

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA

INVITATION TO BID

TO FURNISH LABOR AND MATERIALS
TO (identify work to be performed)
AT (building or project location)
FOR THE SOUTHEASTERN (dept of owner representative) DEPARTMENT

ISSUING AGENT: (name of designer's firm)
(name of contact individual)
(address)
(city, state, zip)
Telephone: (xxx) xxx-xxxx

OWNER REPRESENTATIVE: Southeastern Louisiana University
(name & title)
(department name of rep)
(address)
Hammond, LA 70402
Telephone: (985) 549-xxxx

DOCUMENT DEPOSIT/CHARGE: (state cost and refund requirements)

RELEASE DATE: (date 1st ad appears)

BID OPENING DATE: (date set by owner)

BID OPENING DATE: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

PRE-BID CONFERENCE: (time a.m./p.m.), Central Time, (date)

PRE-BID CONFERENCE ATTENDANCE IS MANDATORY FOR ALL PRIME CONTRACTORS. Bidders shall assemble at the project site. The project site is located

(insert information for locating conference meeting place)

Pre-bid conference representation is to be by a principal of the prime contractor submitting the bid or an individual of the company having authority to make financially binding decisions on behalf of the prime contractor. Failure to be represented at the mandatory pre-bid conference shall cause rejection of the bid without further consideration.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

BID FOR: _____

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:

_____ and dated: _____
(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE 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 RS 38:2218(A) is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

BID FOR: _____

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.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

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

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

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

LIQUIDATED DAMAGES:

The Bidder to agree to pay as Liquidated Damages the amount of _____ for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date state on the "Notice to Proceed".

ARTICLE 1

DEFINITIONS

1.1 The Bidding Documents include the following:

Louisiana Uniform Public Work Bid Form
Instructions to Bidders
General Conditions of the Contract for Construction,
 AIA Document A201 - 2007 Edition
Supplementary Conditions
Sample Contract Between Owner and Contractor
Non-Collusive Affidavit
Attestation Clause
Change Order
Project Status
Indemnification Agreement
Other Documents (if applicable)
Specifications
Blueprints/Drawings
Addenda issued during the bid period and acknowledged on the Bid Response Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 - 1997 Edition, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

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

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

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

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, an Architect, Engineer or Landscape Architect.

ARTICLE 2

BIDDER'S REPRESENTATION

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

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

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

2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable. The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 3

BIDDING DOCUMENTS

3.1 Copies

3.1.1 Bidding Documents may be obtained from the Architect for a charge or deposit as stated in the Advertisement for Bids. Deposits will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bidding Documents returned later than ten days after receipt of bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3.2 Interpretation or Correction of Bidding Documents

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

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

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

3.3 Substitutions

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

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

3.4 Addenda

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

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

3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two hour (72) period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirements of readvertising. Owner shall be consulted prior to issuance of such an addendum, and shall approve such issuance.

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

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

ARTICLE 4

BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the forms provided by the Architect.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

4.1.4 Any interlineation, 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 in 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 Bidder and indicate whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

4.1.8 On any bid of fifty thousand dollars (\$50,000.00) or greater, the Contractor shall certify that he is licensed under R.S. 37: 2150-2163 and show his license number on the bid envelope.

4.2 Bid Security

4.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana, signed by the surety's agent or attorney-in-fact, and countersigned by a person who is under Contract with the surety company or bond issuer as a licensed agent in this State and who is residing in this State. The Bid Bond shall be written on a form provided by surety and surety must meet the qualifications stated therein. The Bid Bond shall be in favor of the State of Louisiana, Southeastern Louisiana University, and shall be accompanied by appropriate power of attorney.

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 Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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

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

4.3 Submission of Bids

4.3.1 Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Southeastern Louisiana University at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number, if applicable, of the Bidder. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to: Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402. Bids sent by express delivery shall be delivered to Southeastern Louisiana University, Purchasing & Property Control, North Oak Street Maintenance Complex, Hammond, Louisiana.

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

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

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

4.4 Modification or Withdrawal of Bid

4.4.1 A bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

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

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

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

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud.

5.2 Rejection of Bids

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

5.3 Acceptance of Bid

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

ARTICLE 6

POST-BID INFORMATION

6.1 Submissions

6.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

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

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

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

6.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor. If Louisiana Subcontractors, manufacturers, suppliers and labor will not be used for the project, the Contract must provide detailed explanation as to why they will not be used.

6.1.2 The Contractor will be required to establish to the satisfaction of the Architect the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications

pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material supplier. The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes a Subcontractor's financial failure, abandonment of the project, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

6.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

6.1.4 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter from the manufacturer that the manufacturer will issue the roof system guarantee based on the specified roof system and include the name of the applicator acceptable to the manufacturer for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

ARTICLE 7

PERFORMANCE AND PAYMENT BOND

7.1 Bond Required

7.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under Contract with the surety as a licensed agent in this State and who is residing in this State, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State. The Bond shall be in favor of the State of Louisiana, Southeastern Louisiana University.

7.2 Time of Delivery and Form of Bond

7.2.1 The Bidder shall deliver the required bond to the Owner prior to the execution of the Contract.

7.2.2 Bond shall be in a form acceptable to Southeastern Louisiana University and shall be attached to the CONTRACT BETWEEN OWNER AND CONTRACTOR, a copy of which is included in the Bidding Documents.

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

ARTICLE 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Form to be Used

8.1.1 Form of the Contract to be used shall be furnished by Southeastern Louisiana University, a sample copy of which is bound in the Bidding Documents.

8.2 Award

8.2.1 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, execute the Non-Collusion Affidavit included in the Bidding Documents.

8.2.2 The successful Bidder shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

8.2.3 The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is duly executed.

8.2.4 At the Pre-construction Conference, the Contractor shall furnish a schedule of values for this project.

ARTICLE 9

COMPLETION TIME AND LIQUIDATED DAMAGES

9.1 The completion of the Contract must be within the time stated on the Bid Form, subject to such extensions as may be granted under Paragraph 8.3, "Delays and Extensions of Time" in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount as stated on the Bid Form.

ARTICLE 10

PRE-BID CONFERENCE

10.1 A Pre-Bid Conference shall be held at the project site at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the owner and shall invite in writing the Owner, and all who have received sets of the Bidding Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

10.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with paragraph 3.4 of the Instructions to Bidders.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

In Subparagraph 1.1.1 delete the third sentence, and add the following sentence:

"The Contract Documents shall include the Bidding Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda."

1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS [R.S.38:2317]

1.6.1 In the third sentence: delete the remainder of the sentence starting with "and unless otherwise indicated ..."

ARTICLE 2

OWNER

2.2.1 Delete this paragraph.

2.2.2 In the first sentence, delete: all before "the Owner shall secure"

2.4.1 In the first sentence, delete: all after "the owner" to the end
In the second sentence, delete: all before "the owner may"

ARTICLE 3

CONTRACTOR

3.4.2 Delete this paragraph

3.7 PERMITS, FEES AND NOTICES (R.S. 40:1724[A])

Delete Subparagraph 3.7.1 and 3.7.2 and add the following Subparagraph 3.7.2

The Contractor shall comply with and give notices required by laws, rules, ordinances, regulations and lawful orders of state authorities bearing on performance of the Work.

3.8 ALLOWANCES

Delete Subparagraph 3.8.1, 3.8.2 and 3.8.3 in their entirety and add the following new Subparagraph 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1: Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment will be made until this schedule is received.

3.10.3: Add the following: If the work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.

3.10.4: Submittal by the contractor of a schedule or other documentation showing a completion date for his work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 "The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number."

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.10 Add the following sentence to the end of Subsection 4.2.10:

"There will be no restriction on the owner having a Representative."

4.3. CLAIMS AND DISPUTES

4.3.2 Add the following to the end of the paragraph:

A "Reservation of Rights" and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

Delete paragraph 4.3.7.2 and substitute the following:

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

4.3.7.3 Add the following Subparagraph:

The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	May	<u>5</u> days	September	<u>4</u> days
February	<u>10</u> days	June	<u>6</u> days	October	<u>3</u> days
March	<u>8</u> days	July	<u>6</u> days	November	<u>5</u> days
April	<u>7</u> days	August	<u>5</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days, the Contractor's request shall be considered only for days over the allowable number of days stated above.

Note: Contract is on a calendar day basis.

4.4.1 In the second sentence, delete the words "mediation, arbitration or"

4.4.5 In the second sentence, delete all after "the parties"

4.4.6 Delete paragraph

4.4.8 In the first sentence, delete "by mediation or by arbitration."

4.5 MEDIATION

Delete Article 4.5

4.6 ARBITRATION

Delete Article 4.6

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Subparagraph 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. No Contractor payments shall be made until this information is received."

Delete Subparagraph 5.2.2 and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

5.2.3 The contractor shall notify the owner when a subcontractor is to be changed and substituted with another subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraph 5.4.1 and 5.4.2.

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following paragraph:

7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of work.

Fixed job site overhead cost itemized with documentation to support daily rates.

Bond Premium Rate with supporting information from the General Contractor's carrier.

Labor Burden by trade for both Subcontractors and General Contractor.

Internal Rate Charges for all significant company owned equipment.

7.2 CHANGE ORDERS

Delete Subparagraph clauses 7.2.1, and 7.2.2, and substitute the following paragraphs:

7.2.1 "A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time."

7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs required to be incurred in performance of the work and paid by the Contractor and Subcontractors which shall consist of:

1. Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
 2. Cost of all materials and supplies, including the identification of each item and its cost.
 3. Identify each necessary piece of machinery and equipment and its individual cost.
 4. Other documented direct costs.
- Credit will not be required for overhead and profit.

7.2.3 "Overhead and profit" The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of work:

The credit to the Owner resulting from a change in the work shall be the sum of those items above, except credit will not be required for overhead and profit. Where a change results in both credits to the Owner and

extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the work shall be the sum of:

"Cost of the Work" (as defined at 7.2.2) and "Overhead and profit" (as defined at 7.2.4), and shall be computed as follows:

7.2.4.1 When all of the work is General Contract work; 15% markup on the Cost of the Work.

7.2.4.2 When the work is all Subcontract work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

7.2.4.3 When the work is a combination of General Contract work and Subcontract work; that portion of the direct cost that is General Contract work shall be computed per 7.2.4.1 and that portion of the direct cost that is subcontract work shall be computed per 7.2.4.2

Bond premiums may be included, but after the markup is added to the cost of the work.

7.2.4.4 "Subcontract cost shall consist of the items in 7.2.2 above plus overhead and profit as defined in 7.2.4."

7.2.5 "Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed itemized list of labor, material and equipment costs for the General Contractor's work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's work including quantities and unit costs for each item of labor, material, and equipment.

7.2.6 "After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order."

7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Designer in writing as required by article 4.3.2. Reasonable proof may be required by the architect that alternate work could not be preformed. Reasonable proof may be required by the architect that the stoppage affected the Completion Date.

7.2.8 "Cost of the work whether General Contract cost or Subcontract cost shall not apply to the following:

Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in cost of the work.

Cost of supervision not specifically required by the Change Order.

7.2.9 "When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit."

7.3.3 At the end of the first sentence add:

“, but not to exceed a specified amount.’

7.3.6 replace the five cost of work descriptions with the following four:

1. Wages paid direct labor personnel, with a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.
2. Cost of all materials and supplies.
3. Cost of necessary machinery and equipment.
4. Other documented direct costs.

7.3.8 Delete the second and third sentences.

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

8.2 PROGRESS AND COMPLETION

Delete Subparagraph 8.2.1 and substitute the following:

"Time is of the essence and completion of the work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays, and holidays included) of delay until the work is substantially

complete. The owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the owner from the amounts due the Contractor for progress payments

Delete Subparagraph 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words "owner pending" delete the words "mediation and arbitration" and add the word "litigation" and delete the last word "determine" and add the following:

"recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of paragraph 4.3, all right for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2.1 and substitute the following:

9.2.1 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1.1 The attached Schedule of Values Format shall be used. If applicable, the cost of work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, overhead and profit.

9.2.1.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment."

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

9.3.1 "Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S.38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 - 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more - 5% of the Contract price.

9.3.1.3 No payment will be made until the revised schedule required by 3.10.1 is received.

The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate and invoice for retainage."

Delete Subparagraph 9.3.2 and substitute the following:

9.3.2 "Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance."

9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.1 and substitute the following:

9.6.1 "After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement."

9.6.2 After the end of the second sentence, add the following:

"R.S. 9:2784 (A) and (C) requires a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of 1/2 of 1% per day is due, up to a maximum of 15%, from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty."

9.6.4 Add the following:

Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.1.

9.8 SUBSTANTIAL COMPLETION: Delete this section and substitute the following:

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Subparagraph.

9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. A prerequisite to the work being accepted as substantially complete, is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before acceptance of the work as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a "punch list" of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be accepted as substantially complete. If funds remaining are less than that required to complete the work, the Contractor shall pay the difference.

9.8.5 When the "punch list" is complete the Architect shall prepare a Recommendation of Acceptance" incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor will record the Notice of Acceptance with the Clerk of Court in the Parish in which the work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the owner may record the acceptance at the Contractor's expense.

9.8.6 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the work completed and pay for such work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 Partial Occupancy or Use

9.9.1 Delete paragraph and substitute the following:

"Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonable withheld."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the first sentence, add the following:

If the Architect does not find the work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$150.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the owner and deducted from the construction contract funds.

Add the following clause 9.10.6:

9.10.6 In response to Federal Arbitrage regulations: If such compliance has not been effected within 90 days of the date of acceptance, the contract shall be terminated and no further opportunity will be granted the Contractor and no further payments will be made on this contract.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2, In the first sentence, between the words "bearing on" and "safety", add the words "the health and",

10.3 HAZARDOUS MATERIALS

10.3.1 In the first sentence after "(PCB)" add "or lead"

10.3.2 After the first sentence, delete all after "Unless .."
Add at the end "The Contract time shall be extended appropriately."

Delete Subparagraph 10.3.3

10.6 EMERGENCIES

Delete Subparagraph 10.6.1 and substitute the following:

10.6.1 "In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 4.3 and Article 7."

ARTICLE 11

INSURANCE AND BONDS

Delete all of Paragraphs 11.1 and 11.2 and substitute the following:

INSURANCE REQUIREMENT FOR NEW CONSTRUCTION AND RENOVATIONS

11.1 STANDARDIZED INSURANCE REQUIREMENTS FOR ALL STATE CONTRACTS

11.1.1 This paragraph not used.

11.1.2 All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

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

11.1.2.2 The Owner shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).

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

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

11.1.3 INSURANCE:

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Owner in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI. This rating requirement will be waived for the workers' compensation coverage.

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

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

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

11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance which of the seven (7) coverages required below are not included in the policy, if any:

- 1 Premises - Operations;
- 2 Broad Form Contractual Liability;
- 3 Products and Completed Operations;
- 4 Use of Contractors and Subcontractors;
- 5 Personal Injury;
- 6 Broad Form Property Damage;
- 7 Explosion, Collapse and Underground (XCU) Coverage.

NOTE: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Current form approved for use in Louisiana) shall be submitted.

COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED

<u>Type of Construction</u>	<u>Projects \$150,000-\$1,000,000</u>	<u>Projects Over \$1,000,000</u>
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New Buildings:

-Each Occurrence/ Minimum Limit	\$1,000,000	\$3,000,000
-Aggregate (Applicable to this Contract ONLY)	\$1,000,000	\$3,000,000

Renovations: The building(s) value for this Project is: _____

-Each Occurrence/ Minimum Limit	\$1,000,000*** (Depends On	\$1,000,000*** (Depends On	\$3,000,000*** (Depends On
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	Building Value)	Building Value)	Building Value)
-Aggregate (Applicable to this Contract ONLY)	\$1,000,000*** (Depends On Building Value)	\$1,000,000*** (Depends On Building Value)	\$3,000,000*** (Depends On Building Value)

***While the minimum combined single limit of \$1,000,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage. Maximum limit required is \$5,000,000.00 regardless of building value.

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

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

11.1.3.4 An Umbrella Policy may be used to meet minimum requirements.

11.1.4 All property losses shall be made payable to and adjusted with the Owner.

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

11.1.6 Other insurance required is as follows:

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

	Projects <u>150,001-\$1,000,000</u>	Projects Over <u>\$1,000,000</u>
CSL - Each Occurrence	\$1,000,000	\$3,000,000

11.1.6.2 Asbestos Abatement Liability
(required when asbestos abatement is included in the work)

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

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

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

11.1.8 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

11.1.8.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

11.1.8.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

11.1.8.3 All property losses shall be made payable to and adjusted with the Owner.

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

11.1.8.5 If at any time any of the foregoing policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor/Subcontractor shall, upon notice to that effect from the Owner, promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.1.9 SUBCONTRACTORS

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

11.1.10 CERTIFICATE OF INSURANCE

Contractor shall furnish the Owner with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

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

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

The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

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

11.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

11.2.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

11.2.1.2 Insurance Services Office form number CA 0001 (Current form approved for use in Louisiana.) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

11.2.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

11.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

11.2.2.1 Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)

11.2.2.2 Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage (or higher limits depending on size of contract).

11.2.2.3 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.

11.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

11.2.4 OTHER INSURANCE PROVISIONS

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

11.2.4.1 General Liability and Automobile Liability Coverages

11.2.4.1.1 The Owner, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

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

11.2.4.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.2.4.2 Workers' Compensation and Employers' Liability Coverage

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

11.2.4.3 All Coverages

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

11.2.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement will be waived for the workers' compensation coverage.

11.2.6 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Subparagraphs 11.3.1, 11.3.2, & 11.3.3

11.4 PROPERTY INSURANCE

Delete all Subparagraphs 11.4.1 through 11.4.10 and substitute the following:

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

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

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

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

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

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

In the event of a disagreement regarding a loss covered by this policy which may also be covered by 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 follow the following procedure to establish coverage and/or the amount of loss:

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

Add the following Subparagraph 11.5.3:

11.5.3 RECORDATION OF CONTRACT AND BOND[38:2241A(2)]

"The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the work is to be performed."

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2.2.1 At the end of the paragraph add the following sentences: "If the Contractor fails to correct Work identified as defective and covered by warranties, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts."

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, Delete "Except as.....13.2.2"

Delete paragraph 13.2.2

Add the following clause 13.4.3.

13.4.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.5 TESTS AND INSPECTIONS

In Subparagraph 13.5.1 delete the second sentence and substitute the following:

"The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals."

Delete the last sentence of Subparagraph 13.5.1.

13.6 INTEREST

Delete Paragraph 13.6.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete paragraph 13.7. (R.S.38:2189)

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following clause:

14.2.1.5 "Failure to complete the punch list within the lien period as provided in 9.8.2.3."

14.2.3 Add the following sentence:

"Termination by the Owner shall not suspend assessment of liquidated damages against the surety."

14.2.5 Add the following Subparagraph:

"If an agreed sum of liquidated damages has been established, termination by the Owner under this Article will not relieve the Contractor and/or surety of his obligations under the liquidated damages provisions and the Contractor and/or surety shall be liable to the Owner for per diem liquidated damages."

ARTICLE 15

Add the following as Article 15:

EQUAL OPPORTUNITY

15.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment

without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

- 15.2 The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

STATE OF LOUISIANA

Contract No. _____

PARISH OF TANGIPAHOA

SAMPLE CONTRACT BETWEEN OWNER AND CONTRACTOR

A CONTRACT is made and entered into between SOUTHEASTERN LOUISIANA UNIVERSITY,
hereinafter called the "Owner", and _____

_____,

hereinafter called the "Contractor, whose business address is _____

_____.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the

1. Bid Response Form
2. Instructions to Bidders
3. General Conditions
4. Supplementary Conditions
5. Non-collusive Affidavit
6. Insurance Requirements and Certificates
7. Indemnification Agreement
8. Contractor's Bid Response Dated _____
9. Contractor's Performance and Payment Bonds
10. The Specifications and Drawings Dated _____
11. Addenda Number(s)

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 shall perform all Work, in accordance with the Contract Documents, to

CONTRACT TIME: All Work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within _____ consecutive calendar days from and after said date.

CONTRACT CONTINUED

CONTRACT SUM: The Owner agrees to pay the Contractor for the Work described, the total Contract Sum of _____ dollars (\$_____) which sum represents the base 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 the parties and supersedes all prior oral or written agreements of communication relating to the subject matter of the Contract.

ACCEPTANCE: In witness whereof, this Contract is executed in triplicate in Hammond, Louisiana this _____ day of _____, 20_____.

CONTRACTOR NAME

SIGNATURE

TITLE

WITNESS

WITNESS

SOUTHEASTERN LOUISIANA UNIVERSITY
OWNER NAME

SIGNATURE

University President
TITLE

WITNESS

WITNESS

STATE OF _____

PARISH/COUNTY OF _____

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

KNOW ALL MEN BY THESE PRESENCE, that a public contract is contemplated between

SOUTHEASTERN LOUISIANA UNIVERSITY and _____

represented by (print or type name) _____

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 AN SUBSCRIBED before me, this _____ day of _____,

20____.

NOTARY PUBLIC

**ATTESTATION CLAUSE REQUIRED BY
LA. R.S. 38:227 (PAST CRIVIINAL CONVICTIONS OF BIDDERS)
SHALL BE RETURNED BY THE BIDDER
WITHIN FORTY-EIGHT HOURS OF THE BID OPENING TIME
TO THE SOUTHEASTERN PURCHASING DEPARTMENT
BY FAX (985-549-3810) OR HAND DELIVERED**

(Failure to do so shall result in rejection of the bid response on the basis of non-responsiveness)

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 named below has been convicted of: or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (RS. 14:70)
- (e) Issuing worthless checks (R.S.14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (RS. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

PROJECT IDENTIFICATION

BID OPENING 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

CHANGE ORDER

(PLEASE NOTE: Southeastern Louisiana University must have an original of **all** Change Orders.)

CHANGE ORDER NO: _____
DATE PREPARED: _____
CONTRACT DATE: _____

PROJECT NAME:

CONTRACTOR:

REASON FOR CHANGE ORDER:

You are directed to make the following change in this contract: (attach itemized breakdown).

Original Contract Sum \$ _____

Net Change by Previous Change Order(s) _____

Contract Sum Prior to this Change Order _____

Contract Sum, will be (increased) (decreased) (unchanged) by this Change _____

New Contract Sum, including this Change Order _____

Contract Time will be (increased) (decreased) (unchanged) by this Change Order _____ (Days)

Revised Contract Completion Date _____

Added Building Area _____ (Sq. Ft.)

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

RECOMMENDED

ACCEPTED

APPROVED

Designer's Name

Contractor's Name

Owner Name

Southeastern Louisiana University

Address

Address

Address

Hammond, LA 70402

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

PROJECT STATUS

CONTRACT NO. : _____

PROJECT :

CONTRACTOR :

PROJECT COST PLUS CHANGES : _____

ESTIMATED WORK PERFORMED
PLUS STORED MATERIALS : _____

COMPLETION DATE OF CONSTRUCTION
PLUS EXTENSION _____

CONTRACT COMPLETION TIME : _____ CALENDAR DAYS

TIME EXTENSIONS : _____ CALENDAR DAYS

TOTALS : _____ CALENDAR DAYS

PERCENTAGE OF TIME ELAPSED : _____

PERCENTAGE OF ESTIMATED WORK PERFORMED PLUS STORED MATERIALS : _____

SUPPLEMENT I
** EXHIBIT A **

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except 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. Contractor 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 (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

State Agency: Southeastern Louisiana University

Contract No. _____

PURPOSE OF CONTRACT: