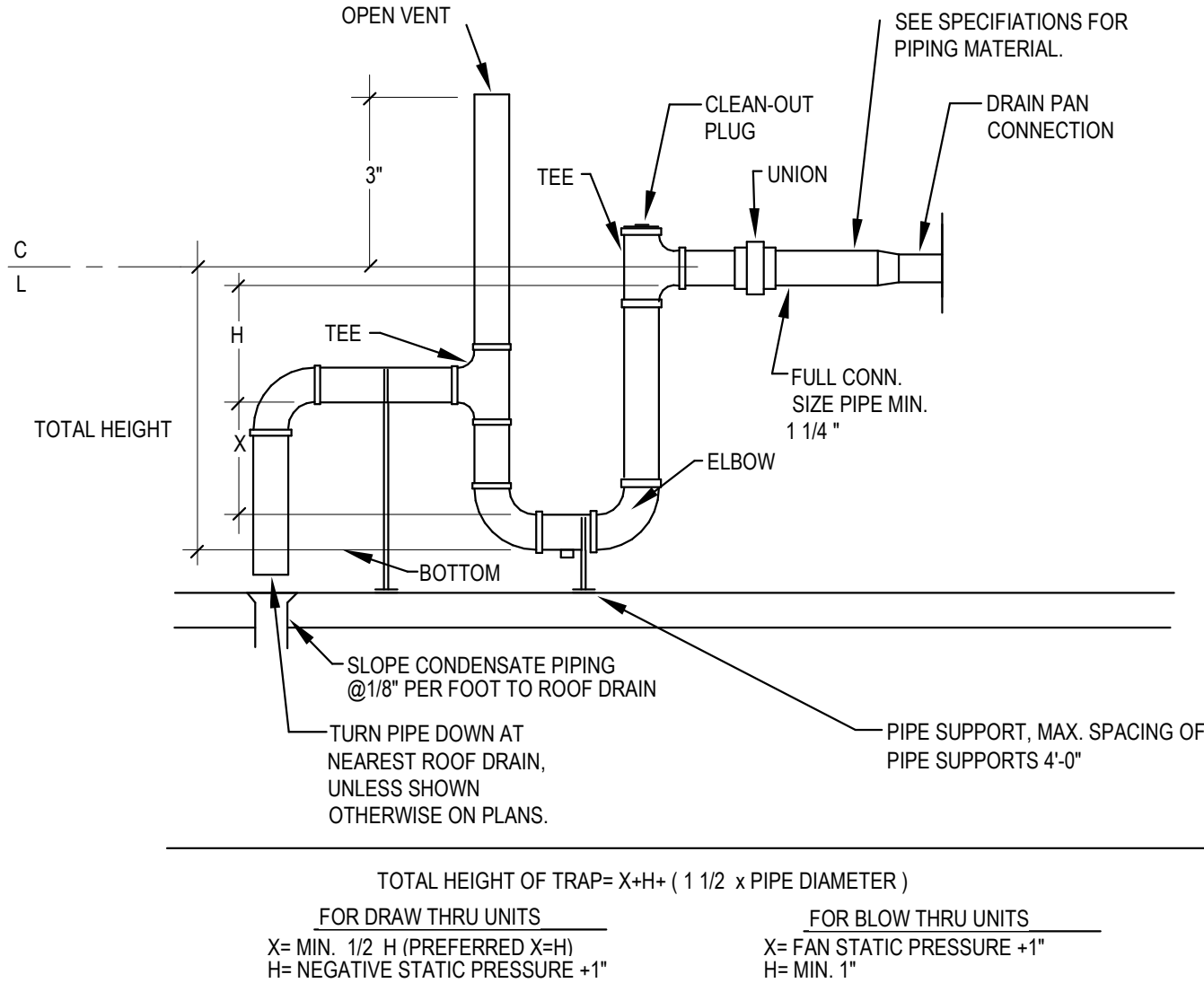
AIR COOLED CHILLER SCHEDULE																
MARK	BASIS OF DESIGN	FLUID	REFRIGERATION CAPACITY (TONS)	AMBIENT AIR TEMPERATURE (°F)	COOLER				FAN QUANTITY	ELECTRICAL DATA				WEIGHT (LBS)	REMARKS	
					GPM	E.W.T. (°F)	L.W.T. (°F)	FOULING FACTOR		WATER PD (FT HD)	KW	MCA	MOCP			VOLTAGE/ PHASE
CH-1	QUANTECH QTC3110TSJ17XF	WATER	119.40	95	237.5	54	42	0.0001	14.5	3	132	250	300	480 / 3	5,254	1,2
REMARKS: 1. FURNISH CHILLER WITH COMPRESSOR SOUND INSULATION BLANKET, SINGLE POINT POWER, CIRCUIT BREAKER WITH HIGH FAULT CAPACITY, UNIT MOUNTED CONTROLS, BACNET COMMUNICATION MODULE, AND FACTORY MOUNTED NEMA-3R STARTER/DISCONNECT SWITCH. 2. BASE SCOPE: INTEGRATE WITH EXISTING GYM BUILDING AUTOMATION SYSTEM. 3. ALTERNATE 2: INTEGRATE WITH NEW GYM BUILDING AUTOMATION SYSTEM.																

CONDENSING UNIT SCHEDULE											
MARK	NOMINAL CAPACITY (TONNAGE)	REFRIGERANT	SEER2	COOLING		ELECTRICAL			BASIS OF DESIGN	WEIGHT (LBS)	REMARKS
				CAPACITY (TMBH)	AMBIENT (°F)	MCA (A)	MOCP (A)	VOLTAGE / PHASE			
CU-1	3.5	R-454B	14.0	40.0	95	19	30	208 / 1	TRANE 5TTR4042A1000A	212	1
CU-2	5	R-454B	14.0	56.0	95	28	50	208 / 1	TRANE 5TTR4042A1000A	252	1
REMARKS: 1. PROVIDE NEMA-3R DISCONNECT, FIELD INSTALLED DRIER, SINGLE-POINT POWER, FIELD INSTALLED SIGHT GLASS, SERVICE VALVES, SUCTION LINE ACCUMULATOR, START KIT, AND THERMOSTATIC EXPANSION VALVE.											

BLOWER COIL UNIT SCHEDULE																	
MARK	NOMINAL CAPACITY (TONNAGE)	TOTAL SUPPLY AIR (CFM)	FAN		DX COOLING CAPACITY			HOT WATER COIL			ELECTRICAL			BASIS OF DESIGN	WEIGHT (LBS)	REMARKS	
			E.S.P. (IN WG)	POWER (HP)	TOTAL (MBH)	SENSIBLE (MBH)	LEAVING DB/WB (°F)	TOTAL (MBH)	GPM	WATER PD (FT HD)	EAT / LAT (°F)	MCA (A)	MOCP (A)				VOLTAGE / PHASE
BCU-1	3.5	1,400	0.75	1	39.4	31.3	54.6 / 53.0	38	1.57	0.82	70 / 95	9.7	15	208 / 1	TRANE BCVE036	180	1,2
BCU-2	5	2,000	0.75	1	53.9	42.1	55.8 / 53.4	54	2.14	0.43	70 / 95	9.7	15	208 / 1	TRANE BCVE060	242	1,2
REMARKS: 1. PROVIDE BAS CONTROLLER, UNIT MOUNTED DISCONNECT, AND THREE-WAY FAN COIL VALVE. 2. PROVIDE DISCHARGE AIR SENSOR, FAN STATUS SENSOR, AND ZONE THERMOSTAT. INTEGRATE WITH EXISTING BUILDING AUTOMATION SYSTEM.																	

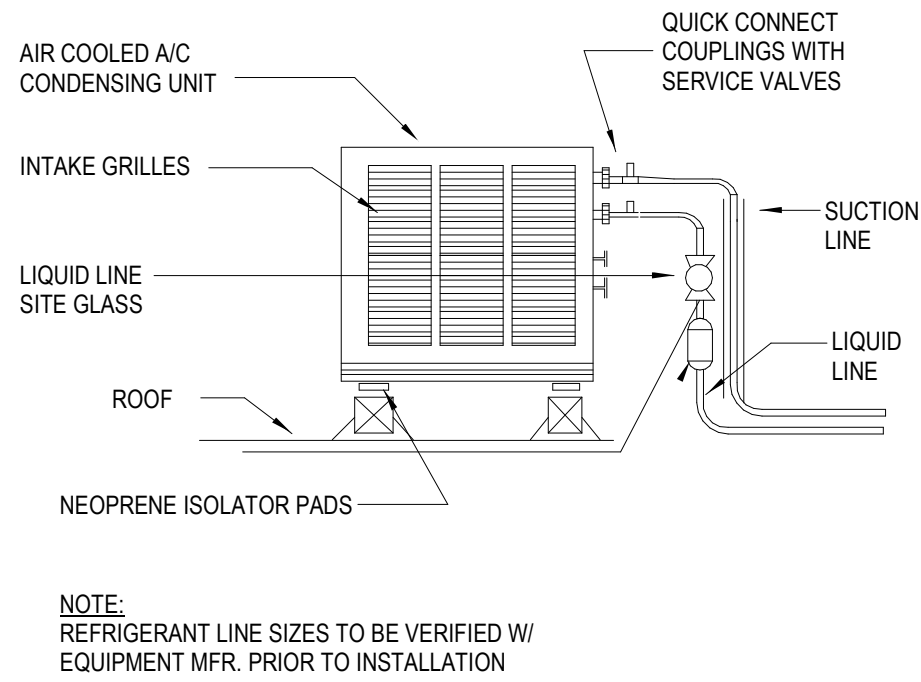
OUTDOOR MINI-SPLIT HEAT PUMP SCHEDULE														
MARK	TONS OF COOLING	REFRIGERANT	SEER2	COOLING		AMBIENT (°F)	HEATING		ELECTRICAL			BASIS OF DESIGN	WEIGHT (LBS)	REMARKS
				CAPACITY (MBH)			CAPACITY (MBH)	HSPF2	MCA	MOCP	VOLTAGE / PHASE			
				MIN	MAX									
HP-1	0.75	R-32	18	3.0	11.9	95	10.9	8.7	10	15	208 / 1	LG KUSAE091A	56	1
HP-2	1.5	R-32	18	3.7	19.6	95	19.0	8.9	15	20	208 / 1	LG KUSAE181A	93	1
HP-3	2.0	R-32	18	3.7	24.5	95	22.0	8.3	15	20	208 / 1	LG KUSAE241A	93	1
REMARKS: 1. PROVIDE NEMA-3R DISCONNECT. OUTDOOR UNIT SHALL POWER INDOOR MINI-SPLIT UNIT.														

INDOOR MINI-SPLIT UNIT SCHEDULE										
MARK	OUTDOOR UNIT	INDOOR FAN		COOLING CAPACITY		HEATING CAPACITY		BASIS OF DESIGN	WEIGHT (LBS)	REMARKS
		CFM	MOTOR (W)	TMBH	LDB/LWB (°F)	TMBH	EAT/LAT (°F)			
MS-1	HP-1	459	35	9.0	55 / 55	10.9	67 / 89	LG KNSAE091A	19	1
MS-2	HP-2	689	40	18.0	55 / 55	19.0	67 / 92	LG KNSAE181A	26	1
MS-3	HP-3	689	40	21.2	55 / 55	22.0	67 / 96	LG KNSAE241A	26	1
REMARKS: 1. INDOOR UNIT IS POWERED BY OUTDOOR CONDENSING UNIT. PROVIDE CONDENSATE PUMP AND WALL-MOUNTED THERMOSTAT.										

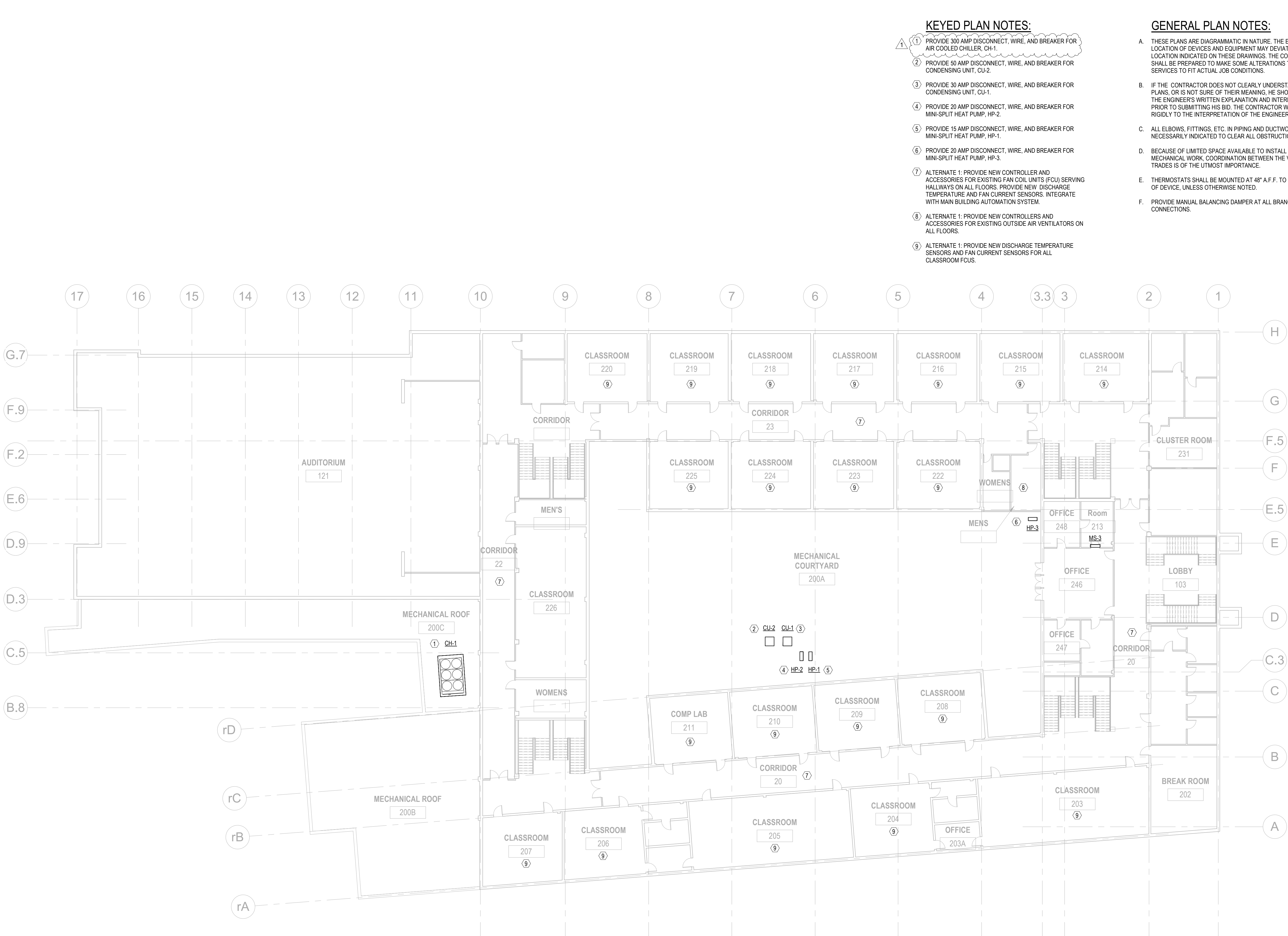


NOTE:
ELEVATE A/C UNIT SUFFICIENT DISTANCE ABOVE FLOOR OR ROOF TO ALLOW FOR INSTALLATION OF TRAP WITH ADEQUATE DIMENSIONS TO WITHSTAND SYSTEM OPERATING PRESSURE. COORDINATE WITH DETAIL FOR A UNIT MOUNTING.

2 COOLING COIL CONDENSATE DRAIN
M001 NTS



1 ROOF MOUNTED CONDENSER UNIT
M001 NTS



KEYED PLAN NOTES:

1. PROVIDE 300 AMP DISCONNECT, WIRE, AND BREAKER FOR AIR COOLED CHILLER, CH-1.
2. PROVIDE 50 AMP DISCONNECT, WIRE, AND BREAKER FOR CONDENSING UNIT, CU-2.
3. PROVIDE 30 AMP DISCONNECT, WIRE, AND BREAKER FOR CONDENSING UNIT, CU-1.
4. PROVIDE 20 AMP DISCONNECT, WIRE, AND BREAKER FOR MINI-SPLIT HEAT PUMP, HP-2.
5. PROVIDE 15 AMP DISCONNECT, WIRE, AND BREAKER FOR MINI-SPLIT HEAT PUMP, HP-1.
6. PROVIDE 20 AMP DISCONNECT, WIRE, AND BREAKER FOR MINI-SPLIT HEAT PUMP, HP-3.
7. ALTERNATE 1: PROVIDE NEW CONTROLLER AND ACCESSORIES FOR EXISTING FAN COIL UNITS (FCU) SERVING HALLWAYS ON ALL FLOORS. PROVIDE NEW DISCHARGE TEMPERATURE AND FAN CURRENT SENSORS. INTEGRATE WITH MAIN BUILDING AUTOMATION SYSTEM.
8. ALTERNATE 1: PROVIDE NEW CONTROLLERS AND ACCESSORIES FOR EXISTING OUTSIDE AIR VENTILATORS ON ALL FLOORS.
9. ALTERNATE 1: PROVIDE NEW DISCHARGE TEMPERATURE SENSORS AND FAN CURRENT SENSORS FOR ALL CLASSROOM FCUS.

GENERAL PLAN NOTES:

- A. THESE PLANS ARE DIAGRAMMATIC IN NATURE. THE EXACT LOCATION OF DEVICES AND EQUIPMENT MAY DEVIATE FROM THE LOCATION INDICATED ON THESE DRAWINGS. THE CONTRACTOR SHALL BE PREPARED TO MAKE SOME ALTERATIONS TO NEW SERVICES TO FIT ACTUAL JOB CONDITIONS.
- B. IF THE CONTRACTOR DOES NOT CLEARLY UNDERSTAND THESE PLANS, OR IS NOT SURE OF THEIR MEANING, HE SHOULD OBTAIN THE ENGINEER'S WRITTEN EXPLANATION AND INTERPRETATION PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE HELD RIGIDLY TO THE INTERPRETATION OF THE ENGINEER.
- C. ALL ELBOWS, FITTINGS, ETC. IN PIPING AND DUCTWORK ARE NOT NECESSARILY INDICATED TO CLEAR ALL OBSTRUCTIONS.
- D. BECAUSE OF LIMITED SPACE AVAILABLE TO INSTALL THE MECHANICAL WORK, COORDINATION BETWEEN THE VARIOUS TRADES IS OF THE UTMOST IMPORTANCE.
- E. THERMOSTATS SHALL BE MOUNTED AT 48" A.F.F. TO CENTERLINE OF DEVICE, UNLESS OTHERWISE NOTED.
- F. PROVIDE MANUAL BALANCING DAMPER AT ALL BRANCH CONNECTIONS.

concordia



1610 Oretha Castle Haley Blvd.
New Orleans, LA, 70113
504.569.1818
www.concordia.com

NOLA PUBLIC SCHOOLS
EVERY CHILD. EVERY SCHOOL. EVERY DAY.



WDG | ARCHITECTS ENGINEERS



PROJECT NUMBER 2414.00

MECHANICAL
REPLACEMENTS
@McMAIN HIGH
SCHOOL
ITB25-FAC-0023

5712 S CLAIBORNE AVE.
NEW ORLEANS, LA 70125

ISSUES AND REVISIONS	DATE
ISSUED FOR CONSTRUCTION	10/29/2025
ADDENDUM #1	12/4/2025

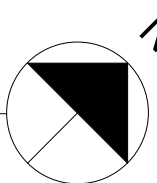
SHEET TITLE

MECHANICAL
PLAN - LEVEL 2

M102

ALL DRAWINGS AND WRITTEN MATERIAL
APPEARING HEREIN CONSTITUTE ORIGINAL
AND UNPUBLISHED WORK OF THE
ARCHITECT AND MAY NOT BE DUPLICATED,
USED, OR DISCLOSED WITHOUT WRITTEN
CONSENT OF THE ARCHITECT

1 MECHANICAL PLAN - LEVEL 2
M102 1/16" = 1'-0"





SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: Mechanical Replacements at Eleanor
McMain

Substitution Request Number: 001

To: WDG Architects Engineers

From: Mid-South Equipment

Date: 12/3/2025

Re: Zachary J. Carmello

A/E Project Number: 2414.00

Contract For: _____

Specification Title: Division 23 - Heating, Ventilation, & Air Conditioning (HVAC)

Description: Air Cooled Scroll Water Chillers

Section: Scroll Water Chillers - 236423 Page: 423

Article/Paragraph: 2.1

Proposed Substitution: Air Cooled Scroll Chiller

Manufacturer: York

Address: 5751 River Rd

Phone: 504-835-0422

Trade Name: Mid-South Equipment

Model No.: YLAA0120SJ17XF

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: Jordan Wright

Signed by: _____

Firm: Mid-South Equipment

Address: 5751 River Rd

Harahan, LA 70123

Telephone: 504-835-0422

A/E's REVIEW AND ACTION

WDG has no exceptions to the proposed manufacturer substitution. WDG will evaluate the specific equipment during the submittal process if the vendor is awarded the project. Provide Chiller wired for 480V/3ph per Addendum #1

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☒ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: 

Date: 12/4/25

Supporting Data Attached:



Drawings



Product Data



Samples



Tests



Reports



SECTION 000000.1 – TABLE OF CONTENTS

DIVISION 00 – PROJECT INFORMATION

000000	Project Title Page
000000.1	Table of Contents

DIVISION 00 - BIDDING REQUIREMENTS – OWNER DOCUMENTS

000001.1	Advertisement for Bids and Instructions to Bidders
000002.1	Louisiana Uniform Public Work Bid Form and Unit Price Form
000003	Bid Bond Form
000004	Non-Collusion Affidavit
000005.1	DRAFT Standard Form of Agreement Between Owner and Contractor
000005.2	DRAFT Exhibit A
000005.3	DRAFT General Conditions of Contract AIA A201
000006	OPSB DBE Construction Provisions
000010	Attestations Clause
000011	Sale Tax Exempt Form LDR R1020
000012	A312 Performance Bond-2010
000013	A312 Payment Bond – 2010
000014	Change Order – AIA G701
000015	Construction Change Directive AIA G714
000016	Schedule of Values
000017	Criteria for Developing Site Specific Safety Plan
000018	Contractor Labor Burden Rate Certificate

DIVISION 01 - GENERAL REQUIREMENTS

011000	Summary
012200	Unit Prices
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012601	Construction Contract Summary Form
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013233	Photographic Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017413	Progress and Final Cleaning
017700	Closeout Procedures

017823 Operation and Maintenance Data
017839 Project Record Documents
017900 Demonstration and Training

DIVISION 02 - EXISTING CONDITIONS

024119 Selective Demolition

DIVISION 03 – CONCRETE (Not used)

DIVISION 04 - MASONRY (Not used)

DIVISION 05 - METALS (Not used)

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061053 Miscellaneous Rough Carpentry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

070151 Maintenance of Membrane Roofing
072100 Thermal Insulation
076200 Sheet Metal Flashing and Trim
078413 Penetration Firestopping
079200 Joint Sealants

DIVISION 08 - OPENINGS

083113 Access Doors and Frames

DIVISION 09 – FINISHES

092300 Gypsum Plastering
095113 Acoustical Panel Ceilings
099125 Interior Painting and Repainting

DIVISION 10 - 20 (Not used)

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

230900 HVAC Instrumentation and Controls
232113 Hydronic Piping
236423 Scroll Water Chillers
237313 Modular Central-Station Air-Handling Units
238126.13 Small Capacity Split-System Air Conditioners

END OF TABLE OF CONTENTS

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Orleans Parish School Board
Procurement Department
2401 Westbend Parkway, Suite 5078
New Orleans, LA 70114

**BID FOR: Mechanical Replacements at Eleanor McMain
School, Project No. ITB25-FAC-0023
5712 South Claiborne Avenue
New Orleans, LA 70125**

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: Concordia, LLC, 1610 Oretha Castle Haley Blvd. New Orleans, LA 70113 and dated: October 29, 2025.

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 (\$ _____)

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. One (1) – Main Building – Corridor Fan Coil Unit Controls for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. Two (2) – Gym - BAS Integration for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)(5).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Orleans Parish School Board
Office of Business Partnerships
2401 Westbend Parkway, Suite 5078
New Orleans, LA 70114

**BID FOR: Mechanical Replacements at Eleanor McMain
School, Project No. ITB25-FAC-0023
5712 South Claiborne Avenue
New Orleans, LA 70125**

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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Rooftop Curb Nailers: Replace existing curb blocking with new preservative-treated wood nailers for curb blocking for new or existing rooftop equipment curbs beyond what is specified in Section 012200, Part 4, A. 3			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
#1		Lineal feet		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Roof patching: Roofing and flashing removal and replacement or patching beyond what is specified in Section 012200, Part 4, B. 3 as required for installation of new curbs.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
#2		Square feet		

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

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, LA 70114

and the Contractor:
(Name, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Architect:
(Name, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The Contract Documents consist of this Agreement; Conditions of the Contract, as modified by the Owner, (General, Supplementary and other Conditions); Drawings; Specifications; Addenda issued prior to execution of this Agreement; the Bidding Documents, as listed in the Instructions to Bidders (specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual and any Addenda related to the Bidding Documents); the completed Louisiana Uniform Public Work Bid Form; the completed Bid Bond; the completed Performance Bond, AIA Document A312 (2010 Edition), as modified by the Owner; the completed Payment Bond, AIA Document A312 (2010 Edition), as modified by the Owner; all other completed forms submitted by the Contractor as required by the Instructions to Bidders and the terms of the Project Manual; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. All of these documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, also appears in Article 9. In case of a conflict among this Article, Article 9 and the General Conditions, the more expansive listing of Contract Documents shall apply.

§ 1.2 In the event of any conflict among the Contract Documents, the provisions with the more stringent requirements requiring the better quality or greater quantity of the Work shall be estimated upon and provided. If application of the preceding sentence is not sufficient to resolve the conflict, then the following sentence shall also be applied: the more specific and more detailed descriptive information shall take precedence over the general and less detailed descriptive information. Any work, labor, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce a functionally complete Project or Work or part thereof shall be supplied by the Contractor whether or not specifically stated in the Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION, AND PENALTY FOR DBE NONCOMPLIANCE

§ 3.1 The date of commencement of the Work shall be set forth in the Notice to Proceed to be issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[☐] Not later than () calendar days from the date of commencement of the Work.

[☐] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, Liquidated Damages, if any, shall be assessed as set forth in Section 3.4.1.

§ 3.4 It is mutually agreed that the Owner's operations will be negatively impacted and the Owner will sustain damage that will be impracticable and extremely difficult to quantify if the Project is not Substantially Complete and the Punch List is not completed within the time set forth herein and further set forth in the Owner's modified General Conditions. It is further mutually agreed that the Contractor's failure to achieve Substantial Completion and failure to complete the Punch List within the Contract Time, as set forth herein and as further set forth in the Owner's modified General Conditions, shall result in the imposition of Liquidated Damages upon the Contractor.

§ 3.4.1 The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of (\$) per calendar day for each calendar day (Saturdays, Sundays, and legal holidays included) that Substantial Completion is delayed beyond the time set forth in Article 3 above of this Agreement.

§ 3.4.2 In addition, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner Liquidated Damages, which shall not be considered a penalty, in the amount of 100% of the daily rate stated in Section 3.4.1 above, or (\$) per calendar day, for each calendar day (Saturdays, Sundays, and legal holidays included) that the Contractor fails to complete the Punch List within sixty (60) days from the date of the Punch List. Thus, the Liquidated Damages set forth in this Section shall begin to accrue on the 61st day following the date of the Punch List, and shall continue until the Punch List is fully and properly completed.

§ 3.4.3 Should the Contractor and/or all Subcontractors fail to comply with all of the applicable requirements set forth in the Orleans Parish School Board Disadvantaged Business Enterprise Program ("DBE Program"), which requirements are a part of the Contract Documents for this Project, a copy of which requirements are included in the Project Manual, the Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner a penalty in an amount equal to the actual dollar amount by which the Contractor and/or its Subcontractors failed to achieve the contractually-required DBE goals. Before the Owner makes a final decision that the Contractor and/or its Subcontractors have failed to comply with the applicable requirements of the DBE Program, the Owner (through the Architect) will give the Contractor written notice specifying the failure and permitting the Contractor fourteen (14) calendar days within which to cure the failure. The penalty specified by this Section is a nonexclusive remedy to Owner, and does not deprive Owner of any other remedies for default/failure to perform which may be available to Owner against Contractor and/or Contractor's Surety pursuant to this Contract.

§ 3.4.4 To the fullest extent the law allows, the Owner shall be entitled to collect any and all sums that are due the Owner as stated penalties or Liquidated Damages in any manner available, including but not limited to withholding the amounts due to the Contractor for Progress Payments or Final Payment, deducting the penalties or Liquidated Damages due by a Construction Change Directive, or collecting the amounts due from the Contractor or the Contractor's Surety. The Contractor and the Contractor's Surety hereby agree and will be held liable for any penalties or Liquidated Damages imposed in accordance with these Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

Allowances shall not be made on any of the Work.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, and is fully and accurately complete in all respects, and includes the requisite waiver of lien specified in Section 5.1.5.2 below, the Owner shall make payment to the Contractor not later than forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment. If a fully and accurately completed Application for Payment, including the requisite waiver of lien is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner's receipt of the Architect-approved Certificate for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Sections 9.3.1.2 and 3.10.1 of the Owner's modified General Conditions.

§ 5.1.5.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "B."

§ 5.1.5.3 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth below. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage as set forth below;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017, as modified by the Owner.
- .5 Normal retainage shall be as follows: (i) Projects with a Contract Sum of less than \$500,000.00 shall be 10% of the Contract Sum; (ii) Projects with a Contract Sum of \$500,000.00 or more shall be 5% of the Contract Sum.

§ 5.1.6.2 The progress payment amount determined in accordance with Section 5.1.6.1 shall be further modified under the following circumstances:

- .1 If final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as modified by the Owner.
- .2 Deduct any applicable Liquidated Damages.

§ 5.1.7 Retainage

§ 5.1.7.1 The normal retainage shall not be due the Contractor until after all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of Sections 9.8.4 and 9.8.5 of the Owner's modified General Conditions; AIA Document A201-2017; (3) the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached as Exhibit "B" to this Owner's modified Agreement, AIA Document A101 and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the Contract Sum to both pay the normal retainage and cover the value assigned to the Punch List (as set forth in Section 9.8.5 of the Owner's modified General Conditions), then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the Punch List (as set forth in Section 9.8.5 of the Owner's modified General Conditions) exceeds the funds remaining in the Contract Sum, including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the shortfall to the Owner.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
There shall be no reduction or limitation of retainage.

§ 5.2 Final Payment

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, less any applicable Liquidated Damages, shall be made by the Owner to the Contractor only after:

- .1 the Contractor has fully, completely and satisfactorily performed the Contract, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2017, as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all of the requirements set forth in Sections 9.10.2, 9.10.2.1, 9.10.2.2 and 9.10.2.3 of AIA Document A201-2017, as modified by the Owner, have been satisfied;
- .4 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "C."

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Architect's final Certificate for Payment, which shall only be issued after all of the requirements set forth in Section 5.2.1 have been satisfied.

§ 5.3 Payments due and unpaid under the Contract shall bear no interest.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, as modified by the Owner.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, as modified by the Owner, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as modified by the Owner, as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

<< >>
<< >>
<< >>
<< >>
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<< >>

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

<< >>
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<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, as modified by the Owner, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, Insurance and Bonds, as modified by the Owner, and elsewhere in the Contract Documents.

§ 8.7 Other provisions:

§ 8.7.1 Contractor agrees not to and shall not discriminate in its employment practices, and will render services under the Contract without regard to race, age, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

§ 8.7.2 Any act of discrimination committed by Contractor, or failure to comply with the applicable statutory obligations identified in Section 8.7.1 above and elsewhere in the Contract Documents shall be grounds for the Owner to terminate this Contract.

§ 8.7.3 Contractor's violation of any federal or state law shall be grounds for the Owner to terminate this Contract.

§ 8.7.4 The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§ 8.7.5 The Civil District Court of the Parish of Orleans, State of Louisiana, shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event of diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Civil District Court of the Parish of Orleans, State of Louisiana.

§ 8.7.6 It is mutually agreed by the Contractor and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A101), the General Conditions (AIA A201) and any other Contract Documents shall not be construed against the maker of such Modifications.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner.
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, as modified by the Owner.
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner.

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed by the parties, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits forming a part of the Contract Documents:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Bidding Documents, as listed in the Instructions to Bidders (specifically including without limitation, the Instructions to Bidders, the Advertisement for Bids, all sample forms included in the Project Manual, and any addenda to the Bidding Documents); the completed Louisiana Uniform Public Work Bid Form; the completed Bid Bond; the completed Performance Bond, AIA Document A312 (2010 Edition), as modified by the Owner; the completed Payment Bond, AIA Document A312 (2010 Edition), as modified by the Owner; all other completed forms submitted by the Contractor as required

by the Instructions to Bidders and the terms of the Project Manual; other documents listed in this Agreement; and Modifications issued after execution of this Agreement.

This Agreement entered into as of the day and year first written above, and is executed in seven (7) original forms, one of which shall be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

Katherine Baudouin
President

Orleans Parish School Board

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101™ – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« »
« »

THE OWNER:
(Name and address)

Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, LA 70114

THE CONTRACTOR:
(Name and address)

« »« »
« »

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 Intentionally left blank

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Exhibit A of A201™–2017 contains additional insurance provisions.

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Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and the sections which follow that in this Exhibit A. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.1.3 To the extent that any of the requirements below differ from the requirements set forth in sections § A.3.1.1-3, above, the more stringent requirements apply.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, and in a company or companies which meet the additional requirements set forth in this Exhibit A below, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and such other insurance which is specified in this Exhibit A below:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims for bodily injury or property damage arising out of the Contractor's operations, including but not limited to construction activities and any Work or activities performed pursuant to the Contract Documents; and
- .9 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions.

§ A.3.2.3 INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS

§ A.3.2.3.1 Standardized Insurance Requirements for All State Contracts

§A.3.2.3.1.1 Contractor shall purchase and maintain, at Contractor's expense, all of the insurance required in this Exhibit A. All required insurance shall be kept in full force and effect, without interruption, commencing from the date the Contract documents are executed and continuing until the Work has achieved Final Completion, has been accepted by the Owner and Final Payment has been made.

§A.3.2.3.1.1.1 If any of the insurance coverages are required to remain in force after Final Payment has been made, an additional Certificate of Insurance evidencing continuation of such coverage shall be submitted with the final Application for Payment.

§A.3.2.3.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

§A.3.2.3.1.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and shall provide the primary coverage for any and all losses covered by the below described insurance.

§A.3.2.3.1.2.2 The Owner shall be named as an additional insured on all policies of insurance required by this Exhibit A (ISO Form CG 20 10, Current form approved for use in Louisiana).

§A.3.2.3.1.2.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.

§A.3.2.3.1.2.4 Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the Contractor or Subcontractor.

§A.3.2.3.1.2.5 All insurance policies required herein shall be endorsed to reflect and insure any occupancy by the Owner at the time of such occupancy prior to Substantial Completion.

§A.3.2.3.1.2.6 All insurance policies required herein shall be on an occurrence basis. Claims made policies are not acceptable.

§A.3.2.3.1.2.7 Contractor shall defend, indemnify and hold harmless Owner for any damages, loss, costs or expenses caused by or related to Contractor's failure to carry the insurance required under the Contract Documents.

§A.3.2.3.1.2.8 The insurance required under the Contract Documents shall be written for no less than the coverage limits set forth in this Exhibit A, below. Nothing herein shall prohibit Contractor from carrying higher limits or broader coverage, at Contractor's expense.

§A.3.2.3.1.2.9 All liability insurance policies shall be written with a waiver of subrogation by the Contractor/Subcontractor in favor of the Owner.

§ A.3.2.4 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 Owner in insurance companies lawfully authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage.

Thirty (30) days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the Contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2007 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

§ A.3.2.4.1 Workers' Compensation - Statutory - in compliance with the Louisiana Workers' Compensation Law. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures.

§ A.3.2.4.2 Commercial General Liability Insurance with a minimum limit per occurrence for bodily injury and property damage based on the Project value. This insurance shall include all major divisions of coverage for bodily injury and property damage, and be on a comprehensive basis, including:

- .1 Premises - Operations;
- .2 Broad Form Contractual Liability;
- .3 Products and Completed Operations;
- .4 Use of Contractors and Subcontractors/Independent Contractors Protective;
- .5 Personal Injury with employment exclusion deleted;
- .6 Broad Form Property Damage;
- .7 Explosion, Collapse and Underground (XCU) Coverage;
- .8 Owner's and Contractor's Protective;
- .9 Excess umbrella.

NOTE: On the certification 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 CG25 03 (Current form approved for use in Louisiana) shall be submitted. The Project number, including part number and Project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Under \$1,000,000	Projects Over \$1,000,000 up to \$10,000,000	Projects Over \$10,000,000
New Buildings:			
– Each Occurrence/ Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
– Aggregate (Applicable to this Contract)	\$2,000,000	\$4,000,000	\$8,000,000

Renovations: Project value is \$ _____

– Each Occurrence/ <u>Minimum</u> Limit	\$1,000,000*** (Depends on Building Value)	\$2,000,000*** (Depends on Building Value)	4,000,000*** (Depends on Building Value)
– Aggregate (Applicable to 2 times per occur limit*** this Contract ONLY)	(Depends on Building Value)	2 times per occur limit*** (Depends on Building Value)	2 times per occur limit*** (Depends on Building Value)

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

§ A.3.2.4.3 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 bodily injury and property damage liability for:

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

§ A.3.2.4.4 Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

§ A.3.2.5 All property losses shall be made payable to and adjusted with the Owner.

§ A.3.2.6 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

§ A.3.2.7 Other insurance required is as follows:

§§ A.3.2.7.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Insured.

	Projects Under \$100,000	Projects \$100,001- \$1,000,000	Projects Over \$1,000,000
CGL - Each Occurrence	\$500,000	\$1,000,000	\$3,000,000

§ A.3.2.7.2 Pollution Liability

(required when asbestos or other hazardous material abatement is included in the work)

The Contractor or Subcontractor who will be doing the asbestos or other hazardous material abatement as outlined in this Contract shall obtain and maintain such liability coverage for the asbestos or other hazardous material abatement with a minimum limit of \$1,000,000 per occurrence for the duration of the Project. The policy shall name the State of Louisiana, all State departments, agencies, boards and commissions as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

§ A.3.2.8 If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, 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 Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

§ A.3.2.9 Risks and Indemnifications Assumed by the Contractor Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

§ A.3.2.9.1 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.

§ A.3.2.9.2 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 Owner, the Owner may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

§ A.3.2.9.3 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

§ A.3.2.10 Subcontractors

Contractor is responsible for all Subcontractors and Sub-subcontractors performing the Work. Contractor shall require Subcontractors and Sub-subcontractors to carry insurance of the same character and in the same amounts as the Contractor, unless the Contractor agrees that reduced coverages are adequate because of the nature of the subcontracted work; however, at a minimum all Subcontractors and Sub-subcontractors shall maintain insurance coverages in an amount equal to the value of their subcontracts or sub-subcontracts and shall maintain the requisite coverages for the duration of their subcontracts or sub-subcontracts. Contractor shall obtain Certificates of Insurance from the Subcontractors and Sub-subcontractors evidencing that all of the insurance required herein is in full force and effect. Subcontractors and Sub-subcontractors shall not commence any Work required by these Contract Documents prior to providing the Contractor with the valid and effective Certificate(s) of Insurance required herein. Contractor shall keep such Certificates of Insurance in safekeeping, and provided copies to the Owner and/or the Architect upon request. If the Contractor does not verify Subcontractors' and Sub-subcontractors' insurance as described above, the Owner has the right to withhold payments to the Contractor until the requirements have been met.

§ A.3.2.11 Certificates of Insurance/Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance evidencing all of the insurance coverage required by this Exhibit A. 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 of Insurance are to be received and approved by the Owner before work commences and upon any contract renewal thereafter. The certificate holder must be listed as follows:

Orleans Parish School Board
2401 Westbend Parkway
Suite 5055
New Orleans, LA 70114
Attn: Project #

The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

Contractor shall provide said certificates of insurance within ten (10) calendar days of the execution of the Contract between the Owner and the Contractor. In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided by this Exhibit A, at the election of the Owner, the Contract may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

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

§ A.3.3 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.3.3.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

§ A.3.3.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence") Form CG 00 01. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

§ A.3.3.1.2 Insurance Services Office Form 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.

§ A.3.3.1.3 Workers' Compensation insurance as required by the Louisiana Workers' Compensation Law, including Employers Liability insurance.

§ A.3.3.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

§ A.3.3.2.1 Commercial General Liability: insurance coverages must be provided in amounts set forth in Article A.3.2.4.2 above.

§ A.3.3.2.2 Automobile Liability: insurance coverage must be provided in amounts set forth in Article A.3.2.4.3 above.

§ A.3.3.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Louisiana Workers' Compensation Law 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.

§ A.3.3.3 Deductibles and Self-Insured Retentions

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

§ A.3.3.4 Other Insurance Provisions

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

§ A.3.3.4.1 General Liability and Automobile Liability Coverages

§ A.3.3.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The Contractor's insurance shall be primary as respects the Owner, its officers, officials, employees, Boards and Commissions and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance of self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Orleans Parish School Board.

§ A.3.3.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

§ A.3.3.4.1.3 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.

§ A.3.3.4.2 Worker's Compensation and Employers' Liability Coverage

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

§ A.3.3.5 All Coverages

§ A.3.3.5.1 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 Owner. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

§ A.3.3.5.1.1 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

§ A.3.3.5.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees, Boards and Commissions or volunteers.

§ A.3.3.6 Acceptability of insurers

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived, at the Owner's discretion, for the workers' compensation coverage. If at any time an insurer issuing a policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the Contract.

§ A.3.4 PROPERTY INSURANCE

§ A.3.4.1 The Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the fully-completed value or the amount of the construction Contract including any amendments thereto. The Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance equivalent to ISO Form CP 10 20, Broad Form Causes of Loss (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 architects' and engineers' 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 ten percent (10%) of the cost of those repairs 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 ten percent (10%) of the total Contract cost per occurrence. Coverage for roofing projects shall **not** require flood coverage. On projects **South** of this corridor, flood coverage shall be provided by the Orleans Parish School Board, as the Owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the Notice of Final Acceptance date of the project, or the date of Final Payment, whichever is later.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the Contract including any amendments thereto.

The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interests 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 coverages 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 any commercial property insurance policy purchased by the Orleans Parish School Board, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within twenty (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 the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

§ A.3.4.1 The Contractor shall be responsible for any damage or loss not covered under the builder's risk policy to any and all materials, supplies or equipment after delivery to the site by the Contractor or its suppliers, whether paid by the Owner or not, and whether prior to or after installation into the building structure (*i.e.*, loss due to theft or damage while handling).

§ A.3.5 PERFORMANCE BOND AND PAYMENT BOND

§ A.3.5.1 The Contractor shall furnish and pay for a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the Surety's agent or attorney-in-fact, each in an amount equal to 100% of the Contract amount. The Bonds shall be in favor of the Orleans Parish School Board.

§ A.3.5.1.1 In order to be qualified to underwrite a Performance Bond and a Payment Bond securing the Contract, the Surety must be currently listed on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the Contract amount, OR must be an insurance company domiciled in Louisiana. If the Surety is not listed on the Treasury List, and has less than an "A-" rating (as shown in the latest edition of A.M. Best's Key Rating Guide) the maximum Contract amount for which that Surety may provide a Bond is \$500,000, or fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance), whichever is less. If the Surety is not listed on the Treasury List, and has at least an "A-" rating or better (as shown in the latest edition of A.M. Best's Key Rating Guide), the maximum Contract amount for which that Surety may provide a Bond is fifteen percent of the Surety's policyholders' surplus (as shown by Surety's most recent financial statements filed with the Louisiana Department of Insurance).

§ A.3.5.1.2 The Bidder shall deliver the required bonds to the Owner simultaneous with the execution of the Contract.

§ A.3.5.1.3 Bonds shall be in the form furnished by the Orleans Parish School Board, entitled PERFORMANCE AND PAYMENT BOND, copies of which are included in the Bidding Documents.

§ A.3.5.1.4 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.

§ A.3.5.1.5 If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the U.S. Treasury List or otherwise fails to meet the requirements set forth in Section A.3.5.1.1, the Contractor shall, within two (2) calendar days of becoming aware of same, notify the Owner of such event, and also shall, within five (5) calendar days of becoming aware of same, substitute an acceptable Bond in such form and sum and signed by a replacement Surety or sureties, which

Surety/Sureties shall be satisfactory to the Owner. The premiums of such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or sureties shall have furnished an acceptable Bond to the Owner.

§ A.3.5.1.6 Every Bond under this Paragraph must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond.

§ A.3.5.1.6.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, other than any change in Work which exceeds twenty (20%) percent of the Contract Sum. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

§ A.3.5.1.6.2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

§ A.3.5.1.6.3 Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner as their interests may be given.

§ A.3.5.1.6.4 Surety agrees that it is obligated under the bond for payment of any Liquidated Damages owned to the Owner by Contractor.

§ A.3.5.1.7 The Surety shall be bound *in solido* with the Contractor. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Owner along with executed Contract Documents and the number of copies reasonably required by him. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract Documents.

§ A.3.5.1.8 Additional performance and payment bonds may be required by the Owner, in the Owner's sole discretion from any Subcontractor whose Subcontract exceeds ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

§ A.3.5.1.9 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

NOLA Public Schools

Post-Bid Document Checklist

Project Information

Project: ITB 25-FAC-0023 – Mechanical Replacements @Eleanor McMain School

Bid Opening Date: Thursday, December 11, 2025

Pre-Bid Conference Date: Tuesday, December 2, 2025 5712 S. Claiborne Ave. , NOLA 70125

All documents are due within 10 calendar days after bid opening.

Submission Rules

- Post-Bid Documents cannot be emailed.
- Submission by hand delivery, U.S. Mail, or Express Mail only.
- NOLA-PS is not responsible for delays or lost mail; late receipt = non-responsive.

Required Post-Bid Documents

- ☐ Non-Collusion Affidavit
- ☐ Attestation Clause
- ☐ DBE Responsiveness Form 1
- ☐ DBE Responsiveness Form 2
- ☐ DBE Certification Checklist (Notarized)
- ☐ Copy of DBE Certification Letter(s) (Provide letters for any DBE firms being claimed)
- ☐ EDGAR Form

Delivery Address (Hand Delivery or Mail)

Mr. Jonathan Temple
Office of Business Partnerships
NOLA Public Schools
2401 Westbend Parkway, Suite 5055
New Orleans, LA 70114

STATE OF LOUISIANA
PARISH OF _____

PROJECT NO. _____
NAME: _____
LOCATION: _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ (hereinafter "Affiant"), the _____ duly authorized and lawful representative of _____, who, being by me first duly sworn deposed, testified under oath that he has read this Affidavit and does hereby agree to comply with all provisions herein, and affirms under oath as follows:

PART I

Louisiana Revised Statutes, Title 38, Section 2224:

(1) That Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public Contract between _____ and the Orleans Parish School Board, under which Affiant has or will receive payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public Contract were in the regular course of their duties for Affiant; and

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

PART II

Louisiana Revised Statutes, Title 38, Section 2190:

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

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

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

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____.

AFFIANT

NOTARY

Name of Project

Project No.

ATTESTATIONS

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

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

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:230)

- 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)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S.14:67.20)

(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)

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

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**



Orleans Parish School Board Disadvantaged Business Enterprise Program (DBE)

DBE RESPONSIVENESS FORM 1

RFP/RFQ/Bid/Solicitation/Other # _____ Bidder/Proposer: _____

Project Name & Description: _____

FOR BIDS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE OFFICE OF PROCUREMENT BY THE LOWEST PROPOSER WITHIN TEN (10) DAYS OF THE BID OPENING. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE BID/OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE OPSB-DBE OFFICE THROUGH THE OFFICE OF PROCUREMENT WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE PROPOSAL/OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

The undersigned Bidder/Proposer has satisfied the requirements of the bid/proposal specifications for the above-referenced Orleans Parish School Board project in the following manner.

Please check the appropriate space:

☐ The Bidder/Proposer is **committed to achieving and/or exceeding** the DBE target goal of 35 % DBE utilization on this contract; and will require all Subcontractors to assist the Prime Contractor in achieving 35% DBE participation, before this project is substantially complete.

☐ The Bidder/Proposer is **unable to meet** the DBE target goal, but is committing to a minimum of _____ % DBE utilization by pre-construction phase, and will require all Subcontractors to assist the Prime to achieve 35% DBE participation, before this project is substantially complete.

Name of Bidder's/Proposer's Firm: _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ / /
(Authorized Signature) (Title) (Date)

THE BIDDER/PROPOSER IS COMMITTED TO UTILIZING DBE PARTICIPATION ON THE PROJECT IN THE FOLLOWING MANNER:

COMPLETED BY PROPOSER:

The Bidder/Proposer is committed to utilizing the **DBE FIRM NAMED BELOW** for the *Scope(s) of Work* as described below. The estimated dollar value of the scope of work is \$ _____ and _____ % of the total dollar value of the contract.

Copy this form, if you are utilizing more than one (1) DBE firm to achieve the DBE participation percentage on the project.

Name of DBE Firm:

DBE Firm Owner or Contact:

Telephone: _____ Fax: _____ E-Mail: _____

DBE TYPE: ☐ SLDBE CERTIFIED ☐ LAUCP DBE CERTIFIED

☐ DBE Certification Letter is attached

COMPLETED BY DBE FIRM (below):

DBE AFFIRMATION. The above-named DBE firm affirms that it will perform the scope(s) of work on this contract for the estimated dollar value and contract percentage as stated above.

By: _____ / /
(Authorized Signature) (Title) (Date)

Note: If the Bidder/Proposer does not receive award of the prime contract, then any and all representations in this form shall be null and void.



DBE RESPONSIVENESS FORM 2

SUBCONTRACTING STRATEGY FOR DBE PARTICIPATION

Business Name: _____ Project Name/Number: _____

Business Contact Information: _____

(Phone, Fax, E-Mail and Address:)

Provide a strategy to identify specific subcontracts that will be awarded to DBEs and anticipated DBE participation for project. This Plan shall incorporate actions to be taken by the Bidder's/Proposer's proposed DBE Subcontractors/Consultants/Suppliers.

Bidders: Must submit form within 10 days after Bid-Date. Provide attachments if necessary.

DBE Vendor	Scope of Work Construction Division(s) Materials	Contract Value	Percent of Prime Contract

NOTE: If the Bidder/Proposer does not receive award of the prime contract, then all representations in this form shall be null and void.

Representative's Name: _____ Title: _____ Date: _____

Signature: _____

(Authorized Signature)



ORLEANS PARISH SCHOOL BOARD

Month of: _____
Year: 20_____
Correlates with Bid # _____

DBE POST-BID | PRE-CONSTRUCTION COMPLIANCE CERTIFICATION CHECKLIST

(Note: Form must be submitted with one or more of the supporting documents identified and initialed below. Failure to submit completed certification constitutes non-responsiveness and cause for ejection.)

Business Name: _____

Bidder's Name & No.: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____

(Print Name, Phone, E-Mail, and Physical Address)

I _____ hereby certify that,
(Print Name & Title of Company Representative)

_____ has complied with all Disadvantaged Business
(Print Business Name)

Enterprise, Equal Employment Opportunity, and Affirmative Action Front End Provisions set forth in the OSPB DBE Policy and with all of the provisions of Federal Executive Order 11246, as amended, including implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor. I also certify that all information contained in *Supporting Documents is true and correct.

Signature: _____
(Authorized Signature)

Date: _____

*Supporting Documents Attached:

- ☐ DBE Responsiveness Form 1 _____ (Initial)
- ☐ DBE Responsiveness Form 2 _____ (Initial)
- ☐ DBE Pre-Construction Report 1 _____ (Initial)
- ☐ DBE Pre-Construction Report 2 _____ (Initial)
- ☐ DBE Pre-Construction Report 3 _____ (initial)

STATE OF LOUISIANA, ORLEANS PARISH IN WITNESS
WHEREOF, I have hereunto set my hand and official seal
this _____ Day of _____, 20____.

Notary Public, State of Louisiana

My Commission Expires _____

Orleans Parish School Board Federal Compliance Provisions

In accordance with §200.0 – 200.521 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("Addendum") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific OPSB purchases using federal grant funds. It amends and is hereby incorporated into an existing agreement between the parties. Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: Date: _____

Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____