

CONSTRUCTION/RENOVATION PROJECT PROCUREMENT

Public Works – as defined in R.S. 38.2211 (A) (13), includes any contract for the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity. These contracts also include labor and materials.

Supplier Registration – The first step in doing business with LSU is to ensure that you are a registered supplier in LSU’s Supplier database. A signed W-9 or W-8 form must be submitted with the application to complete the enrollment process to obtain an LSU Supplier ID. To register as a supplier, go to https://lsu.edu/administration/ofa/procurement/supplier_registration.php.

In the supplier application, suppliers indicate their preferred payment method. LSU encourages the use of electronic payments through Paymode. After becoming an LSU Supplier, the supplier can register for Paymode at <https://www.paymode.com/lsu>.

To update information on an existing supplier record, email the Supplier Help Desk at suppliers@lsu.edu. To change the selected payment method, email Accounts Payable & Travel at aptravel@lsu.edu.

The LSU Supplier Basics web page provides additional information on a variety of topics at <https://lsu.edu/administration/ofa/procurement/supplierbasics.php>

HELPFUL LINKS

LSU Procurement Services <https://lsu.edu/administration/ofa/procurement/index.php>

LSU Planning Design & Construction <https://lsu.edu/pdc/>

LSU Facility Services <https://www.lsu.edu/fs/>

Louisiana Office of Facility Planning & Control <https://www.doa.la.gov/dao/fpc/>

Louisiana State Licensing Board for Contractors www.lslbc.louisiana.gov

East Baton Rouge Parish Clerk of Court – Recording Department
<https://ebrclerkofcourt.org/Departments/Recording>

Public Works Bid Projects: Centerline BidConnect <https://www.centerline.co/bidding/login>

MRO Bids: Louisiana Procurement and Contract Network (LaPAC)
<https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

TITLE 38 CONSTRUCTION CONTRACT THRESHOLD REQUIREMENTS

Direct Appoint Projects

Estimated Construction Costs	Purchase Order/Contract Requirements NOTE: Purchase orders are issued for ALL dollar amounts.
\$5,000 and Under	<ul style="list-style-type: none"> • Signed and dated quote less than 45 days old • Insurance & Indemnification • No contract required
Over \$5,000 Not to Exceed \$24,999	<ul style="list-style-type: none"> • Signed and dated quote less than 45 days old • Insurance & Contractor's Notarized Affidavit • LA Contractor's License required for plumbing, mechanical or electrical projects \$10,000 and above • Performance Bond and Payment Bond at option of project manager • Written contract (and bond(s), if required) recorded at Clerk of Court's Office in parish where work is being done • 10% Retainage withheld • Notice by Owner of Acceptance of Work issued by LSU when project is substantially complete • Acceptance must be recorded at Clerk of Court's office • After 45-day lien period, original clear lien certificate must be obtained from Clerk of Court's office and be submitted to LSU with invoice in the amount of the retainage previously withheld so retainage payment can be made by LSU
\$25,000 Not to Exceed \$225,000	<ul style="list-style-type: none"> • Signed and dated quote less than 45 days old • Insurance & Contractor's Notarized Affidavit • LA Contractor's License required for plumbing, mechanical or electrical projects \$10,000 and above (projects \$50,000 and above require LA contractor's license) • Performance Bond and Payment Bond along with Power of Attorney • Written contract and bonds recorded at Clerk of Court's Office in parish where work is being done • 10% Retainage withheld • Notice by Owner of Acceptance of Work issued by LSU when project is substantially complete • Acceptance must be recorded at Clerk of Court's office • After 45-day lien period, original clear lien certificate must be obtained from Clerk of Court's office and be submitted to LSU with invoice in the amount of the retainage previously withheld so retainage payment can be made by LSU

Solicited Bid Projects (Based on Planning, Design & Construction or Facility Services discretion)

Invitation to Bid sent by LSU project manager to multiple suppliers

Estimated Construction Costs	Purchase Order/Contract Requirements NOTE: Purchase orders are issued for ALL dollar amounts.
\$25,000 Not to Exceed \$225,000	<ul style="list-style-type: none"> • Solicited Bid Form OR Signed and dated quote less than 45 days old • Insurance & Contractor's Notarized Affidavit • LA Contractor's License required for plumbing, mechanical or electrical projects \$10,000 and above (projects \$50,000 and above require a LA contractor's license) • Performance Bond and Payment Bond along with Power of Attorney • Written contract and bonds recorded at Clerk of Court's Office in parish where work is being done • 10% Retainage withheld • Notice by Owner of Acceptance of Work issued by LSU when project is substantially complete • Acceptance must be recorded at Clerk of Court's office • After 45-day lien period, original clear lien certificate must be obtained from Clerk of Court's office and be submitted to LSU with invoice in the amount of the retainage previously withheld so retainage payment can be made by LSU

Public Bid Projects

Invitation to Bid publicly advertised as required by Public Bid Law

Required to be publicly advertised 3 times in 3 weeks. Advertisement for Bid provides bid due date and instructions for submitting sealed bid on Louisiana Uniform Public Work Bid Form. Bid Bond must be submitted.

These projects are contracted for by the LSU Procurement Services office.

Projects currently advertised for public bid can be found at <https://www.centerline.co/bidding/login>

Estimated Construction Costs	Purchase Order/Contract Requirements NOTE: Purchase orders are issued for ALL dollar amounts.
<p align="center">\$225,000 Not to Exceed \$999,999</p>	<ul style="list-style-type: none"> • Solicited Bid Form, Insurance, Contractor’s Notarized Affidavit, Verification of Employees & Attestation • 5% Bid Bond required • Contractor’s License required • Performance Bond and Payment Bond along with Power of Attorney • Written contract and bonds recorded at Clerk of Court’s Office in parish where work is being done • 10% Retainage withheld for projects up to \$500,000; 5% retainage withheld for projects \$500,000 and greater • Notice by Owner of Acceptance of Work issued by LSU when project is substantially complete • Acceptance must be recorded at Clerk of Court’s office • After 45-day lien period, original clear lien certificate must be obtained from Clerk of Court’s office and submitted to LSU with invoice in the amount of the retainage previously withheld so retainage payment can be made by LSU

Capital Outlay Projects

Sealed Bid publicly advertised as required by Public Bid Law

Projects with estimated construction costs \$1,000,000 or greater.

These projects are contracted for by the State Office of Facility Planning & Control (FPC).

Projects currently advertised for public bid can be found at <https://www.doa.la.gov/dao/fpc/project-administration-state/construction-bid-advertisements-and-results/>

THE CONTRACTING PROCESS (\$5,000 OR MORE)	
Step 1	Requisition entered into LSU procurement system
Step 2	LSU Procurement Services buyer reviews requisition and emails contracts/supporting documentation to contractor
Step 3	Contractor returns contract and other required documents to LSU Procurement Services
Step 4	LSU Procurement Services buyer reviews contract documents and signs contract; notifies Contractor when fully executed contract is ready for pick up
Step 5	Contractor takes original, fully executed contract to the Clerk of Court’s office in the parish where work is to be performed and has contract recorded; receives an original certificate of recordation
Step 6	Contractor returns original certificate of recordation to LSU Procurement Services
Step 7	LSU Procurement Services buyer provides notice to proceed authorization to LSU Project manager
Step 8	LSU Project manager issues official Notice to Proceed to contractor
Step 9	Contractor begins work

THE CONSTRUCTION/PAYMENT PROCESS (\$5,000 OR MORE)

- Step 1** Contractor performs work
- Step 2** Contractor submits monthly payment applications/invoices to LSU Project manager
- Step 3** Retainage is withheld from payment applications/invoices
- Step 4** LSU Project manager issues Notice of Acceptance when project is substantially complete.
- Step 5** Contractor records Notice of Acceptance
- Step 6** 45 days after recordation of Acceptance, contractor picks up original Clear Lien and submits to LSU, along with payment application/invoice in the amount of retainage previously withheld
- Step 7** Retainage payment is released to contractor
- Step 8** Project under warranty for one year from date of acceptance

WORKING ON LSU CAMPUS

The following is provided for general informational purposes only. Refer to the project contract documents for project specific information.

Parking - LSU campus is strictly limited. The Contractor will be required to obtain and pay for parking permits from LSU for each vehicle used. Information on parking fees is available from LSU Parking and Transportation Services at https://lsu.edu/parking/contractor_permit.php

Utility Locate Request – An approved Utility Locate Request Form from Facility Services is required prior to any excavation on campus if the project will involve any excavation or underground work. The form can be found on the Facility Services website at <https://www.lsu.edu/fs/about/forms/all-forms.php>

Superintendent – Contractor shall designate a Superintendent and ensure that they remain on the project site when any work is being performed or materials are being delivered.

Utilities – LSU will furnish and pay for basic utility services that are existing at the site, unless otherwise indicated in the specifications. LSU will not be responsible for any temporary utilities brought to the site by the contractor.

Cleanup – The Contractor shall be responsible for debris removal from campus. Unless otherwise indicated in the specifications, use of LSU dumpsters is not allowed. At no time shall debris be placed outside the building unless contained in a contractor provided dumpster, trailer or truck.

Disposal of Waste Materials – Contractors shall be responsible for the proper disposal of waste materials. Contaminated water and solvents used for daily equipment cleanup are to be securely stored for off-site disposal. DISPOSAL IN ANY CAMPUS DRAINAGE SYSTEM IS STRICTLY FORBIDDEN.

Safety of LSU Students, Faculty and Staff – LSU students, faculty and staff shall not be exposed to any harmful construction debris or hazardous materials. The Contractor is to maintain security of the site and building at all times. Contractors shall erect and maintain appropriate access restricting barriers and warning signs to prohibit entry into construction work sites by unauthorized personnel. The Contractor shall comply with all OSHA regulations on the job site.

Sexual Harassment – LSU has zero tolerance for sexual harassment and foul language on the LSU campus. Verbal or physical actions or motions either directed at passersby or between contractors that may be perceived as harassment are not allowed. Even whistling at other contractors to direct them is discouraged as it may be perceived as harassment. Any notifications or complaints received, whether intended or not, will result in individuals not only being immediately removed from the project and the LSU campus, but also not being allowed on any other project on the campus in the future.

Tobacco Products – LSU is a tobacco-free campus. Smoking and the use of tobacco products on the LSU campus is prohibited.

ADDITIONAL INFORMATION

Bid Bond – all bids for public bid projects must be accompanied by a bid security in an amount of five percent (5%) of the base bid and all alternates.

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

Bid security furnished by the 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 Bid Documents, within fifteen (15) days after written notice that the instrument is ready for 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.

Contractor License – Construction projects \$50,000 and above; one dollar (\$1) or more for hazardous materials; or in excess of \$10,000 for Plumbing, Electrical or Mechanical require the Contractor to be licensed in the State of Louisiana.

Payment Requests – The Contractor shall submit to the project manager an Application and Certificate for Payment on the AIA Document G702-1992 accompanied by AIA Document G703-1992 or equivalent. The application does not have to be notarized. Materials stored on-site may be included in the payment request. No payment will be made for advance purchase of materials or for materials stored off-site.

Performance and Payment Bond (along with Power of Attorney) – When required, the Contractor shall furnish and pay for a Performance Bond and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of the Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount or must be an insurance company domiciled in Louisiana or owned by Louisiana residents.

If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Retainage – A 10% retainage will be withheld from payment requests for projects \$5,000 to less than \$500,000. A 5% retainage will be withheld from payment requests for projects \$500,000 and above. Upon completion of the project, a Notice by Owner of Acceptance will be sent by LSU to the Contractor. The Contractor is to file acceptance with the Clerk of Court's office where the original contract was recorded. After a 45-day clear lien period, the Contractor is to obtain the original clear lien certificate from the Clerk of Court and submit to LSU along with an invoice for retainage previously withheld.

INSURANCE MINIMUM LIMITS AND REQUIREMENTS

The Contractor shall purchase and maintain without interruption for the duration of work performed for or on behalf of the university and 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. Failure to maintain the required insurance shall be a material breach and shall entitle University to all remedies provided for in the Contract, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

The Board of Supervisors of Louisiana State University and
Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

