



McNEESE
STATE UNIVERSITY
A Member of the University of Louisiana System

PURCHASING DEPARTMENT
 P. O. BOX 92415
 LAKE CHARLES, LA 70609
 PH: 337-475-5083
 FAX: 337-475-5082

ADDENDUM 02

DATE: March 31, 2026

**BID FOR : Metal Roof Replacement, for McNeese State University, Lake Charles, Louisiana
70607**

**YOUR REFERENCE IS DIRECTED TO
PROJECT NO : 01-107-24-05 ITEM #203 ; WBS F.01004699
SOLICITATION NO. D2600044-2**

**SCHEDULED TO OPEN ON
WEDNESDAY, APRIL 1, 2026 AT 1:00 P.M. (Addendum 01)**

 REVISION TO THE REFERENCED SOLICITATION/BID AS STATED BELOW:

- ITEM #1: Revised Bid due date and time is TUESDAY, APRIL 14, 2026 1:00 P.M.**
- ITEM #2: Question –** There is no Bid Form in the Project Specifications.
Clarification – *Bid Form is found in the LaPAC advertisement documents.*
- ITEM #3: Please see revised “UNIT PRICE FORM” added to this addendum and is to be returned with your bid response.**
- ITEM #4: Question –** Special Zee and panel infill shown on A5/A-521 & D1,D3/A-522; what are the circumstances behind this panel infill between the existing purlins? This detail has added some real complexity and cost not encountered before. Is there a special purpose behind the detailing we are not understanding?
Clarification – *Detail reflects basis-of-design manufacturer requirements to provide supplemental support and weather-tightness at penetrations between existing purlins where no deck is present. Approved equal manufacturers shall provide equivalent detailing for penetrations greater than 4 inches to achieve required support, weather-tight installation, and warranty compliance. Roofing assembly letter shall be provided as specified to confirm compliance with 20-year warranty requirements.*
- ITEM #5: Replacing original “Instruction To Bidders” with new/revised set of “Instructions To Bidders” and other associated forms for informational purposes.**

• ALL OTHER SPECIFICATIONS REMAIN THE SAME.

 THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED SOLICITATION FOR BID.

DEBET HEBERT
 PROCUREMENT SPECIALIST
 McNeese State University

UNIT PRICE FORM

TO: McNeese State University
 Maintenance Warehouse, McNeese State University
 4406 Common St. Lake Charles, LA 70605

BID FOR: 01-107-24-05, JLBC ITEM #203; WBS F.01004699
 Metal Roof Replacement
 McNeese State University
 Lake Charles, LA

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.# _____		Roof Purlin Replacement Remove and replace deteriorated existing PEMB roof purlin sections with new matching cold-formed steel members including splice plates, fasteners, and preparation for new roof attachment.	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
Unit Price No. 1	1	LF			
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		Structural Reinforcement: Install supplemental reinforcement plates or sub-framing where corrosion or damage of existing PEMB structural substrate—including roof purlins and wall girts—prevents proper securement of roofing system or fails to meet wind uplift design requirements.	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
Unit Price No. 2	1	EA			
DESCRIPTION:		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		Fascia Support/Blocking Replacement - Remove and replace deteriorated fascia support components, including concealed steel support members and blocking at roof edges, only where existing materials are found damaged or structurally deficient during demolition.	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
Unit Price No. 3	1	LF			
DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)
DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (120) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of (Two-hundred) Dollars (\$ 200) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form. To apply for Louisiana tax exemption, contractors must have a LaTAP account and be registered for Sales Tax in order to submit the application. The Form R-85012 application can now only be filed electronically through Louisiana Taxpayer Access Point (LaTAP). The application must include the LaGov contract number which can be found on the executed contract, a brief project description, Notice to Proceed (NTP) start and end dates, and an uploaded copy of the executed contract. The following is information to include on the form for the project:

Public Entity: Facility Planning and Control

LDR Sales Tax Account #: N/A

For assistance or questions on this process, contact the following:

LaTAP Questions or Assistance: Call (855) 307 3893 or email Taxpayer.AccessPoint@LA.GOV

Application Process Questions: LDRSales.ExemptionApplications@la.gov

General Sales Tax Questions: Sales.inquiries@la.gov

Exemption Qualification Questions: PolicySales@la.gov

Legal Interpretation Questions: PolicySales@la.gov

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents shall include the following:

Advertisement for Bids

Instructions to Bidders

Bid Form

Bid Bond Form

General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition

Supplementary Conditions

Contract Between Owner and Contractor and Performance and Payment Bond and Non-Collusion Affidavit

Attestations Affidavit – 10 day document

User Documents (if applicable)

Pre-Construction Conference Agenda if needed

Schedule of Values

Change Order Form

Recommendation of Acceptance

Partial Occupancy Form (*if applicable*)

Building Plaque (*if applicable*)

Asbestos Abatement (*if applicable*)

Other Documents (*if applicable*)

Specifications & Drawings

Addenda issued during the bid period to be acknowledged on the Bid Form

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference if needed shall be held at least 10 days before the date for receipt for bids. The Designer shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User and shall notify, in writing, the Owner and all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those Bidders who attend the Pre-Bid Conference. Bidders who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

ARTICLE 4
BID DOCUMENTS

4.1 Copies

4.1.1 The Designer shall provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.2 Printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms. All plan holders are responsible for their own reproduction costs.

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

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

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard

of required function, dimension, appearance and quality to be met by any proposed substitution. All substitutions shall be in accordance with La. R.S. 38:2212(T)(2).

4.3.2 For closed specifications, when a potential supplier submits a particular product for prior approval other than a product specified in the Bid Documents, said product will not be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer at least fourteen (14) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitution would require shall be included. It shall be the responsibility of the Bidder to include in his bid all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Designer to have requested and/or received a complete set of Bid Documents.

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

4.4.3 In accordance with La. R.S. 38:2212(O)(2)(b) addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised

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

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

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

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided in the project documents.

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

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

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

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

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as

indicated on the Unit Price Form, but are not the sole components thereof.

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

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

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

5.2 Bid Security

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

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

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

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

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

5.2.3 All checks received in lieu of a bid bond will be returned after award or receipt of performance bond from the successful bidder, if required, or if solicitation is cancelled. Checks will be returned to bidder by certified mail with return receipt requested. No check will be given to anyone without approval from the Director or written authorization from the authorized representative submitting the bid.

5.3 Submission of Bids

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

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

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

McNeese State University, Purchasing
Department,
Box 92415
Lake Charles, Louisiana, 70609.

Bids sent by express delivery or hand delivered shall be delivered to: McNeese State University
Purchasing Department
150 Lawton Drive
Smith Hall Room 120A
Lake Charles, Louisiana 70607

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

after the time and date for receipt of bids will be returned unopened.

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

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

5.5 Prohibition of Discriminatory Boycotts of Israel

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

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

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

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

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

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

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

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

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

7.1.3 The lowest responsive and responsible Bidder shall submit to the Designer and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of FPC based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system.

This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)(a)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low Bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to McNeese State University within 10 days after the opening of bids. The Attestations Affidavit may also be submitted in the bid envelope.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, McNeese State University.

8.2 Time of Delivery and Form of Bond

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

8.2.2 Bond shall be in the form furnished in bid documents, Entitled Contract Between Owner And Contractor And Performance And Payment Bond, a copy of which is included in the Bid Documents.

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

9.2.1 After award of the Contract and prior to Contract execution, the successful Bidder, if a corporation, shall have on file with the Louisiana Secretary of State, a Disclosure of Ownership Affidavit, in accordance with La. R.S. 12:1-1622, 12:205(C) and 12:304(A)(11).

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

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

9.2.4 Recordation Certificate:

Contractor shall upon receipt of executed contract, record the contract with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and deliver that certificate, the executed contract and a Performance and Payment bond to the MSU Purchasing Department within a period of fourteen days'

9.2.5 Progress Payments:

The following payment schedule shall apply:
For contracts with a completion date of more than thirty (30) days:
On or about the first day of each month, ninety percent (90%) of the value based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the owner, less the aggregate of

previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to the ninety percent (90%) of the Contract Price.

For contracts with a completion date of thirty (30) days or less:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price.

9.2.6 Acceptance:

Upon satisfactory completion of work a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed. Forty-five (45) days after filing this Notice the Contractor shall furnish the Owner with a clear Lien Certificate from the Clerk of Court along with a final invoice for the remaining ten percent (10%).

Name of Project

Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)

- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)

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

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

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

Name of Project

Project No.

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

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

Notary Public

Facility Planning & Control
CHANGE ORDER

PROJECT NAME: _____ CHANGE ORDER No. _____
 PROJECT & WBS No: _____ CONTRACT DATE: _____
 CONTRACTOR: _____ NTP DATE: _____
 SITE CODE: _____ STATE ID: _____ SRM No.: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

The Original Contract Sum _____
 Total Changes by Previous Change Order(s) _____
 Current Contract Sum _____
 Contract Sum will be unchanged increased by decreased by: _____
New Contract Sum _____
 The Original Contract Completion Date and Contract Time. Date: _____ DAYS
 Total Time extended by Previous Change Order(s) _____ DAYS
 Contract Time will be unchanged increased by decreased by: _____ DAYS
New Contract Completion Date & Contract Time Date: _____ DAYS
Added Building Area _____ (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED Designer's Name: _____ **ACCEPTED** Contractor's Name: _____ **APPROVED** Project Manager: _____

Address: _____ Address: _____ Facility Planning & Control

Email Address: _____ Email Address: _____

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	_____	Miscellaneous (Type "M")	_____
Error (Type "E")*	_____	Owner Requested (Type "R")	_____
COMMENTS: _____		Senior Manager/Assistant Director approval: _____	

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: _____

Design Firm Name and Address

DATE: _____
PROJECT NAME: _____
PROJECT & WBS NUMBER: _____
SITE CODE: _____ STATE ID: _____ SRM #: _____
CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____
FINAL CONTRACT AMOUNT: \$ _____
FINAL BUILDING AREA (SQ. FEET): _____

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: _____
CONTRACT DATE OF COMPLETION: _____
NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____
LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ _____
VALUE OF PUNCH LIST \$ _____
Was part of project occupied prior to Acceptance? No Yes, see attached Partial Occupancy Forms
ADA Certificate of Compliance Required? No Yes, see attached form.
La. Building Code Certificate of Compliance Required? No Yes, see attached form.

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE: _____
ROOFER: _____ START DATE: _____ END DATE: _____

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

CERTIFICATE OF COMPLIANCE
with
Americans with Disabilities Act and Architectural Barriers Act
Accessibility Guidelines

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: _____

Design Firm Name and Address

PROJECT NAME: _____

PROJECT & WBS #: _____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

Designer Signature Date: _____

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM:

Design Firm Name and Address

PROJECT NAME:

PROJECT & WBS #:

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

(Signature of Designer or Owner/User) Date: _____

SCHEDULE OF VALUES

The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)

	Quantity	Cost
DIVISION 01 – GENERAL REQUIREMENTS		
01 00 00 General Requirements	_____	_____
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.	_____	_____
	TOTAL	_____
DIVISION 02 – EXISTING CONDITIONS		
02 30 00 Subsurface Investigation	_____	_____
02 41 00 Demolition	_____	_____
	TOTAL	_____
DIVISION 03 – CONCRETE		
03 01 00 Maintenance of Concrete	_____	_____
03 11 00 Concrete Forming	_____	_____
03 15 00 Concrete Accessories	_____	_____
03 20 00 Concrete Reinforcing	_____	_____
03 30 00 Cast-in-place Concrete	_____	_____
03 40 00 Precast Concrete	_____	_____
03 50 00 Cast Decks & Underlayment	_____	_____
	TOTAL	_____
DIVISION 04 – MASONRY		
04 01 00 Maintenance of Masonry	_____	_____
04 05 13 Masonry Mortaring	_____	_____
04 05 19 Masonry Anchorage & Reinforcing	_____	_____
04 05 23 Masonry Accessories	_____	_____
04 20 00 Unit Masonry	_____	_____
	TOTAL	_____
DIVISION 05 – METALS		
05 05 23 Metal Fastenings	_____	_____
05 10 00 Structural Metal Framing	_____	_____
05 20 00 Metal Joists	_____	_____
05 30 00 Metal Decking	_____	_____
05 50 00 Metal Fabrications	_____	_____
05 58 00 Formed Metal Fabrications	_____	_____
	TOTAL	_____
DIVISION 06 – WOOD, PLASTICS, & COMPOSITES		
06 05 23 Fastening and Adhesives	_____	_____
06 10 00 Rough Carpentry	_____	_____
06 13 00 Heavy Timber	_____	_____
06 17 00 Shop-fabricated Structural Wood	_____	_____
06 20 00 Finish Carpentry	_____	_____
	SUB-TOTAL	_____

DISISION 06 – WOOD, PLASTICS, &
COMPOSITES (CONTINUES)

06 40 00	Architectural Woodwork	_____	_____
06 60 00	Plastic Fabrications	_____	_____
06 80 00	Composite Fabrications	_____	_____
	TOTAL		_____

DIVISION 07 – THERMAL AND MOISTURE
PROTECTION

07 10 00	Dampproofing and Waterproofing	_____	_____
07 18 00	Traffic Coatings	_____	_____
07 19 00	Water Repellents	_____	_____
07 21 00	Thermal Insulation	_____	_____
07 24 00	Exterior Insulation & Finish Systems	_____	_____
07 25 00	Weather Barriers	_____	_____
07 31 00	Shingles and Shakes	_____	_____
07 32 00	Roof Tiles	_____	_____
07 40 00	Roofing and Siding Panels	_____	_____
07 50 00	Membrane Roofing	_____	_____
07 60 00	Flashing and Sheet Metal	_____	_____
07 61 00	Sheet Metal Roofing	_____	_____
07 70 00	Roof & Wall Specialties and Accessories	_____	_____
07 80 00	Fire and Smoke Protection	_____	_____
07 90 00	Joint Protection	_____	_____
07 95 00	Expansion Control	_____	_____
	TOTAL		_____

DIVISION 08 – OPENINGS

08 11 00	Metal Doors and Frames	_____	_____
08 14 00	Wood Doors	_____	_____
08 15 00	Plastic Doors	_____	_____
08 30 00	Specialty Doors and Frames	_____	_____
08 41 00	Entrances and Storefronts	_____	_____
08 44 00	Curtain Wall and Glazed Assemblies	_____	_____
08 51 00	Metal Windows	_____	_____
08 52 00	Wood Windows	_____	_____
08 53 00	Plastic Windows	_____	_____
08 56 00	Special Function Windows	_____	_____
08 60 00	Roof Windows and Skylights	_____	_____
08 70 00	Hardware	_____	_____
08 80 00	Glazing	_____	_____
08 90 00	Louvers and Vents	_____	_____
	TOTAL		_____

DIVISION 09 – FINISHES

09 22 00	Supports for Plaster and Gypsum Board	_____	_____
09 23 00	Gypsum Plastering	_____	_____
09 24 00	Portland Cement Plastering	_____	_____
09 29 00	Gypsum Board	_____	_____
09 30 00	Tiling	_____	_____
	SUB-TOTAL		_____

DIVISION 09 – FINISHES (CONTINUED)

09 50 00 Acoustical Ceilings	_____	_____
09 54 00 Specialty Ceilings	_____	_____
Quantity	_____	_____
09 61 00 Flooring Treatment	_____	_____
09 62 00 Specialty Flooring	_____	_____
09 63 00 Masonry Flooring	_____	_____
09 64 00 Wood Flooring	_____	_____
09 65 00 Resilient Flooring	_____	_____
09 66 00 Terrazzo Flooring	_____	_____
09 68 00 Carpeting	_____	_____
09 69 00 Access Flooring	_____	_____
09 97 00 Wall Finishes	_____	_____
09 91 00 Painting	_____	_____
09 97 00 Special Coatings	_____	_____
	TOTAL	_____

DIVISION 10 – SPECIALTIES

10 11 00 Visual Display Surfaces	_____	_____
10 14 00 Signage	_____	_____
10 21 00 Compartments and Cubicles	_____	_____
10 22 00 Partitions	_____	_____
10 26 00 Wall and Door Protection	_____	_____
10 28 00 Toilet, Bath, and Laundry Accessories	_____	_____
10 44 00 Fire Protection Specialties	_____	_____
10 51 00 Lockers	_____	_____
10 56 00 Storage Assemblies	_____	_____
10 82 00 Grilles and Screens	_____	_____
	TOTAL	_____

DIVISION 11 – EQUIPMENT

11 15 00 Security, Detention, and Banking Equipment	_____	_____
11 19 00 Detention Equipment	_____	_____
11 23 00 Commercial Laundry and Dry Cleaning Equipment	_____	_____
11 26 00 Unit Kitchens	_____	_____
11 27 00 Photographic Processing Equipment	_____	_____
11 40 00 Foodservice Equipment	_____	_____
11 51 00 Library Equipment	_____	_____
11 52 00 Audio-Visual Equipment	_____	_____
11 53 00 Laboratory Equipment	_____	_____
11 61 00 Theater and Stage Equipment	_____	_____
11 65 00 Athletic and Recreational Equipment	_____	_____
11 70 00 Healthcare Equipment	_____	_____
	TOTAL	_____

DIVISION 12 – FURNISHINGS

12 20 00 Window Treatments	_____	_____
12 30 00 Casework	_____	_____
12 40 00 Furnishings and Accessories	_____	_____
12 50 00 Furniture	_____	_____
	TOTAL	_____

DIVISION 13 –SPECIAL CONSTRUCTION

13 10 00	Special Facility Components	_____	_____
13 34 00	Fabricated Engineered Structures	_____	_____
13 49 00	Radiation Protection	_____	_____
	TOTAL	_____	_____

DIVISION 14 – CONVEYING EQUIPMENT

14 20 00	Elevators	_____	_____
14 30 00	Escalators and Moving Walks	_____	_____
14 40 00	Lifts	_____	_____
14 80 00	Scaffolding	_____	_____
	TOTAL	_____	_____

DIVISION 21 – FIRE SUPPRESSION

21 10 00	Water-Based Fire-Suppression Systems Piping	_____	_____
21 20 00	Fire-Extinguishing Systems	_____	_____
21 30 00	Fire Pumps	_____	_____
	TOTAL	_____	_____

DIVISION 22 – PLUMBING

22 07 00	Plumbing Insulation	_____	_____
22 11 00	Facility Water Distribution	_____	_____
22 13 00	Facility Sanitary Sewerage	_____	_____
22 14 00	Facility Storm Drainage	_____	_____
22 30 00	Plumbing Equipment	_____	_____
22 40 00	Plumbing Fixtures	_____	_____
	TOTAL	_____	_____

DIVISION 23 – HEATING, VENTILATING, & AIR-
CONDITIONING

23 05 93	Testing, Adjusting, & Balancing for HVAC	_____	_____
23 07 00	HVAC Insulation	_____	_____
23 09 00	Instrumentation & Control for HVAC	_____	_____
23 13 00	Facility Fuel-Storage Tanks	_____	_____
23 20 00	HVAC Piping and Pumps	_____	_____
23 30 00	HVAC Air Distribution	_____	_____
23 40 00	HVAC Air Cleaning Devices	_____	_____
23 50 00	Central Heating Equipment	_____	_____
23 60 00	Central Cooling Equipment	_____	_____
23 70 00	Central HVAC Equipment	_____	_____
	TOTAL	_____	_____

DIVISION 26 – ELECTRICAL

26 09 00	Instrumentation & Control for Electrical Systems	_____	_____
26 10 00	Medium-Voltage Electrical Distribution	_____	_____
26 20 00	Low-Voltage Electrical Transmission	_____	_____
26 27 00	Low-Voltage Distribution Equipment	_____	_____
26 30 00	Facility Electrical Power Generating & Storage Equipment	_____	_____
26 40 00	Electrical and Cathodic Protection	_____	_____
26 50 00	Lighting	_____	_____
	TOTAL	_____	_____

DIVISION 27 – COMMUNICATIONS

27 10 00	Structured Cabling	_____	_____
27 20 00	Data Communications	_____	_____
27 30 00	Voice Communications	_____	_____
27 40 00	Audio-Video Communications	_____	_____
27 50 00	Distributed Communications & Monitoring Systems	_____	_____
	TOTAL	_____	_____

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 10 00	Electronic Access Control & Intrusion Detection	_____	_____
28 20 00	Electronic Surveillance	_____	_____
28 30 00	Electronic Detection and Alarm	_____	_____
28 40 00	Electronic Monitoring and Control	_____	_____
	TOTAL	_____	_____

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing	_____	_____
31 20 00	Earth Moving	_____	_____
31 31 00	Soil Treatment	_____	_____
31 32 00	Soil Stabilization	_____	_____
31 40 00	Shoring and Underpinning	_____	_____
31 50 00	Excavation Support and Protection	_____	_____
31 60 00	Special Foundations and Load- Bearing Elements	_____	_____
	TOTAL	_____	_____

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving	_____	_____
32 30 00	Site Improvements	_____	_____
32 90 00	Planting	_____	_____
	TOTAL	_____	_____

DIVISION 33 – UTILITIES

33 10 00	Water Utilities	_____	_____
33 30 00	Sanitary Sewerage Utilities	_____	_____
33 40 00	Storm Drainage Utilities	_____	_____
33 50 00	Fuel Distribution Utilities	_____	_____
33 60 00	Hydronic & Steam Energy Utilities	_____	_____
33 70 00	Electrical Utilities	_____	_____
33 80 00	Communications Utilities	_____	_____
	TOTAL	_____	_____

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
	TOTAL	_____	_____

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
	TOTAL	_____	_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL
EQUIPMENT

44 40 00 Water Treatment Equipment
44 41 00 Packaged Water Treatment Plants
44 50 00 Solid Waste Control

_____	_____
_____	_____
_____	_____
TOTAL	_____

DIVISION 45 – INDUSTRY SPECIFIC
MANUFACTURING
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER
GENERATION

48 10 00 Electrical Power Generation Equipment
48 70 00 Electrical Power Generation Testing

_____	_____
_____	_____
TOTAL	_____