

DOCUMENT 00 0023

ADVERTISEMENT FOR BIDS

Sealed hard copy bids will be received for Nunez Community College until 2:00 P.M., Tuesday, January 16, 2024, at the location below:

Nunez Community College Purchasing Department, c/c Property Warehouse
3710 Paris Road
Chalmette, Louisiana 70043
Bid No. 40015-Aerospace Building-2 (Studio Kiro Proj. No. 2305)

Sealed electronic bids will be received by Centerline BidConnect at www.centerlinebidconnect.com until 2:00 P.M., Tuesday, January 16, 2024.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY NUNEZ COMMUNITY COLLEGE OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: AEROSPACE BUILDING RENOVATION NUNEZ COMMUNITY COLLEGE (40015-Aerospace Building-2)

Complete Bidding Documents for this project are being distributed in pdf electronic form on behalf of the Owner by Centerline BidConnect. They may be obtained without charge and without deposit from the Public Plan Room at www.centerlinebidconnect.com. Printed copies are not available from the Owner or Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

Centerline
Phone: 504-291-5738
Email: bidconnect@centerline.co

Questions about this procedure shall be directed to the Designer at:

Studio Kiro
Phone: (504) 432-9583
Email: miwako@studiokiro.com

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

**A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD
at 2:00 P.M. on Wednesday, December 20th, 2023 at 3710 Paris Road, Chalmette, Louisiana in the Admin Large Conference
Room on the first floor; a non-mandatory jobsite visit to the building at 100 West Virtue Street will occur afterwards.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Building Construction Commercial Contractor. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Nunez Community College is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at www.doa.la.gov/Pages/ofpc/Index.aspx.

STATE OF LOUISIANA
NUNEZ COMMUNITY COLLEGE
DR. TINA TINNEY, CHANCELLOR

The Advocate: December 15, 2023
December 18, 2023
December 26, 2023

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INSTRUCTIONS TO BIDDERS

ARTICLE 1

PROJECT TITLE AND BID OPENING DATE & TIME

- 1.1** Project Title: Aerospace Building Renovation - Nunez Community College
(N.C.C. Bid No. 40015-Aerospace Building-2)
Bid Opening Date & Time: **January 16, 2023 at 2:00 PM CST**

ARTICLE 2

BIDDERS REPRESENTATION

- 2.1 Each Bidder by making his Bid represents that:

- 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- 2.1.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

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

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

- 2.1.3 His Bid is based solely upon the materials, systems, and equipment described in the Bidding Documents, as advertised and as modified by Addenda.
- 2.1.4 When a discrepancy or ambiguity arises between the written specifications and the drawings, the document which is more stringent, or which benefits the College more as determined by the Director, shall govern.
- 2.1.5 His Bid is not based on any verbal instructions contrary to the Bidding Documents and Addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect for the location of the work before submitting his Bid. The Contractor shall be responsible for determining that all of his/her Sub-bidders or prospective Subcontractors are duly licensed in accordance with the law. (See

paragraph 4.1.8)

- 2.3 The College reserves the right to examine the successful Bidders past payroll records and those of any subcontractor to determine whether the employees being used on the contract are regularly employed. The College also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the Bidder intends to use laborers or unskilled workman on any aspect of the Contract, the Bidder must furnish a list of tasks to be performed by said laborers and unskilled workmen with their Bid.
- 2.4 If the Contractor is required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting and extensions of any completion deadlines or waiver of any liquidated damages specified elsewhere in the Bid Documents.
- 2.5 The College reserves the right to reject any and all bids at its discretion.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Copies

- 3.1.1 Complete sets of Bid Documents may be obtained from Nunez's Purchasing Department

The Bidding Documents consist of the Instruction to Bidders, Forms, Technical Specifications and Drawings. Changes to the work made after the contract signing shall be documented by a Change Order.

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

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither the College nor its Consultant(s) assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The College or Consultant in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bidding Documents

- 3.2.1 Interpretation, correction of change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the Bidding documents made in any other manner will not be binding, and Contractor shall not rely upon such interpretations, corrections and changes.

- 3.2.2 It shall be the Contractor's responsibility to make inquiry as to Addenda issued. All issued Addenda must be acknowledged on the Bid Form and shall become part of the Contract. Neither the College nor its Consultant(s) will be responsible for any explanation or interpretations of the Bidding Documents not covered by written, issued Addenda.
- 3.2.3 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the College's Purchasing Representative at least seven (7) days prior to the date for receipt of Bids.

3.3 Substitutions

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed without approval.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the College Representative at least (7) seven days prior to the due date and time for receipt of bids.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

- 3.3.3 If the College approves any proposed substitution, such approval will be set forth in an addendum. Bidder shall not rely upon approvals made in any other manner.

3.4 Addenda

- 3.4.1 Addenda will be emailed or faxed to all Contractors in attendance at the non-mandatory Pre-Bid Conference or to all Bidders if No mandatory Pre-Bid Conference is scheduled.
- 3.4.2 Copies of the Addenda will be made available for inspection wherever the Bidding Documents are on file for that purpose.
- 3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the due date and time set for the opening of Bids, excluding Saturdays, Sundays, and any other legal holidays. However, if the necessity arises to issue an Addendum modifying plans and specifications within the seventy-two (72) hour period prior to the time for the opening of Bids, then the opening of Bids shall be extended by exactly one (1) week, without the requirement of re-advertising.
- 3.4.4 The College shall have the right to extend the Bid date by up to thirty (30) days without the requirement of re-advertising. Any such extension shall be made by Addenda issued by the

Purchasing Office.

- 3.4.5 Each Bidder shall ascertain from Nunez's Purchasing Office prior to submitting his Bid that he has received all Addenda issued. Receipt must be acknowledged on the Bid Form where noted.

3.5 Ownership

All records, reports, documents and other materials delivered or transmitted to Contractor by Nunez Community College shall remain the property of Nunez Community College, and shall be returned by the Contractor to the College, at the Contractor's expense, at the termination or expiration of the Contract. All records, reports documents, or other material related to this contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of DCC, and shall, upon request, be returned by Contractor to DCC, at Contractor's expense at termination of this Contract.

3.6 Non-assignability

No Contractor shall assign any interest on this contract by assignment, transfer, or novation, without prior written consent of Nunez Community College. This provision shall not be construed to prohibit the contractor for assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Nunez.

ARTICLE 4 BID PROCEDURE

4.1 Form and Style of Bids

- 4.1.1 Bids must be submitted on the forms provided by the College.
- 4.1.2 All blanks on the Bid Form shall be filled in by either electronic means, typewriter or manually in ink. Signature in mandatory in ink.
- 4.1.3 Where indicated on the Bid Form, sums must be expressed in both words and figures, and in the case of discrepancy between the two, the written words shall govern.
- 4.1.4 Any interlineations, alteration, or erasure must be initialed by the signer of the Bid or his authorized representative.
- 4.1.5 Bidders are cautioned to complete all alternates should such be required on the Bid Form. Failure to submit alternate prices will render the proposal informal and shall cause its rejection.
- 4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid in any other manner.

- 4.1.7 The Bid shall include the legal name of the Bidder and the Bid must be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid submitted by and agency shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder. The name and license number on the outside of the envelope shall be the same as on the Bid Form.

In accordance with R.S. 38:2212(A) (1) (c), the person signing the Bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the Secretary of State; or 2) An individual authorized to bind the vendor, and Bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the College.

By signing this Bid, the Bidder certifies compliance with the above.

- 4.1.8 On any Bid of Fifty Thousand Dollars (\$50,000) or more, the Contractor shall certify that he is licensed under R.S. 37:2150-2173 by placing his signature on the appropriate blank on the Bid Form.

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

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

Bids in excess of Fifty Thousand Dollars (\$50,000) received from Contractor's not licensed under the above classification will not be considered.

4.2 Bid Security

- 4.2.1 Bid Security must accompany the Bid in the sealed envelope. Bidder is to attach a certified check, cashier's check, or the Nunez Community College Bid Bond Form in the amount of 5% of the sum of the base Bid and all alternates, as evidence of good faith. Bidders are hereby notified that Bank Checks, Official Bank Checks or similar are not acceptable as bid security. Certified or cashier's checks are to be drawn in favor of Nunez Community College.
- 4.2.2 The bid bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholder's surplus as shown in A.M. Best's Key Rating Guide (LSA-R.S. 38:2218.C). If the bid security is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications. Any Bond submitted other than on this Bond Form shall cause the Bid to be rejected.
- 4.2.3 Bid Security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bidding Documents.

4.3 Submission of Bids

- 4.3.1 Bids must be sealed in an envelope with the project title clearly indicated on the outside of the envelope and will be received until the time and place specified in these Bidding Documents. It shall be the specific responsibility of the Bidder to deliver his Bid to the College's Purchasing Office prior to the announced time. Late Bids not accepted.

If the Bid is sent by mail or express delivery, the sealed envelope shall be addressed to: Nunez Community College, Purchasing Department c/o Property Warehouse, 3710 Paris Road, Chalmette, LA 70043 and shall bear the name and number of the project on the outside of the express mail packaging.

Sealed electronic bids will be received by Centerline BidConnect at www.centerlinebidconnect.com until 2:00 PM CST Tuesday, January 16, 2023.

- 4.3.2 Bids are to be delivered to the designated location prior to the time on the date for receipts of Bids indicated in these Bid Documents, or any extension thereof made by Addendum.
- 4.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
- 4.3.4 Oral, telephonic, telegraphic or faxed Bids are invalid and shall not receive consideration.
- 4.3.5 The College will not consider notations written on the outside of the Bid envelope which have the effect of amending the Bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Bidder or his representative, shall be accepted.

4.4 Modification or Withdrawal of Bid

- 4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of Bids, and the Bidder so agrees in submitting his Bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quality of work, labor, material, or services made directly in compilation of the Bid, may be withdrawn by the Bidder if clear and convincing sworn, written evidence of such error is furnished to the College's Purchasing Department within forty-eight (48) hours of the Bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid sought to be withdrawn. If the College Purchasing Department determines that the request is qualified per the conditions listed, it shall accept the withdrawal and return the Bid Security to the Bidder.
- 4.4.2 Prior to the time and date designated for the receipt of Bids, Bids submitted early may be modified or withdrawn by written notice to the College Purchasing Department at the place and prior to the time designated for receipt of Bids.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified and resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Opening of Bids

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

5.2 Rejection of Bids

The College shall have the right to reject any or all Bids at their discretion and in particular to reject a Bid not accompanied by any required bid security of data required by the Bidding Documents, or a Bid in any way irregular or incomplete. The provisions and requirements of the Instructions to Bidders, the Advertisement for Bids, and those required on the Bid Form shall not be considered as informalities and shall not be waived.

5.3 Acceptance of Bid

5.3.1 It is the intent of the College, if any alternates are accepted, to accept them in the order in which they are listed on 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 College shall reserve the right to accept alternates in any order which does not affect determination of the low Bidder.

5.3.2 Nunez Community College, upon receipt of Bids, shall act within thirty (30) calendar days of such receipt to award the contract to the lowest responsible Bidder or reject all Bids. However, the College, by mutually written consent, may agree to extend the deadline of award by one or more extensions of thirty (30) calendar days.

ARTICLE 6 PERFORMANCE AND PAYMENT BOND

6.1 Bond Required

The Bidder shall pay for and provide a Performance shall be written by a & Labor and Material Payment Bond in the full amount of the Bid within ten (1) days after written notice from the College or it's Consultant that the work has been awarded to him. The Bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the Contract, in the plans, specifications or in the manner and mode of payment shall in any manner diminish, enlarge or otherwise modify the obligations

of the bond. The Surety Bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service List of approved bonding companies which is published annually in the Federal Register or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a bond which is to investigate, handle, respond to, provide defense for and in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service List. Companies authorized by this paragraph who are not on the Treasury List shall not write a bond when the penalty exceeds fifteen percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Bond shall be in favor of the College.

6.2 Time of Delivery and Form of Bond

- 6.2.1 The Bidder shall deliver the required bond to the College simultaneous with the execution of the Contract.
- 6.2.2 Bond shall be in the form furnished by Nunez Community College entitled "PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bidding Documents.
- 6.2.3 The Bidder shall require the Attorney-in-Fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

ARTICLE 7

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

7.1 Form to be used

- 7.1.1 The form of the Contract to be used shall be furnished by the College's Purchasing Department, a copy of which is bound in the Bidding Documents.
- 7.1.2 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 and Attestation Clause included in the Contract Documents.

As soon as the Contract has been fully awarded according to law, certified checks will be returned upon request to all Bidders, other than the successful Bidder; the latter's check will be returned upon the signing of the Contract.

Upon the execution of the Contract, Nunez Community College, within thirty (30) days thereafter shall issue to the Contractor, a notice to proceed with the project. However, upon mutual consent by both parties, the notice to proceed may be extended.

- 7.1.3 After the purchase order has been issued, no changes will be made to any part without written

approval for the Director of the Department issuing these Bid Documents. Any proposed change will be submitted in writing with a complete breakdown of all materials, labor and the individual cost of each.

7.2 Successful Bidder's Delivery Schedule

- 7.2.1 The successful Bidder will provide a delivery construction schedule to be submitted within fifteen (15) days after the date established for the Commencement of Work.
- 7.2.2 Schedule Updating: Contractor is to revise the schedule after each meeting, event, or activity where schedule revisions have been recognized or made. Contractor is to distribute the updated schedule within seventy-two (72) hours to the College Representative for review.

7.3 Discriminatory Practices

Both the College and the Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin and shall take affirmative actions as provided by the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color, sex, handicap or national origin. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

7.4 Affirmative Action/Non-Discrimination

If the amount of the contract exceeds \$10,000, the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to the College entering into a Contract. These documents will be in accordance with Chapter 60 of the rules and regulations, Office of Federal Contract Compliance, Equal Opportunity, U.S Department of Labor.

7.5 Recording Contract

- 7.5.1 The Contractor, at his own expense, should record the original executed Contract with the Recorder of Mortgages, Orleans Parish, within five (5) working days of the Contract signing. A NOTICE OF THIS RECORDING MUST BE SENT TO THE PURCHASING OFFICE BEFORE THE PURCHASE ORDER WILL BE ISSUED.
- 7.5.2 Recordation of Certain Change Orders, see General Conditions, 1.16 CHANGES TO THE WORK

7.6 Payments

- 7.6.1 The Contract shall provide payment equal to not more than ninety percent (90%) of the total

contract amount upon completion of the work. The remaining ten percent (10%) shall be paid within forty-five (45) days after the acceptance of the work by the College provided that a clear lien certificate is provided by the Contractor.

- 7.6.2 College standard forms for "Schedule of Values" and "Payment Request" will be provided to the Contractor at the Pre-Construction Conference. An original invoice must accompany the Nunez Community College pay request forms. ONLY PAYMENT REQUESTS SUBMITTED ON THE COLLEG FORM WILL BE PROCESSED FOR PAYMENT. ALL OTHERS WILL BE RETURNED FOR COMPLIANCE WITH THIS REQUIREMENT.
- 7.6.3 When an engineer, designer, or architect is involved with the project, all pay requests must have his or her original signature on the original pay request form **before** they are submitted to the College for processing.
- 7.6.4 No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the College's Project Manager, Director of Facilities or his or her designee, such designee to be made in writing and signed by the Director.
- 7.6.5 All work to be done during normal working hours unless the Director of Facilities grants prior written approval, or the scope of work requires that the work be done after hours.

7.7 Termination of Contract for Convenience

- 7.7.1 The Owner may, at any time, terminate the Contract for the College's convenience and without cause. Upon receipt of written notice from the College of such termination for the College's convenience, the Contractor shall; cease operations as directed by the College's notice; take actions necessary, or that the College may direct, for the protection and preservation of the materials, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and subsequent purchase orders.
- 7.7.2 In case of such termination, the Contractor shall be entitled to receive payment for work executed along with reasonable overhead and profit.
- 7.7.3 The College shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

7.8 Acceptance of Work

Upon substantial completion of the Work, the College shall execute a certificate that the whole work provided for in this Agreement has been completed and approved under the terms and conditions thereof. The Contractor shall then file the acceptance of the whole work, at his expense, with the Recorder of Mortgage in the Parish of St. Bernard.

ARTICLE 8
COMPLETION TIME AND LIQUIDATED DAMAGES

8.1 Contract Time

150 Calendar Days: The Contractor's attention is especially directed to the urgency of this work and that time is of the essence. Once (1) day per month will be added to the contract for adverse weather conditions

8.2 Liquidated Damages

Time is of the essence and completion of the work must be within the Contract Time for Completion stated in section 8.1, subject to such extensions as may be granted by the College for delays identified as beyond the Contractor's control.

The Contractor will be assessed three-hundred dollars (\$300) per day for each calendar day during which the work remains incomplete following the time specified for substantial completion, not as a penalty, but as acknowledged liquidated damages.

ARTICLE 9
PRE-BID CONFERENCE/JOBSITE VISIT

9.1 A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD at 2:00 P.M. on Wednesday, December 20, 2023 at 3710 Paris Road, Chalmette, Louisiana in the Admin Large Conference Room on the first floor; a mandatory jobsite visit to the building at 100 West Virtue Street will occur afterwards.

9.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference and Site Visit shall not be valid unless included in an Addenda issued in accordance with Section 3.4, Instructions to Bidders.

ARTICLE 10
INSURANCE

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

Insurance requirements are set forth in "Supplement I" of these documents.

SUPPLEMENT I

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATIONS

Standardized Insurance Requirements for all Agency Contracts

The following Indemnification Agreement shall be, and is hereby, a provision of the Contract:

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

- II. All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:
 - A. The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.
 - B. The Agency shall be named as an additional insured as regards to negligence by the Contractor/Subcontractor (SSO Form CG 20 10 – current form approved for use in Louisiana)
 - C. The insurance company issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.
 - D. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor/Subcontractor.

- III. **INSURANCE:** The Contractor/Subcontractor, prior to the commencement of work, shall provide at his own expense, proof of the following insurance coverages required by the Contract to the Agency by an insurance company(s) authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating at A-VI or higher. This rating requirement may be waived on Workman's Compensation coverage only.

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

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

- A. Worker's Compensation Statutory in compliance with Compensation Law of Louisiana. Exception: Employers liability to be \$1,00000 when work is over water and involves maritime exposures.
- B. Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage and must also include the following coverages:
 - a. Premises Operations;
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations;
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. Explosion, Collapse and Underground (XCU) Coverage

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

COMBINED SINGLE LIMIT (CSL) AMOUNT OF INSURANCE REQUIRED

Type of	Projects under	Projects \$100,001	Projects over
<u>Construction</u>	<u>\$100,000</u>	<u>up to \$1,000,000</u>	<u>\$1,000,000</u>

New Buildings:

Each Occurrence/

Minimum Limit	\$500,000	\$1,000,000	\$3,000,000
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Aggregate (Applicable to	\$500,000	\$1,000,000	\$3,000,000
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This project only)

Renovations:

Each Occurrence/

Minimum Limit	\$500,000**	\$1,000,000**	\$3,000,000**
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Aggregate	\$500,000**	\$1,000,000**	\$3,000,000**
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While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall

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

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

- D. An Umbrella Policy may be used to meet minimum requirements.

IV. All Property losses shall be made payable to and adjusted with the Agency.

V. All policies of insurance shall be approved by the contracting Agency prior to the inception of any work.

VI. Other insurance required as follows:

Owners Protective Liability (OPL) Insurance shall be furnished by the Contractor and naming the State of Louisiana & Nunez Community College as the Named Insured for Projects over \$50,000.

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

VII. Property Insurance

The General Contractor shall purchase and maintain property insurance upon the entire work included in the Contract for an amount equal to the greater of the full-completed value or the policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The "All Risk" Builder's Risk Insurance must also cover architect's and engineer's fees that may be necessary to provide plans, specifications and supervision of the work for the repair and/or replacement of property damage caused by a covered peril not to exceed 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 Mississippi border. Flood sub-limit shall equal an amount no lower than 10% of the total contract cost per occurrence. Coverage for roofing projects shall not require coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the

owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the Project.

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

RIKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR

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

SUBCONTRACTORS

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

CERTIFICATES OF INSURANCE

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries or 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 cost.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability Insurance, including Personal and Advertising injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) or equivalent, is to be used in the policy. Claims made form is unacceptable.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. ISO form number CA 00 01 (current form approved for use in Louisiana) or equivalent is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
3. Workers Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

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

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverage's

- a. Coverage shall not be cancelled, suspended, or violated by either party (Contractor/Vendor, or the insurer) or reduced in coverage or in limits except after (30) days written notice has been given to the Agency. (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractors/Vendors policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations or requirements, or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor/Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions and volunteers.

E. ACCEPTABILITY OF INSURERS

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor/Vendor 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.

F. VERIFICATION OF COVERAGE

Contractor/Vendor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereof.

In addition to Certificates, Contractor/Vendor shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

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

G. SUBCONTRACTORS

Contractor/Vendor shall include all subcontractors as insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of Subcontractors certificates at any time.

H. WORKERS COMPENSATION INDEMNITY

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

I. INDEMNIFICATION HOLD HARMLESS AGREEMENT

Contractor/Vendor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, All State Departments, Agencies, Boards and Commissions, its Officers, Agents, Servants, Employees, and Volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its Officers, Agents, Servants, Employees and Volunteers.

EXHIBIT A
INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by _____ as a result of any claims, demands, and/or causes of action except
{Contractor/Subcontractor/Lessee/Supplier}

those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for and
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Number and Name

PURPOSE OF CONTRACT: _____

EXHIBIT B

STATE OF LOUISIANA

PARISH/COUNTY OF _____

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

KNOW ALL MEN BY THESE PRESENT that a public contract is contemplated between Nunez Community College and _____, represented by: (print or type) _____ attests that he is empowered and authorized to execute said documents.

FURTHER, (signature) _____, who being duly sworn, does depose and attest that:

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

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

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

SWORN TO AND SUBSCRIBED before me, this ___ day of _____, 20_____.

NOTARY PUBLIC

EXHIBIT C
ATTESTATION CLAUSE, PAST CRIMINAL CONVICTIONS
AS PER LA 38:2227

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

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. 14:23)

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 names 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 of 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. 14:71)
- (e) Issuing Worthless Checks (R.S. 14:71)
- (f) Bank Fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misappropriation of payments (R.S. 14:202)
- (i) Malfeasance in Office (R.S. 14:134)

Aerospace Building Renovation - Nunez Community College

Project Identification

Bid Date/Proposal Date

Name of Bidder (Business Name)

Name of Authorized Signatory of Bidder

Title of Authorized Signatory of Bidder

Signature of Authorized Signatory of Bidder

Date

EXHIBIT D

CONTRACT BETWEEN COLLEGE AND CONTRACTOR

STATE OF LOUISIANA

PARISH OF ST. BERNARD

CONTRACT No. 40015-Aerospace Building-2

A CONTRACT is made and entered into between Nunez Community College, hereinafter called the "Owner" and _____, hereinafter called the "Contractor", whose business address is _____.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

1. Bid Response Form
2. Instructions to Bidders
3. Technical Specifications
4. Non-Collusion Affidavit
5. Attestation Clause Past Criminal Convictions
6. Insurance Requirements and Certificates
7. Enumerated Addenda
8. Indemnifications Agreement
9. Contractor's Bid Response
10. Contractor's Performance and Payments Bonds
11. General Conditions of the Contract for Construction (AIA Document A201 – 2017)
12. Supplemental Conditions
13. Specifications and Drawings

and this Contract and all are made a part of this Contract by reference with the same force and effect as though said Documents were herein set out in full.

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

AEROSPACE BUILDING RENOVATIONS – NUNEZ COMMUNITY COLLEGE

CONTRACT TIME: All work shall commence on a date to be specified in a written order of the Owner and shall be fully completed within one hundred fifty (150) consecutive calendar days from and after said date.

CONTRACT SUM: The Owner agrees to pay the Contractor for the Work described, the Contract

Sum of: _____ which sum

represents the total Contract price.

Payment of this amount is subject to additions or deductions in accordance with change orders as authorized in writing by the Owner.

GOVERNING LAW: This Contract shall be deemed a contract made in Louisiana and shall be governed by the laws of the State of Louisiana.

ENTIRE AGREEMENT: This Contract and any properly executed amendments thereto, and all Contract Documents listed in this Contract shall constitute the complete and exclusive agreement between parties and supersedes all prior oral or written agreements or communication relating to the subject matter of the Contract.

ACCEPTANCE: In witness whereof, this Contract is executed in triplicate, in Chalmette, Louisiana, this _____ day of _____, 2024.

CONTRACTOR NAME

OWNER

SIGNATURE

SIGNATURE

TITLE

TITLE

WITNESS

WITNESS

WITNESS

WITNESS

EXHIBIT E
PERFORMANCE AND PAYMENT BOND

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal (hereinafter the "Principal") and _____, a company organized and existing in the laws of the State of _____, as "Surety", (hereinafter the "Surety"), are held firmly bound unto Nunez Community College, 3710 Parish Road, Chalmette, LA 70043 as Obligee (hereinafter the "Obligee"), in the sum of _____ and _____ DOLLARS (\$_____) for payment whereof the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, 2024 (hereinafter "the Contract") entered into a contract with Obligee for Aerospace Building Renovation - Nunez C.C. (Bid No. 40015-Aerospace Building-2) (hereinafter the "Project") in accordance with Drawings and Specifications prepared by Obligee and _____. The condition of this Performance and Payment Bond shall be that should the Principal herein not perform the contract in accordance with the terms and conditions thereof, or should said Principal not fully indemnify and save harmless the Obligee, from all cost and damages which he may suffer y said Principal's non-performance or should said Principal not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided herein, including by way of example, workman, laborers, mechanics, and furnishers of materials, machinery equipment and fixtures, then Surety agrees and is bound to so perform the Contract upon demand by the Obligee and make said payments in accordance with the law.

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

IN WITNESS THEREOF, the Principal and Surety have hereunto caused the Bond to be duly executed and acknowledged as set forth below this ____ day of _____, 2024.

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

ATTEST:

(Principal)

By:

SEAL

Name

Title

ATTEST:

(Surety)

By:

SEAL

Name:

Attorney in Fact

END OF DOCUMENT (EXHIBIT E)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Nunez Community College
Purchasing Department
3710 Paris Road
Chalmette, Louisiana 70043

BID FOR: Aerospace Building Renovation
Nunez Community College
100 West Virtue Street
Chalmette, Louisiana 70043
Bid No. 40015-Aerospace-Building-2

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: Studio Kiro, LLC and dated: 12 December 2023.

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. 1: Mechanical Lab 106 Build-out for the additive lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2: Electrical Lab 104 Build-out for the additive lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3: Exterior Mechanical Platform w/Louver Screen for the additive 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 FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Nunez Community College
 Purchasing Department
 3710 Paris Road
 Chalmette, Louisiana 70043

BID FOR: Aerospace Building Renovation -
 Nunez Community College
 100 West Virtue Street
 Chalmette, Louisiana 70043
 Bid No. 40015-Aerospace Building-2

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 type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
Not Used	N/A		

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