

PROJECT MANUAL

EMA PROJECT NO. 5 001 1972 003

MAY 2024

**JS CLARK MAGNET – HVAC REPLACEMENT
MONROE CITY SCHOOLS
MONROE, LOUISIANA**

MC 24-05

ENGINEER:

**EMA
ENGINEERING & CONSULTING
9441 STEVENS ROAD, SUITE 200
SHREVEPORT, LOUISIANA 71106
(318) 425-4500**

REGISTRATION NO. EF 5818

SEALS PAGE

EMA PROJECT NUMBER 5 001 1972 003

**JS CLARK MAGNET – HVAC REPLACEMENT
MONROE CITY SCHOOLS
MONROE, LOUISIANA**



Javier Garcia



Matt Hensley

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ADVERTISEMENT FOR BID NOTICE

Sealed Bids will be received by the Purchasing Manager at Monroe City School Board, 2006 Tower Drive, Monroe, LA 71201, or electronically by online submission at www.bidexpress.com, until 2:00 P.M., CST on Wednesday, June 26, 2024 at which time they will be publicly opened and read aloud for:

Monroe City School Board
JS CLARK MAGNET – HVAC REPLACEMENT
Monroe, Louisiana

Bid Number: **MC24-05**

Complete Bidding Documents for this project are available in electronic form and may be obtained from the Architect, Bid Express, Monroe City School Board website to all Bonafide Prime Bidders. Awarded Contractor will be responsible for reproduction costs for construction purposes of additional construction documents prints. Questions about this procedure shall be directed to the Architect at:

EMA Engineering & Consulting
9441 Stevens Road, Suite 200
Shreveport, Louisiana 71106
Telephone: (318) 425-4500

The project is classified as Building Construction or Specialty. All bids must be accompanied by bid security equal to five percent (5%) of the base bid and all additive alternates and must be in the form of a certified check, cashier's check or bid bond written by a company licensed to do business in Louisiana, 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. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable. This project will follow the Davis-Bacon Act wage rates.

The successful Bidder will be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana and shall be countersigned by a person who is contracted with the surety company or bond issuer as agent of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the contract amount.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of Act 111 of 1983.

A **mandatory pre-bid conference** will be held June 12, 2024, at 10:00 A.M. in the board room of the Monroe City School Board Office. Prospective Bidders shall then proceed to J.S. Clark Magnet School to discuss the project. Bids shall be accepted only from Prime Bidders who attend the Mandatory Pre-bid Conference. Subcontractors are welcome to attend.

The Owner reserves the right to reject any and all bids.

MONROE CITY SCHOOL BOARD

President – Mrs. Jennifer Haneline

ATTEST: _____
Mr. Sam Moore, Superintendent

5/30/24, 6/6/24, 6/13/24
(Publication Dates)

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
- Notice to Bidders
 - Instructions to Bidders
 - Louisiana Public Bid Form
 - General Conditions of the Contract for Construction, AIA Document A201, 2017 edition
 - Supplementary Conditions
 - Contract between Owner and Contractor, AIA Document A101, 2017 edition
 - Bid Bond Form
 - Anti-Collusion Form
 - Deviation Form
 - Attestation
 - Equal Opportunity Form Bid
 - Reference Form
 - Addenda issued during the bid period and acknowledged in the Bid Form.
 - Drawings
 - ESSER Contract Addendum for Bid Documents
 - Monroe City School Board Policy DJEAA Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Engineer prior to the openings 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 for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the 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 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, and 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 upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by Addenda. Contractor shall not rely on any verbal instructions during bidding unless issued in written Addendum.
- 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 Sub-contractors are duly licensed in accordance with law.

ARTICLE 3

BIDDING DOCUMENTS

- 3.1 Copies
- 3.1.1 Complete Bidding Documents for this project are available in electronic form. They may be obtained with charge/deposit from Monroe City School Board.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect assumes 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 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 at the pre-bid conference to reach him at least ten 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.

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. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. All manufacturer's information shall be mailed or emailed. Absolutely no "faxed information or request shall be considered.

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

3.4.2 Addenda will be posted and made available from EMA Engineering & Consulting to all plan holders.

3.4.2 Printed Copies are not available from the Architect but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproductive costs during construction.

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 requirement of re- advertising.

- 3.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all Addenda issued, and he shall 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 incomplete and shall reject entire bid.
- 4.1.6 Bidder shall make no additional stipulation 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 statement 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. A Bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
- 4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R. S. 37:2150-2163 and show his license number on the bid above his signature of his duly authorized representative.
- 4.2 Bid Security
- 4.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in the amount of not less than five percent (5%) of the Base Bid and all additive 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, 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 and accompanied by appropriate power of attorney and in favor of the Monroe City School Board.

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 fifteen (15) days after written notice that the instrument is ready for his signature.

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

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

Bids shall be submitted to Monroe City School Board by June 26, 2024 at 2:00 P.M.

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 Notice to Bidders. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Monroe City School Board. Late delivery of a bid for any reason, including late delivery by United State 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 of the Bidder.

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 Notice to Bidders, 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 or modifications to bids are invalid and will not receive consideration. Owner will not consider notations written on outside of Bid Envelope which have the effect of amending the Bid. Bids maybe received via bidexpress.com as indicated in notice to bidders advertisement.

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 Act 111 of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical error 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, 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
 - 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
 - 5.3.1 The Owner reserves the right to reject any and all bids.
 - 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.
 - 5.3.3 It is the intent of the Owner to award a contract to the lowest responsible Bidder in accordance with the requirements of the Bidding Documents, and if the bid does not exceed the funds available.

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.

- 6.11.1 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 into the 3 Divisions of the C.S.I. No payments will be made to the Contractor until this is received. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work.
- 6.1.1.3 A list of names of all Subcontractors 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. This shall be required no later than three (3) business days after receipt of bids.
- 6.1.2 The Contractor will be required to establish to the satisfaction of the Architect and the Owner 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.
- 6.1.3 The Architect will notify the Contractor if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed Subcontractors. If there are objections, the Contractor shall submit alternative Subcontractor(s) for their approval.
- 6.1.4 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

ARTICLE 7

PERFORMANCE AND PAYMENT BOND

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

as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact 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.

7.2 Time of Delivery and Form of Bond

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

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

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 Standard Form Of Agreement Between Owner And Contractor, AIA Document A101.

8.2 Award

8.2.1 Before award of the contract, 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.

ARTICLE 9

COMPLETION TIME AND LIQUIDATED DAMAGES

9.1 The completion of the Contract must be within the time stated in this section, 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 in this section.

If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$1,000.00 per day for each calendar day beyond the dates set forth in the Notice to Proceed Letter that the Contractor fails to achieve Substantial Completion for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service

charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.

The construction completion time is (120) One Hundred Twenty Days from the Notice to Proceed Letter.

ARTICLE 10

MANDATORY PRE-BID CONFERENCE

- 10.1 A mandatory pre-bid conference shall be held at the project site for general contractors / prime bidders only as described in the Notice to Bidders. The purpose of the mandatory 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 mandatory pre-bid conference shall not be valid unless included in an Addendum.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Monroe City School Board
2006 Tower Drive
Monroe, Louisiana 71201

Monroe City School Board
HVAC Replacement for
JS Clark Magnet
Monroe, Louisiana 71201

BID FOR: Monroe City School Board; MC24-05

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: EMA Engineering & Consulting and dated: May 24, 2024.

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.

Additive Alternate No. 1: _____ for the lump sum of:

N/A _____ Dollars (\$N/A _____)

Additive Alternate No. 2: _____ for the lump sum of:

N/A _____ Dollars (\$N/A _____)

Additive Alternate No. 3: _____ for the lump sum of:

N/A _____ Dollars (\$N/A _____)

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.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, 2017 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 BASIC 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 Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO R.S. 38:2317]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word "publication".

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete this paragraph.

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

ARTICLE 3
CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph.

3.4.3 Delete this paragraph and substitute with the following:
Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this paragraph. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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

3.7.1 Delete Subparagraph 3.7.1

3.7.2 In paragraph 3.7.2, replace the word "public" with the word "Owner".

Delete Subparagraph 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

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 unless indicated on construction documents and specifications.

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph: Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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 Delete the word "...general..." 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 Add the following: 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.

3.10.5 Add the following: In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

ARTICLE 4

ARCHITECT

4.1 GENERAL

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.

4.1.3 Delete the words: “as to whom the Contractor has no reasonable objection and”

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”

4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about.”

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”

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.

4.2.11 Add the following sentence to the end of Subsection 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Subsection 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

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 Subparagraphs 5.4.1, 5.4.2 and 5.4.3

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.

Failure to submit this information as part of the pre-construction submittals shall prohibit the Contractor from claiming these items as costs on any change order issued on the project.

7.2 CHANGE ORDERS

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

7.2.1 A Change Order is a written order to the Contractor prepared by the Architect and 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. Any reservation of rights, stipulation, or other modification made on the change order by the contractor will have no effect.

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:

7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.

7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost including taxes.

7.2.2.3 Identify each necessary piece of machinery and equipment and its individual cost including taxes.

7.2.2.4 Increases in insurance premiums for those forms of insurance required by Article 11 of these Supplementary Conditions and only for those forms.

7.2.2.5 Bond 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.

Premiums for the General Contractor's bond 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 Architect in writing as required by Article 15.1.2. Reasonable proof may be required by the architect that alternate Work could not be performed. 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 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 In the first sentence after following methods add: ", but not to exceed a specified amount."

7.3.7 Delete the following from .1 of the list: "fringe benefits required by agreement or custom,"

Delete the following from .4 of the list: "permit fees,"

Delete the following from .5 of the list: "and field office personnel"

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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

Add to Subparagraph 8.2.1 the following:

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 as described in the 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 Article 15, all right for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete Subparagraph 9.2 and substitute the following:

9.2 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 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.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre- Construction Conference, the schedule may not be modified without approval from the Owner and Architect.

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

9.3.2 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:

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

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

9.3.2.3 No payment will be made until the revised schedule required by Section 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, consent of surety 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.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Subparagraph 9.5.1.7: Delete the word "repeated".

Delete Subparagraph 9.5.3

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.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

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

R.S. 9:2784 (A) and (C) require 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 ½ 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 Delete the first two sentences of Subparagraph 9.6.4 and add the following to the end of the Subparagraph:

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

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 considered as substantially complete is the Contractor has executed the entire school restroom renovations. The entire school will be required to be complete for final substantial. 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 or roofing manufacturer inspector. 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 the Work can be considered 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 considered 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 preparation of the punch list is complete the Architect shall prepare a Letter for Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Letter for Recommendation of Acceptance by Owner, the Architect will issue a Substantial Completion of the Building Contract which shall establish the Date of Substantial Completion. The Contractor will record the Substantial Completion with the Clerk of Court in the Parish in which the Work has been performed. If the Substantial Completion has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Substantial Completion. The Owner will not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Substantial Completion.

9.8.6 Warranties required by the Contract Documents shall commence on the date of the 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 thirty (30) 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 thirty (30) 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 \$175.00/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.

9.10.4 Replace with the following:

The making of final payment shall not constitute a waiver of claims by the Owner for the following:

9.10.4.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered; or

9.10.4.3 Terms of special warranties required by the Contract Documents.

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 remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

10.4 EMERGENCIES

Delete Subparagraph 10.4 and substitute the following:

10.4 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 15 and Article 7.

ARTICLE 11

INSURANCE AND BONDS

Delete all of Paragraphs 11.1, 11.2 and 11.3 and substitute the following:

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 The Contractor shall purchase and maintain without interruption 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, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

The following insurance policies shall name the owner as an additional insured.

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's A+ insurance company rating requirement may be waived for Worker's compensation coverage only.

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. 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.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of Construction	Projects up to \$1,000,000	Projects over \$1,000,000 up to \$10,000,000	Projects over \$10,000,000
New Buildings: Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations:	The building(s) value for the Project provided by Owner.		
Each Occurrence			
Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

The General Contractor is to provide Builders' Risk Insurance to protect the Owner, Contractor, and their Subcontractors as their interest may appear. The policy is subject to \$1000 deductible per claim for loss or damage which deductible will be paid by the Contractor.

Builder's Risk Insurance shall be in an amount equal to the greater of the fully- completed project value or the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious

mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, 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 the repair and/or replacement.

Provide a copy of this policy to Owner for their files.

11.3 OTHER INSURANCE PROVISIONS

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

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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

11.3.1.2 General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees 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. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

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

11.3.1.3 Builder's Risk

The policy 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 an Owner's self-insurance or commercial property policy, Contractor and its insurer agree 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, the Contractor's insurer 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 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.

11.3.1.4 II Coverages

11.3.1.4.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

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

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

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

11.3.2 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+:VI or higher. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

11.3.3 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner 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 Owner before Work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

Name of Owner
Owner Address
City, State, Zip
Attn: Project # _____

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

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

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

11.3.4 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds 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 Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

11.3.5 WORKER'S COMPENSATION INDEMNITY

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

11.3.6 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the Owner, 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 Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor 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 Owner, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

11.4.3 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

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

At the end of the paragraph, add the following sentences: "If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 At the end of the paragraph delete the last sentence and add the following

sentences: If the Contractor fails to correct nonconforming Work within a thirty (30) day 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 thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct Work covered by warranties within a thirty (30) day 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 thirty (30) days after notification, the Surety has not corrected the warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word "located".

13.2 SUCCESSORS AND ASSIGNS

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

Delete paragraph 13.2.2

13.4 RIGHTS AND REMEDIES

Add the following clause 13.4.3

13.4.3 The Fourth Judicial Court in and for the Parish of Ouachita, 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 Contractor, and the Contractor 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 TIME LIMITS ON CLAIMS

Delete Paragraph 13.7 (See L.R.S. 38:2189).

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete clause 14.1.1.4

In Subparagraph 14.1.3, after the word "profit" add the following: "for Work completed prior to stoppage".

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 9.8.7.

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

CLAIMS AND DISPUTES

15.1 CLAIMS

In the first sentence of Subparagraph 15.1.1, after the word “money”, add the phrase: “extension of time,”

15.1.2 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.

15.1.3 In the second sentence of the Subparagraph, delete “the decisions of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Paragraph 15.1.5.2 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. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.

15.1.5.3 Add the following Subparagraph:

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

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

The Contractor shall ask for total adverse weather days. The Contractor must ask the same month of adverse weather days with his application of payment. Any other days will not be accepted. 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.

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

In the third sentence, delete: “unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.”

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker.”

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the solution or suggest a compromise or both.”

15.2.6 Delete Paragraph.

Delete Subparagraph 15.2.6.1

15.3 MEDIATION

Delete Article 15.3

15.4 ARBITRATION

Delete Article 15.4

15.5 EQUAL OPPORTUNITY (Add this Section)

15.5.1 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 Contract shall take affirmative action to ensure 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.

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

BID BOND
FOR

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ as Principal, and _____ as Surety, are held and finally bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally finnlly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
_ AGENT OR ATTORNEY-IN-FACT (SEAL)

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or collusion with any corporation, firm or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

(Signature) _____
(Date)

(Name of Company)

(Notary) _____
(My term expires)

DEVIATION FORM

If the undersigned Bidder intends to deviate from the specifications set forth by utilizing any difference materials, items, treatments, finishes, tailoring details, under construction, etc., contrary to those listed as standards in the specifications, then the Bidder must list all deviations on this form. In the event that there are no deviations, then the Bidder shall enter NO DEVIATIONS on this form. The Bidder then assures the Buyer of their full compliance with the specifications and conditions set forth.

FAILURE TO LIST SUCH DEVIATION, IN DETAIL, WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

Approved _____

Disapproved _____

_____ Submitted for Consideration _____

Bidder _____
(Print Name)

Bidder's Signature _____

ATTESTATIONS

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

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

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

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

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

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

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

C. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER

EQUAL OPPORTUNITY AND ASSURANCE STATEMENT

PROJECT: _____

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Designer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Contractor Name

Signature

Date

Title

**MONROE CITY SCHOOL BOARD
BIDDER/CONTRACTOR REFERENCES**

References

List below three current/past customers and local governmental entities for whom you have provided equivalent goods/services:

Company _____ Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: ___/___/___ — Project Value: _____

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax : _____

Project Description: _____

Date of Project: ___/___/___ Project Value: _____

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: ___-___-___ Project Value: _____

SECTION 00015 – MCSB DJE POLICIES

PURCHASING

All purchasing for the school system to be paid from Monroe City School Board funds shall be made by the Superintendent or his/her designee in conformance with existing regulations and procedures of the School Board and the laws pertinent to state and federal agencies. Budget allocations for specific purposes shall constitute advance School Board approval for all purchases except in such cases as state law or School Board policy may require. No debt shall be contracted in the name of the Monroe City School Board without action by the School Board, except those items which are provided for in the regular budget. Purchases shall be made at the lowest possible cost to the school system consistent with the system specifications of quality and service.

Each principal shall assure that purchases by the individual school shall be made in accordance with applicable state and federal law and administrative regulations and procedures developed by the Superintendent and staff.

No employee, officer or agent of the Monroe City School Board shall participate in the selection, award, or administration of a contract or purchase of supplies, materials and equipment if a conflict of interest, real or apparent, would be involved. School Board employees shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. All purchasing shall comply with the U.S. Department of Education Department *General Administrative Regulations* (EDGAR), the *Louisiana Public Bid Law*, the *Louisiana Code of Governmental Ethics*, the *Louisiana Procurement Code*, and applicable state or federal regulations, as applicable.

PROCUREMENT METHOD

Depending on the funding source and purchase amount, the following procurement methods shall be used:

Procurement Methods	Federal Requirement Uniform Grants Guidance Section 200.320	State Requirement Title 38 La. Bid Law R.S. 38:2212.1	State Requirement Title 39 La. Procurement Code R. S. 39:1551-1755	Action required

			Executive Order: JBE 2017-18	
Micro Purchases (new method)	Purchases less than \$10,000 No competitive process required.	Purchases less than \$1,000 No competitive process required.	Purchases less than \$5,000 No competitive process required.	Title 38 - Follow more restrictive state requirement. Title 39 - Follow more restrictive state requirement.
Small Purchases (informal)	\$10,000-\$250,000 Price or rate	\$1,000 - \$10,000 3 or more	Purchases less than \$5,000	Title 38 - Follow more restrictive state
	quotation from adequate number of qualified sources.	quotes suggested but not required.	No competitive process required.	requirement. Title 39 - Follow more restrictive state requirement.

		\$10,000 - \$30,000 Solicit 3 or more quotes.	\$5,000 - \$15,000 Solicit 3 or more quotes.	Title 38 and Title 39 Align with federal requirement.
			\$15,000 - \$25,000 Solicit 5 or more quotes.	Title 39 - Follow more restrictive state requirement.
Sealed Bids (formal advertising)	Exceeding \$250,000 Publicly bid and award to lowest responsible bidder.	Materials and Supplies Exceeding \$30,000 Public Works Exceeding \$154,450	Exceeding \$25,000 Refer to LA Procurement Code (R.S. 39:1551-1755)	Title 38 - Follow more restrictive state requirement. Title 39 - Follow more restrictive state

		Publicly bid and award to lowest responsible bidder.		requirement.
Competitive Proposals	Exceeding \$250,000 Request for Proposal from adequate number of sources; must have written method for selecting recipients.	Materials and Supplies Exceeding \$30,000 Public Works Exceeding \$154,450 Publicly bid and award to lowest responsible bidder.	Exceeding \$25,000 Refer to LA Procurement Code (R.S. 39:1551-1755)	Title 38 and Title 39 Follow more restrictive state requirement.
Noncompetitive Proposals – Sole Source Purchases	Sole source purchases are appropriate only under the circumstances listed below. These circumstances must be adequately documented. 1. The item procured is only available from a single source; 2. The purchase is in response to a public emergency that will not permit a delay resulting from the competitive process; 3. The purchase is expressly authorized by awarding or pass-through agency in response to written request from the School Board; or 4. After soliciting a number of sources competition is deemed inadequate. Process must be adequately documented.			

The School Board may choose by resolution to adopt the *Louisiana Procurement Code* in part or in its entirety. The School Board may also purchase from vendors with state contracts that have been pre-approved by the *Office of State Procurement* (OSP).

USE OF FEDERAL FUNDS

Procurement of materials and supplies made when using federally generated funds shall follow the appropriate procurement method as summarized in the above chart.

Solicitations from Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

When spending federal funds, the Monroe City School Board shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Louisiana Economic Development Agency, and Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this section.

Exclusion or Rejection of Quotes or Bids

A contract award or a purchase made with federal funds shall not be made to parties listed on the government-wide exclusions in the *System for Award Management* maintained by the U.S. Government, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

USE OF STATE FUNDS

Procurement of materials and supplies when using state or locally generated funds shall follow the procurement method as summarized in the above chart. As noted in the chart, the procurement method may be dependent on whether the School Board has adopted the provisions of Title 38 or Title 39 of the Louisiana Statutes as it pertains to the actual purchase.

Financing Purchases

The School Board may finance the purchase of equipment or other movable property to be used by the School Board by entering into an installment sale, lease, or similar agreement with any lender or other person. Such agreement shall be subject to approval of the State Bond Commission in accordance with statutory provisions. No individual school or employee shall obligate the School Board without proper school system personnel knowledge and approval.

Use of State Contract

If equipment, materials or supplies are available from a State of Louisiana Contract, the Superintendent and/or his/her designee may approve the purchase without using one of the purchasing procedures outlined in statutory provisions, if advantageous to the School Board.

The School Board may also *piggyback*, or purchase materials and supplies on valid contracts of other political subdivisions. In doing so, the School Board shall obtain documentation from the other agency that clearly demonstrates the contract was previously bid and is a viable contract. The price paid by the School Board shall be the same as the contract's bid price.

Louisiana Procurement Code

State law authorizes School Boards to adopt all or any part of the *Louisiana Procurement Code* as contained in state statutes (La. Rev. Stat. Ann. §§39:1551-39:1755). For proper and efficient operations, the Monroe City School Board may adopt, by resolution or otherwise, pertinent provisions of the *Louisiana Procurement Code*, accompanying administrative regulations as promulgated in the *Louisiana Procurement Code*, as well as guidelines and policies issued by the state's Office of State Purchasing relevant to the procurement of materials, supplies, merchandise, and other types of property.

Sole Source Provider

The School Board may award a contract for the purchase of supplies, services, or major repairs without competition when the Superintendent or designated employee has determined, in writing, that there is only one source for the supply, service, or major repair item(s) to be acquired. Pertinent procedures for purchasing such items from a sole source shall be as outlined in the State of Louisiana Office of State Purchasing's *Purchasing Rules and Regulations*, and as noted at the bottom of the *Procurement Method Chart* included above.

Qualified Group Purchasing Organizations

A *qualified group purchasing organization* means an organization, whether for profit or not for profit, of which two (2) or more public school districts are members and which solicits proposals or bids from vendors of materials, equipment, or supplies of the type and nature as may be purchased by a public school district or public school.

As provided in La. Rev. Stat. Ann. [§38:2212.1](#), the School Board may enter into an agreement with: (A) one or more School Boards to form a qualified group purchasing organization; or (B) one or more qualified group purchasing organizations for the purchase of materials, equipment, and supplies, including installation thereof. Any such agreement shall require that the qualified group purchasing organization submit a price list for those materials, equipment, and supplies offered by it and that the prices quoted on the list remain in effect for a stated period of time of not less than three (3) months. Any such price list shall be considered, for all purposes, to be a valid and binding bid by the qualified group purchasing organization during the effective period of the agreement, and no additional bid by the qualified group purchasing organization is necessary.

The School Board may purchase materials, equipment, or supplies directly from or through a qualified group purchasing organization if the price is less than that for the same or substantially similar materials, equipment, or supplies on the state contract or bid list.

Competitive Online Solicitation

The School Board may use a *reverse auction* or *competitive online solicitation process* on the Internet for the purchase of equipment, supplies, and other materials in lieu of the more formal bid process when the School Board's procurement officer determines that the electronic bidding is more advantageous and in the best interests of the School Board.

Prior to the use of a competitive online solicitation process, the School Board may require that:

1. Vendors register before opening dates and time, and as part of the registration, require that the vendors agree to any terms and conditions and other requirements of the solicitation.
2. Vendors be prequalified prior to placing bids and allow only bidders who are prequalified to submit bids.

3. The solicitation shall designate an opening date and time and the closing date and time. The closing date and time may be fixed or remain open depending on the structure of the item being bid.
4. At the opening date and time, the School Board shall begin accepting online bids and continue accepting bids until the bidding is officially closed. Registered bidders shall be allowed to lower the price of their bid below the lowest bid posted on the Internet until the closing date and time.
5. Bidders' identities shall not be revealed during the bidding process; only the successively lower prices, ranks, scores, and related bid details shall be revealed.
6. All bids shall be posted electronically and updated on a real-time basis.
7. The School Board shall retain the right to cancel the solicitation if it determines that it is in the School Board's best interest.
8. The School Board shall retain its existing authority to determine the criteria that will be used as a basis for making awards.

Adequate public notice for purchases using a reverse auction or competitive online solicitation process shall be given as follows:

1. The advertisement or notice shall be published two (2) times in a newspaper in the locality, the first advertisement to appear at least fifteen (15) days before the opening date of the reverse auction. In addition to the newspaper advertisement, the School Board may also publish an advertisement by electronic media available to the general public.
2. The first publication of the advertisement shall not occur on a Saturday, Sunday, or legal holiday.

PREFERENCES

To the extent possible, when purchasing with state or locally generated funds, the School Board shall regularly purchase products manufactured, grown, produced or harvested from the state land or waters which are of equal quality to such items produced outside the state, provided the cost of state products does not exceed by more than the statutory percentage the cost of out-of-state products or as otherwise provided by state law. Such products shall be limited to those allowed by state law.

VENDORS

The School Board shall seek business and bids from all eligible vendors, regardless of race, creed, color, sex, national origin, age or handicap. No favoritism shall be extended to any vendor. Each order shall be placed on the basis of quality, price and delivery; past services being a factor if all other considerations are equal.

No person officially connected with or employed by the School Board shall be an agent for, or have any pecuniary or beneficial interest in or receive any compensation or reward from any vendor for the sale of supplies, materials, equipment, services or public works contracts.

No employee of the School Board shall solicit or accept, directly or indirectly, anything of economic value as a gift or gratuity from any vendor representative or agent of a vendor, or a prospective vendor or contractor.

Revised: February, 2010
Revised: November, 2011
Revised: November, 2014

Revised: September, 2016
Revised: July 11, 2017
Revised: February 5, 2019

Ref: [2 CFR 200](#) (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)

[48 CFR 2.101](#) (*Definitions*)

La.	Rev.	Stat.	Ann.
§§ 33:4712.7 , 38:321.1 , 38:2211 , 38:2212 , 38:2212.1 , 38:2214 , 38:2218 , 38:2219 , 38:2271 , 39:1551 , 39:1552 , 39:1553 , 39:1554 , 39:1554.1 , 39:1556 , 39:1557 , 39:1558 , 39:1597 , 39:1710			

Board minutes, 12-16-08, 1-24-12, 3-3-15 , 12-6-16, 7-11-17, 2-5-19

Monroe City School Board

END OF SECTION 00015

SECTION 00016 – MCSB DJEAA POLICIES

SMALL AND DISADVANTAGED BUSINESS PROCUREMENT

SET ASIDES FOR TOTAL PROCUREMENT ESTABLISHED

For the fiscal year commencing July 1, 2019 and for each fiscal year thereafter, the School Board shall designate and set aside for awarding to small businesses, minority-owned businesses, and women businesses enterprises an amount up to ten percent of the value of total procurement of goods and services by said entity. The procurements so designated shall be divided into contract award units of economically feasible production runs in order to facilitate offers or bids from small businesses, minority-owned businesses, and women-owned businesses. In making the annual designation of set-aside procurements, the School Board shall take affirmative and verifiable steps to vary the included procurements so that a variety of goods and services produced by different small businesses, minority-owned businesses, or women-owned businesses, may be set aside each year. The failure to set aside particular procurements shall not be considered to prohibit or discourage smaller businesses, minority-owned businesses, or women-owned businesses from seeking the procurement award through the normal solicitation and bidding processes.

ELIGIBILITY

In order for a business to be eligible under the provisions of this policy, it shall be certified as an economically disadvantaged business by the Division of Small and Emerging Business Development in the Department of Economic Development under the provisions of La. Rev. Stat. Ann. §51:1755 or by the Monroe City School Board as an economically disadvantaged business as provided in herein.

CERTIFICATION FOR ELIGIBILITY

In order to be certified as an economically disadvantaged business by the School Board, an application promulgated by the School Board shall be completed and submitted to the School Board. The application shall be supported by, but not limited to, the following documents:

1. Resumes of owners and top managers.
2. Copies of business licenses and permits.
3. Other pertinent records, such as professional licenses and certificates of insurance.

The applicant shall have the burden of proving to the satisfaction of the School Board that he or she is eligible for certification. The School Board or its authorized designee shall conduct an on-site investigation of the applicant's place of business {when pertinent} prior to certification. By submitting the application, the applicant agrees that the School Board may conduct such investigations.

The School Board shall require that all applicants submit notarized statements of changes in information on ownership, control, or operations provided during the initial certification process. Certification may be revoked at any time the governing authority determines that the economically disadvantaged business does not meet the current criteria for eligibility for certification.

The length of time for remaining certified and receiving assistance from this program shall be set by rule promulgated by the governing authority.

Other rules as may be necessary to carry out the duties of this Section may also be adopted.

Prime contractors shall award not less than ten percent (10%) of the total dollar bid to economically disadvantaged subcontractors. Prime contractors shall identify in their bids who their economically disadvantaged business subcontractors are. A prime contractor who fails to provide such information as evidence of its good faith to comply with this policy may be disqualified as a bidder. This requirement may be waived if the prime contractor, after demonstrating a good faith effort in the manner not inconsistent with this policy, is unable to comply with the requirement.

WHEN NO ELIGIBLE CONTRACTORS ARE/REMAIN AVAILABLE

At least ten percent (10%) of the value of the procurements designated for set aside awards shall be awarded, if possible, to businesses owned and operated by socially or economically disadvantaged persons. In the event small businesses owned and operated by socially or economically disadvantaged persons are unable to perform at least ten percent of the set aside awards, then the balance of the set aside contracts shall be awarded to other small businesses.

At least ten percent (10%) of the value of the procurement contracts designated for set aside awards shall be awarded, if possible, to businesses owned and operated by women. In the event small businesses owned and operated by women are unable to perform at least ten percent (10%) of the set aside award contracts, then the balance of the set aside contracts shall be awarded to other small businesses.

SUBSTITUTION OF CONTRACT AWARDS

In the event that the provisions of state law La. Rev. Stat. Ann. §[38:2233](#)(B)(6) and other applicable laws do not operate to permit the extension a particular contract award to small business, the award shall be placed pursuant to the existing solicitation and award provisions established by law, whereupon additional procurements corresponding in approximate value to the contract unable to be awarded pursuant to the provisions of this policy and state law shall be designated and set aside for small businesses.

PREEMPTION OF INCONSISTENT LAW OR POLICY

All existing laws, policies and rules used by the School Board contract solicitations, bid evaluations, contract awards, and other procurement matters shall apply as consistent to procurements set aside for small businesses that are authorized by this policy. In the event of conflict with other rules, the provisions of this policy shall govern.

DEFINITIONS

The following words and phrases shall have the meaning ascribed to them in this policy, except as otherwise may be provided or unless a different meaning is plainly required by the context:

1. *Economically disadvantaged business* means a small business organized for profit and performing a commercially useful function, which is at least sixty percent owned and controlled by one or more economically disadvantaged persons and which has its principal place of business in Louisiana. A nonprofit organization is not an economically disadvantaged business for purposes of this Section.
2. *Economically disadvantaged person* means a citizen of the United States who has resided in Louisiana for at least one year, whose ability to compete in the free enterprise system has been impaired historically due to diminished capital and credit opportunities as compared to others in the same or similar line of business, and whose diminished opportunities have historically precluded, or are likely to preclude, such individual from successfully competing in the open market.
3. *Services* means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
4. *Small business* means a small business as defined by the Small Business Administration of the United States Government which for purposes of size eligibility or other factors meets the applicable criteria set forth in Code of

Federal Regulations, Section 13 Part 121, as amended, and which has its principal place of business in Louisiana.

5. *Socially or economically disadvantaged person* means a person who has been deprived of the opportunity to develop and maintain a competitive position in the economy because of social or economic disadvantage. This disadvantage may arise from cultural, social or economic circumstances or background or physical location.
6. *Women owned business* means a business that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. *Control* in this context means exercising the power to make policy decisions. *Operate* in this context means being actively involved in the day-to-day management. In determining whether a business is fifty-one percent (51%) owned by a woman or women, the percent ownership of the woman or women shall not be diminished because she is part of a community property regime.

ADDITIONAL DEFINITIONS

Unless the context requires otherwise, the following words shall have the following meanings:

1. *Certification* means verification that a business qualifies for designation as a minority business enterprise or a women's business enterprise.
2. *Contract* means all types of state agreements, regardless of what they may be called, for the purchase of goods or services, for construction of major repairs, or for public works. Contract includes the following:
 - A. Awards and notices of award.
 - B. Contracts of a fixed price, cost, or incentive types.
 - C. Contracts providing for the issuance of job or task orders.
 - D. Leases.
 - E. Letter contracts.
 - F. Purchase orders.
 - G. Any supplemental agreements with respect to A through F of this Paragraph.
3. *Contractor* means a party who enters into a contract with a state agency or educational institution or a subcontractor or sublessee of such a party.
4. *Enterprise* means a minority business enterprise or a women's business enterprise.

5. *Goods or services* means all purchases for supplies or services made under Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950, all purchases of materials and supplies made under Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, including the selection of professional services under Part VII of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all purchases made for supplies, services, or materials, including selection of professional services, made under any other state law.
6. *Minority* means a person who is a citizen or permanent resident of the United States residing in Louisiana and who is any of the following:
 - A. Black: having origins in any of the black racial groups of Africa.
 - B. American, or other Spanish or Portuguese culture or origin regardless of race.
 - C. Asian American: having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
 - D. American Indian or Alaskan Native: having origins in any of the original peoples of North America.
 - E. Person with a disability: a person who has a permanent physical impairment which includes any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, speech organs, skin, and endocrine, which substantially limits at least one major life activity of an individual, as defined in La. Rev. Stat. Ann. [§28:477\(3\)\(a\)](#), as verified by two (2) physicians or as certified by the United States Department of Veterans Affairs as meeting the qualifications and approved by the division. The division may require an additional medical opinion regarding a medical examination by a physician chosen by the division, at the applicant's expense, prior to approval of an application. For the purpose of this Subparagraph, disability shall not mean mental impairment, temporary impairment, alcohol or drug addiction, sexual or behavioral disorders, or substantially limiting illnesses including human immunodeficiency virus.
7. *Minority business enterprise or minority-owned business* means a small business organized for profit performing a commercially useful function which is at least fifty-one percent (51%) owned by one or more minority individuals who also control and operate the business. *Control* in this context means exercising the power to make policy decisions. *Operate* in this context means being actively involved in the day-to-day management of the business.

8. *Procurement* means the purchase, lease, or rental of any goods or services.
9. *Public works* means all work including construction, highway and ferry construction, alteration, repair, or improvement other than ordinary maintenance as provided in Chapter 10 of Title 38 or Chapter 1 of Title 48 of the Louisiana Revised Statutes of 1950 or as provided in any other law.
10. *Women's business enterprise* means a small business organized for profit performing a commercially useful function which is at least fifty-one percent (51%) owned by one or more women who are citizens of the United States residing in Louisiana and who also control and operate the business. *Control* in this context means exercising the power to make policy decisions. *Operate* in this context means being actively involved in the day-to-day management of the business. In determining whether a business is fifty-one percent (51%) owned by one or more women, the percent ownership by a woman shall not be diminished because she is part of a community property regime.

New policy: April 21, 2020

Ref: La. Rev. Stat. Ann. [§38:2233](#)
Board minutes, 4-21-20

Monroe City School Board

END OF SECTION 00015

"General Decision Number: LA20220042 02/25/2022

Superseded General Decision Number: LA20210042

State: Louisiana

Construction Type: Building

County: Ouachita County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/18/2022
3	02/25/2022

ASBE0053-001 08/30/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.80	9.55

ELEC0446-008 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 25.58	1.5%+12.90

ELEV0079-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.90	36.885+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday After Thanksgiving Day and Christmas Day.

b. VACATION: 6% for under 5 years based on regular hourly rate for all hours worked.
8% for over 5 years based on regular hourly rate for all hours worked.

ENGI0406-002 07/01/2014

Rates	Fringes
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POWER EQUIPMENT OPERATOR
 (Crane).....\$ 23.46 8.35

CRANE PREMIUMS:
 50-150 Tons \$1.75
 Over 150 Tons \$2.25

 IRON0623-021 01/01/2021

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 32.85	10.38

 PAIN1244-011 11/01/2019

	Rates	Fringes
PAINTER (Spray).....	\$ 18.83	8.68

 PLUM0060-003 06/07/2021

	Rates	Fringes
PIPEFITTER.....	\$ 29.90	13.29

 ROOF0317-001 12/01/2021

	Rates	Fringes
ROOFER.....	\$ 22.04	9.34

 SHEE0214-013 09/01/2017

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 26.19	14.19

 * SULA2012-027 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 16.31	0.52
CEMENT MASON/CONCRETE FINISHER....	\$ 15.59	0.00

LABORER: Common or General.....	\$ 12.37 **	0.00
LABORER: Mason Tender - Brick....	\$ 12.17 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.33	2.09
PAINTER (Brush and Roller).....	\$ 18.30	8.91
PLUMBER.....	\$ 23.72	8.30
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.83	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.26	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

