



Purchasing Department

Purchasing Department
P.O. Box 9534
Baton Rouge, LA 70813
Phone: (225) 771-4580
Fax: (225) 771-2026

Addendum Number 1
April 20, 2026

Seymour Modular Classroom
Southern University and A&M College
Baton Rouge, Louisiana 70813

Bid # 50016-10351

10:30 A.M.

May 4, 2026

The following modifications to the referenced project shall be incorporated into the original specifications and/or plans. Unless a change is specifically made by addendum, the specifications and/or plans as issued shall govern.

Bids shall be accepted in the Purchasing Department by above date and time

Note: Vendors are required to acknowledge receipt of this addendum on the Louisiana Uniform Public Work Bid Form

Attachments:

- Pre-Bid meeting Sign-in Sheets
- Additional Site Visits
- Clarifications
- Davis Bacon Compliance
- Modifications to Specifications
- Prior Approvals Statement
- Revised Instructions to Bidders Sheets (pages 3 & 4 Debarment statement and Davis Bacon Act requirements changed to federal funded)
- For additional site visits notify Southern University Facilities Departments: wynton.johnson@sus.edu or kestee_weir@subr.edu

Handwritten signature of Linda Antoine in blue ink.

Linda Antoine, Director of Purchasing

Date 4/20/2026

SEYMOUR MODULAR CLASSROOM BUILDING

SOUTHERN UNIVERSITY AND AGRICULTURAL & MECHANIC COLLEGE

Addendum 01

H/S Project: 26003

Addendum: 01

Date: 4.20.2026

This Addendum forms a part of the Contract Documents and modifies the original specifications and drawings issued for bidding to the extent noted hereinafter. All other provisions of the Bid Documents shall remain unchanged.

Careful note of this Addendum will be taken by all parties of interest so that proper allowances are made in all computations, estimates and contracts and so that all trades affected are fully advised in the performance of the work that will be required of them. Acknowledge receipt of this Addendum on the Bid Form.

General

- 1.01 Pre-Bid Meeting Sign-In Sheet:** A copy of the mandatory Pre-Bid Sign in sheet is included herein as part of this addendum.
- 1.02 Additional Site Visits:** Bidders will be allowed to visit the site during normal business hours at their convenience. However, before visiting, Bidders must notify Southern University System Facilities department. wynton.johnson@sus.edu or kestee_weir@subr.edu

Modifications to Previous Addenda

- 1.03 None.**

Clarifications

- 1.04 Delegated Design Requirements:** Modular buildings and their foundations shall comply with performance requirements and design criteria, signed and sealed by the Louisiana Licensed Professional Engineer responsible for their preparation. This includes architectural, structural, plumbing, HVAC, and electrical.
- 1.05 Finished Floor Elevation (FFE):** The finished floor elevation of the modular building is stated on Sheet 101. The finished floor elevation shall be 65.50 feet (NAVD 88). A topographic survey is included in the Bid Documents stating the existing grade elevations. Bidders are to use this data to determine ADA accessible ramps and steps required.
- 1.06 Compliance with Davis-Bacon Act is required.**

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the **locally prevailing wages and fringe benefits** for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Modifications to the Procurement and Contracting Requirements

1.07 None.

Modifications to the Specifications

1.08 Refer to Bid Document Specifications dated March 2, 2026. Refer to Section 13 34 23.13 – Portable and Mobile Buildings; Part 2 – Products; Line item 2.1 O. Delete in its entirety and replace with the following.

O. Roof System: Manufacturer's standard leak free warranty and warranted for weather tightness for duration of 10 years with gutters and downspouts (See drawings for locations). Roofing system shall be standing seam metal roofing -24 gage. Standard color will be selected by owner at a later date.

1.09 Refer to Bid Document Specifications dated March 2, 2026. See "Southern University And A&M College Instructions to Bidders For Southern University Baton Rouge Campus Request for Bid". Delete this document in its entirety and replace with the attached "Southern University And A&M College Instructions to Bidders For Southern University Baton Rouge Campus Request for Bid" dated April 20, 2026. Note: Compliance with Davis-Bacon Act is now required.

Modifications to the Drawings

1.10 None.

Prior Approvals

The following manufacturers, equipment, materials, or products have been Prior Approved for use on this project. Approvals are based upon the opinion, knowledge, information and belief of the Architect at the time of issuance of this Addendum and reliance upon the data submitted. Approvals are therefore interim in nature and subject to reconsideration as additional data, materials, workmanship, and coordination with other work are observed and reviewed. All items allowed by this Addendum are subject to the full provisions of the original contract documents including all modifications thereto and shall be warranted as substitutions conforming with the contract documents as provided for in the General Conditions. In proposing items allowed by this Addendum, bidder assumes all risk, costs, and responsibility for item's final acceptance, performance, and integration into the work.

None

END OF ADDENDUM.

PRE-BID CONFERENCE & SITE-VISIT: APRIL 14, 2026 @ 10:30 AM - BID NUMBER 10351
 SOUTHERN UNIVERSITY AND A&M COLLEGE-SEYMOUR MODULAR CLASSROOM
 PRE-BID & SITE LOCATION: PHYSICAL PLANT DEPARTMENT/BENJAMIN H. KRAFT BLDG/515 JAMES L. HUNT STREET

PLEASE PRINT CLEARLY IN THE APPROPRIATE AREAS (IN INK ONLY)

COMPANY	REPRESENTATIVE (PLEASE PRINT)	ADDRESS (BOX#, STREET, CITY, STATE, ZIP)	EMAIL ADDRESS	PHONE NO.
J. Reed Constructors, Inc	Cindy Crumholt	9802 S. Perdue Ave Baton Rouge, LA 70814 19545 Riverblossom Dr	cindy@reedconstructors.net	225.201.8826
CEM Construction	Michael Hebert	Baton Rouge, LA 70816	michael@cemcontractors.com	225-800-8883
Mapp Maintenance	Ben Knobloch	344 Third St. Baton Rouge, LA 70801	mboquet@mappbuilt.com	225 - 776 - 1343
MAPP	Tommy Serpas	344 Third St. Baton Rouge, LA 70801	tommy.serpas@mppbuilt.com	225.757-0111
J.W. Grand	GREGORY FLITTER	5940 PERKINS RD BATON ROUGE, LA 70808	bids@jwgrand.com	225-767-3724
Modular Genius	Kim Waters	BOX 596 - Sineads, Ft. 38460 120 Mountain Road Sopora, MD.	Kwaters@modulargenius.com	251-753-1166
McGrath Rest Corp DBA Mobilk Modular Management Corporation	Sandra Triche	5305 Robeline Dr. Maurice, LA 70003	Sandra.triche@mobilkmodular.com	(504) 908-7667
Deumite Construction	Drew Schwan	10849 Perkins Rd #A, Baton Rouge, LA 70810 505 - N - F35	R.Goudeau@Deumite.com	625) 769-2948
Palomar Modular	MIKE GAWLEY	D-5070 TEXAS 75115	mgawley@palomarmodular.com	469-727-0727

ADDENDUM # 1

Form Revised 4/20/2026

**SOUTHERN UNIVERSITY AND A&M COLLEGE
INSTRUCTIONS TO BIDDERS FOR SOUTHERN UNIVERSITY
BATON ROUGE CAMPUS
REQUEST FOR BID**

PROJECT: SEYMOUR MODULAR CLASSROOM

LOCATION: BATON ROUGE CAMPUS

BID DUE DATE AND TIME: MAY 4, 2026 @ 10:30 AM

BID NUMBER 50016-10351

Bids submitted are subject to provisions of La.R.S.38:2212 Purchasing Rules and Regulations; Executive Orders; and the General Terms and Conditions, listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

BIDS MAY BE SENT BY MAIL OR HAND-DELIVERED TO:

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage Drive
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Electronic submittal: Use link to submit bid online:

<http://www.sus.edu/bidcertification>

MANDATORY PRE-BID CONFERENCE & SITE VISIT: APRIL 21, 2026 @ 10:30 AM

LOCATION:

Physical Plant Department
Benjamin H. Kraft Building-515 James L. Hunt Street
Southern University Campus
Baton Rouge, LA 70813
Site Telephone No. 225-771-4741 or 225-771-6241

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.**
Email: linda_antoine@subr.edu

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on university standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered.

2. Envelope (if mailed)

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the *company's name, complete address, bid number, time and date of bid opening, and license number, if applicable.*

Bidder is responsible for means of delivery of bid.

1 This document will be included with successful bidder contract

Louisiana Contractors License Number shall be placed on the outside of the envelope.

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

4. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

5. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.

6. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by **L.R.S. 39:1695**.

7. Deliveries

Bids may be rejected if the delivery or completion time indicated is longer than that specified in the IFB.

8. Vendor Invoices

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.

9. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991, state agencies will no longer be required to pay state sales tax.

10. New Products

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

11. Contract Renewals, Multi-Year Contracts (if applicable)

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty-six (36) months.

12. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract, (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

2 This document will be included with successful bidder contract

13. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

14. Fiscal Funding Clause (Renewal Contracts Only)

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multi-year contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

15. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

16. Order of Priority

In the event there is a conflict between the Instructions to Bidders, the General Terms and Conditions will govern.

17. Applicable Law

All contracts will be construed in accordance with and governed by the laws of Louisiana. Vendors shall follow applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

18. No Suspension or Debarment (\$25,000 or more)

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

XX Federal Funded Non-Federal Funded

19. E-VERIFY (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

20. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

21. Discriminatory Boycotts of Israel

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

22. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

3 This document will be included with successful bidder contract

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entities or association's status as a firearm entity or firearm trade association;

The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entities or association's status as a firearm entity or firearm trade association.

23. Mutual Indemnification

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

24. Fair Labor Standards Act

Contractor shall comply with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

25. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

XX Federal Funded

 Non-Federal Funded

26. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website. Businesses include minority and women.

27. Public Works Projects (R.S. 38:2227)

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

28. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

29. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to affect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven

(7) working days prior to the bid opening date of their need for special accommodations. If the accommodation requested cannot be reasonably provided, the individual will be so informed prior to the bid opening.

30. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

31. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

32. Prosecution of Work

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

33. Termination of the Contract for Convenience

The State/University may terminate the contract at any time by giving thirty (30) days' written notice to the Contractor of such termination or negotiating an effective date with the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

34. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

35. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractors which relate to this contract.

36. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitution requires prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

37. Acceptance

Upon written notice by the Owner, 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 and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

38. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

39. Clean-Up

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

40. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

41. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

42. Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

43. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

44. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

45. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

46. Signature Authority

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)
A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.

47. Completion Time and Liquidated Damages

48. Additional; Requirements

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS (if applicable); THE PROJECT SPECIFICATIONS, AND SHALL COMPLY WITH APPLICABLE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCREPANCIES PRESENTED IN THESE PLANS PRIOR TO THE START OF WORK.
3. ALL WORK, WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED, SHALL BE CONSIDERED UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR AND WHO WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT IDENTIFIED IN THE PLANS.
6. OWNER SHALL PROVIDE WATER FOR CLEANING OPERATIONS FROM ANY FIRE HYDRANT AT NO COST TO THE CONSULTANT.
7. Southern University Baton Rouge owns and operates a master meter natural gas distribution system on the school campus. The gas system consists of an underground network of pipelines. The purpose of the gas system is to provide a reliable and safe economical source of energy for heating purposes. The pipeline system has the capacity to reliably deliver natural gas. State and federal laws require excavators to notify LA One-Call 2 days before digging. If any excavation is planned, you must notify LA One-Call which will notify the Southern University to locate the gas lines. To obtain additional information or report a gas related

6 This document will be included with successful bidder contract

issue call Southern University Baton Rouge Maintenance Office. The Southern University Maintenance office phone number is 225-771-4741. The LA One-Call Center phone number is 811.

7 This document will be included with successful bidder contract