

NICHOLLS STATE UNIVERSITY
Thibodaux, Louisiana

Bid No. SB01919

**TITLE: Repairs to Harold J. Callais Recreation Center
Nicholls State University, 220 NSU-Colonel Drive, Thibodaux, LA 70301**

**NON-MANDATORY PRE-BID MEETING (in person): 2:00 PM, 02/03/2026
Harold J. Callais Recreation Center
147 Bowie Road, Thibodaux, LA 70301**

**BID SUBMISSION DEADLINE: 3:00 PM 02/26/2026
Required bid documents to be submitted to bids@nicholls.edu**

**ZOOM BID OPENING Thursday, 02/26/2026 5 at 3:00PM on Zoom, which is available for viewing by
registering at <https://nicholls-edu.zoom.us/j/84010217163?pwd=NtaaQS1dGueQwigJUSKbh8UE7rfVSL.1>
Meeting ID 840 1021 7163 Passcode 012950**

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE STOPHER GYM AIR HANDLER REPLACEMENT PROJECT ON THE CAMPUS OF NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

BID DEADLINE

The Purchasing Office at Nicholls State University will electronically receive bids for this solicitation up to the above-mentioned date and time. Bids will not be received after this specified hour and date. Bids will be publicly opened and read by a designated employee of the Purchasing Department.

This is a *Competitive Sealed Bid*. See *Guidelines for Electronic Submission of Bids and Virtual Bid Openings* in the following pages of this solicitation, which contains complete details for submitting bids. Further information can be found in the attached INSTRUCTIONS TO BIDDERS.

Bidders submitting bids in the amount of **\$50,000.00** or more SHALL show their license number in the subject line of their electronic bid submission; bids not submitted in accordance with this requirement, SHALL be rejected and shall not be read.

Bid must be received by the due date and time in the Purchasing Office as per the instructions outlined in this solicitation. Bid must be submitted with the BID NUMBER IN THE SUBJECT LINE of the electronic submission. The public bid opening will take place on **02/26/2026 at 3:00PM on Zoom, which is available for viewing by registering on Thursday, 02/26/2026 at 3:00PM on Zoom, which is available for viewing by registering at <https://nicholls-edu.zoom.us/j/84010217163?pwd=NtaaQS1dGueQwigJUSKbh8UE7rfVSL.1>**

Meeting ID 840 1021 7163 Passcode 012950

All inquiries regarding this request shall be directed to the Director of Purchasing at (985) 448-4031 or terry.dupre@nicholls.edu

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Contractors, by Submitting the bid on the signed Public Works Bid Form, certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the contractor submitting the signed public works bid form proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

01/23/2026

ADVERTISEMENT FOR BIDS

Sealed bids will be received, until 3:00 p.m. Central Time on **February 26, 2026**, by the Nicholls State University Purchasing Department, 104 Elkins Hall / P. O. Box 2052, Thibodaux, LA 70301, at which time the bids will be opened and read aloud for the following bid solicitation:

Bid Number SB01919, - Provide all labor, tools materials, and equipment for the repairs to the Harold J. Callais Recreation Center

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit at <https://www.nicholls.edu/purchasing/> Under Bid Documents.

Bid responses on the bid documents provided will be submitted to bids@nicholls.edu by the date and time referenced.

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

No bids will be received after the date and hour specified. The University reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity.

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

Performance and Payment Bonds required. Workers Compensation and Employers Liability required. General Liability and Automobile Liability insurance required. Builders Risk Insurance Required.

A NON-MANDATORY PRE-BID CONFERENCE SHALL BE HELD FOR ALL PRIME BIDDERS AT 2:00 PM CENTRAL TIME ON WEDNESDAY, FEBRUARY 03, 2026 IN THE LOBBY OF THE HAROLD J. CALLAIS RECREATION CENTER, LOCATED AT 147 BOWIE ROAD, THIBODAUX, LA 70301

Bidder representation at the pre-bid conference shall be by a principal of the prime contractor submitting the bid and/or an individual of the company having authority to make financially binding decisions on behalf of the prime contractor. Contractor shall be present during the entire mandatory pre-bid conference.

Nicholls State University is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at www.doa.louisiana.gov/fpc/fpc.htm.

Nicholls State University is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to affect this commitment in its operation. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Acts 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 Davis Bacon Act of 1931 (Federal Acquisition Regulation part 52.222-6), and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. jason@santiny.net

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA
Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

To appear on: 1st Date January 23, 2026nd Date: January 27th, 2026, February 02nd, 2026

Sealed Bids are due to be delivered to bids@nicholls.edu by 3:00 PM on February 26th, 2026.

COMPLIANCE TO SCHEDULE/LIQUIDATED DAMAGES: DUE TO THE IMPORTANCE OF THE SCHEDULE, LIQUIDATED DAMAGES IN THE AMOUNT OF TWO HUNDRED DOLLARS (\$100.00) PER DAY WILL BE ASSESSED FOR EVERY CALENDAR DAY THAT THIS PROJECT IS NOT COMPLETE BEYOND One Hundred Twenty (120) CONSECUTIVE CALENDAR DAYS OF THE NOTICE TO PROCEED.

BID SECURITY REQUIREMENTS: Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. **The Bid Bond Form provided in this specification shall be used.** The bid security shall be drawn in favor of Nicholls State University and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order*, Certified Check* or Cashier's Check*. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A"- Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works Project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials payment Bond in an amount equal to one hundred percent (100%) of the contract amount.

*Bid security in the form of a Bank Money Order, Certified Check or Cashier's Check shall be scanned and included with the bid submission (front and back) and the original must be mailed to and received no later than 3 business days after the bid opening.

Nicholls State University
Purchasing Office
PO Box 2052
Thibodaux, LA 70310

LOUISIANA CONTRACTORS LICENSE REQUIREMENTS: Contractors or contracting firms submitting bids in the amount of \$50,000.00 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes 1950 and show their license number in the subject line of the email submission. Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 in the following classification: **Building Construction or other Specialty Classification suitable to complete the work.** Bids in the amount of **\$50,000.00** or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this Project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days **after** the opening of bids. **Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.**

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL: In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

BUSINESS HOURS: Please send all correspondence electronically or through USPS. In-person delivery of document(s) will NOT be accepted. Business hours are Monday through Friday, 8:00 am to 12:00 pm, 1:00 pm to 4:30 pm. The Purchasing

Office will be closed during Federal, State and University holidays. It is the responsibility of the prospective bidder to be aware of such closures.

Please note that courier services such as UPS, FedEx, and DHL will be **UNABLE to deliver to the Purchasing Office**. See *Guidelines for Electronic Submission of Bids and Virtual Bid Openings* on page 4 of this solicitation for more detailed information.

In providing this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

SITE VISIT/CONTACT INFORMATION: It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite before or after the and for further information, prospective bidder is to contact **Danielle Breaux, Director of Facilities and Project Management, 985-448-4780**

PRE-BID MEETING INFORMATION: A **NON-MANDATORY** pre-bid meeting will be held at **2:00PM on 02/03/2026, in the lobby of the Harold J. Callais Recreation Center located at 147 Bowie Road, Thibodaux**, at which time details of plans and specifications will be discussed.

TAX RELATED INFORMATION: TAX EXEMPTION: The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form R-85012-T (Public Projects Contractor / Subcontractor: Sales Tax Certification and Exemption Application – Louisiana Revised Statute 47:305.7(A)(1)(b)) to the Louisiana Department of Revenue for each contract / subcontract associated with the work.

For further information, prospective bidder should contact the Purchasing Department at terry.dupre@nicholls.edu or call 985-448-4031.

END OF SECTION

DETAILED SPECIFICATIONS

PROPOSAL FOR FURNISHING ALL LABOR, TOOLS MATERIALS AND EQUIPMENT FOR:

Repairs to the Harold J. Callais Recreation Center:

WORK TO INCLUDE:

Painting of ceiling and associated work

Gymnasium floor refinishing

Insulation work

Athletic rubberized floor cleaning and replacement

Lighting

Suspended Ceiling Work

Please review the Unit Pricing Form for detail scope of work.

UNIT PRICING FORM MUST BE COMPLETED AND RETURNED WITH THE PUBLIC WORKS BID FORM AND BID BOND.

Last day to ask questions about project is at 4:30 PM on 02/11/2026. An addendum must be issued by the University by 02/13/2026 due to the closure of the University for the Mardi Gras Holiday on 02/16/2026 and 02/17/2026.

END OF SECTION

VENDOR CHECK LIST

REQUIRED FORMS/ITEMS UPON BID SUBMISSION

- ___ Louisiana Uniform Public Works Bid Form
- ___ Bid Security Equal to 5% of Bid
- ___ Louisiana Contractor's License Number (If Applicable) **in Subject Line of email**
- ___ If company bidding is a corporation, Corporate Resolution or written evidence of authority of person signing the bid for the public work (See ***annotation on Louisiana Public Work Bid Form.*)

REQUIRED FORMS AFTER BID OPENING/UPON BID AWARD

- ___ Attestation Affidavit (ALL BIDDERS, WITHIN 10 DAYS OF BID OPENING)
- ___ Non-Collusion Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- ___ Disclosure of Ownership Affidavit (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- ___ Performance and Payment Bond (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- ___ Certificate of Insurance (*Insurance requirements revised February 2019*)
- ___ Certificate of Recordation of Contract and Bonds
- ___ Clear Lien Certificate

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 985-448-4031.

CAMPUS DELIVERIES

The campus is not fully open for receiving deliveries by courier at this time. Please send samples or other associated documents via US Mail only when a hard copy is requested or deemed necessary. The University Post Office (located inside the Student Union) will accept packages with proper postage to place in the Purchasing Department's mailbox. The phone number is 337.482.6113.

Guidelines for Electronic Submission of Bids and Virtual Bid Openings

BID SUBMISSIONS - USPS Mail bid submittal and In-person delivery of bids at the Purchasing Office ARE NO LONGER ACCEPTED.

This information applies to competitive sealed bids. Bidders shall submit proposals by EMAIL ONLY:

Electronic submittal: Bidders must submit bids electronically containing the mandatory information detailed in the bid specifications to be considered for the bid award. Without exception, the bid must be received at bids@nicholls.edu on or before the date and time specified as its deadline. Bidders e-mailing their bids should allow sufficient time to ensure receipt of their proposal by the time specified. The timestamp recorded in the email acknowledgement shall be the official time of the submission.

The electronic submittal must contain the following information in the Subject Line:

File Number

Company Name

LA Contractor's License No. (if applicable)

If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller email messages with "Part 1 of ____" **included at the end of each original Subject Line** (e.g. File No. 22200 – ABC Contractors, License No. 12345, Part 1 of 3).

The University assumes no responsibility for assuring accurate/complete e-mail transmission and receipt. The responsibility lies solely with each bidder to ensure their submission is received at the specified email address prior to the deadline. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) shall not be considered.

Bids advertised on LAPAC will show a solicitation file number formatted like 50008-SB##### It is only necessary to include the last five (5) digits of that number in the Subject Line.

Bids shall be submitted in .pdf format.

Faxed submittals will not be accepted.

Bid Submissions for Public Works/Construction: In addition to the above, the following applies to Title 38 Public Works electronic bid submittals.

The bidder must sign electronically or submit a scanned signature on the Louisiana Uniform Public Works Bid Form.

As stated on the Louisiana Uniform Public Works Bid Form, 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) shall be enclosed, if your business is a corporation.

Bid submittal shall include security equal to 5% of bid. bid security shall be drawn in favor of the Nicholls State University and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order*, Certified Check* or Cashier's Check*. **The Bid Bond Form provided in this specification must be used.**

Bid security in the form of a Bank Money Order, Certified Check* or Cashier's Check* shall be accepted as bid security when submitting bids electronically if both the front and back of the bid security is scanned and included with the bid submission. The hard copy of that document must be received no later than three (3) business days after the bid opening at:

**Nicholls State University
Purchasing Department
PO Box 2052
Thibodaux, LA 70310**

Louisiana Contractor's License Number shall be in the subject line of the bid for ALL bids greater than or equal to \$50,000.00.

Bids for Plumbing/Electrical/Mechanical Work greater than or equal to \$10,000.00 shall disclose the Louisiana Contractor's License Number in the Subject Line.

Asbestos Abatement bids exceeding \$1.00 shall disclose the Louisiana Contractor's License Number in the Subject Line.

BID OPENINGS: Bid openings will be open to the public, conducted virtually using Zoom. To ensure an accurate list of attendees, parties interested in viewing the opening must register for the meeting.

The link to register for each bid opening shall be provided with the Invitation to Bid. The link will be live at that time and will provide live audio access to the bid opening.

The Bid Opening Zoom meeting shall begin at the top of the hour listed in the specifications as the Bid Opening time. The actual opening of bids shall begin at five (5) past the hour to allow all attendees to log in and sign in properly. The public bid opening for this solicitation will take place on **Thursday, 02/26/2026 at 3:00PM on Zoom, which is available for viewing by registering at <https://nicholls-edu.zoom.us/j/84010217163?pwd=NtaaQS1dGueQwigJUSKbh8UE7rfVSL.1>**

Meeting ID 840 1021 7163 Passcode 012950

Requests for bid tabulations and solicitation inquiries should be directed to terry.dupre@nicholls.edu as listed in the solicitation/ITB.

END OF SECTION

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

(a) CONTRACTOR shall not visit or utilize the facilities of university if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;

(b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;

(c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and

(d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or ay facilities or equipment therein of University.

END OF SECTION

AWARD AND EXECUTION OF CONTRACT: If the contractor is notified by Nicholls State University Purchasing Department of the acceptance of his or her bid, the contractor agrees to execute the "Contract Between Owner and Contractor," a sample copy of which is attached to the Bid Documents, within (10) days after notice from the Owner that the instrument is ready for signature, and contractor will record the contract with the Parish Clerk of Court, at the contractor's expense, within (14) days thereafter.

If the Bidder fails to complete all requirements for executing the "Contract Between Owner and Contractor" within ten (10) days after notification, the Owner may reject the Notice of Award.

GENERAL CONDITIONS

1.1 ASSIGNMENT: The Contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Owner. Any attempted assignment under the Contract shall be void and of no effect.

1.2 CHANGE ORDERS: The Owner reserves the right to order changes within the general scope of the Work consisting of additions, deletions or modifications. The contract sum, the contract time and all such changes shall be authorized solely by written Change Order.

The Project Coordinator shall negotiate, in the best interests of the Owner, any such change order with the Contractor. The change order shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead.

1.3 CONTRACT AGREEMENT

1.3.1 Any project in the amount of \$5,000 or more will require a formal two party contract. If the contract is in the amount of \$25,000 or more, then performance and payment bonds will be required. The Contract, and any properly executed amendment thereto, the Invitation for Quotation, the Contractor's quotation response and the Contractor's performance guarantees (if required) shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

1.3.2 The Contractor shall execute a contract with the Owner, in the form prescribed herein by the Owner, no later than the expiration period for furnishing verification of insurance coverage.

1.3.3 The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

1.4 CONTRACT TIME: The Contractor shall be especially attentive to the urgency of the Work and that time is of the essence. The Work shall be completed within the contract time specified or within the time limit as may be extended by the Project Coordinator.

1.5 FORCE MAJEURE: The Contractor shall notify the Owner promptly, in writing, of any material delay in performance of said Contract and shall specify, in writing, to the Project Coordinator the proposed revised performance date within ten (10) calendar days after notice of delay. The Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance shall be extended for a period equal to the time lost by reason of delay on written approval of the Project Coordinator.

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be

considered a breach of the Contract.

1.6 GOVERNING LAW: The Contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Contract or the validity or enforceability of the Contract.

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

1.8 INDEPENDENT CONTRACTOR: All of the Contractor's employees furnishing or performing services under the Contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the Owner. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Owner.

1.9 INSPECTION: The Contractor shall visit the site of the proposed Work, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed Work. The Contractor shall be especially aware of the existence of electric, gas, water, telephone and other utilities and facilities which may be in the way of or adjacent to the Work and the Contractor shall plan to do everything necessary to protect utilities and to protect persons and property from injury, damage or loss that may come in contact with these utilities. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

The Contractor shall permit inspection of its operations at any time by the Owner and the Project Coordinator to determine that standards of quality and cleanliness are being met.

1.10 INSURANCE: The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's quotation. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Owner.

1.11 LIENS: The Contractor shall at all times keep the Owner free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment furnished) by the Contractor pursuant to the terms of the Contract. If any such lien shall at any time be filed against Owner's premises in connection with the Work and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the Owner may, without prejudice to any other right or remedy the Owner may have, withhold payment due the Contractor until such lien is removed. The Contractor shall be held liable for all costs and expenses (including attorney's fees) incurred by the Owner in resolving said lien and same may be deducted from any payments

due the Contractor under the Contract.

1.12 NOTICES: Any notice required under the Contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the Owner, unless otherwise amended in the Contract. Notification to the Owner shall be to Nicholls State University, Purchasing Department, PO Box 2052, Thibodaux, 70310.

1.13 PAYMENT: As Work progresses, the Contractor may render monthly invoices based upon the amount of the Work completed, less ten (10%) percent retainage. Stated Work completed shall be subject to the inspection and acceptance of the Project Coordinator, Architect or Engineer. An original invoice and at least two photocopies of the invoice shall be mailed or delivered to the Project Coordinator, Architect or Engineer. The appropriate individual to receive the invoice will be clarified at the time of the pre-construction conference. The Project Coordinator, Architect or Engineer will be responsible for generating the necessary acceptance document to be submitted with the original invoice to the Nicholls State University Purchasing Department. Upon substantial completion of the Work, and final inspection and certification by the Project Coordinator, Architect or Engineer, the Contractor shall not be paid more than ninety (90%) percent of the contract sum. Final payment may then be issued for the retained portion forty-five (45) days thereafter upon presentation of a Clear Lien Certificate from the Parish Recorder of Mortgages stating there exists no known claims against the Work. All payments will be processed by the Purchasing Department and mailed through the Controllers Office.

1.14 PERMITS AND LICENSES: The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the Contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

1.15 PERSONNEL: The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services specified under the Contract shall do so in a proper, workmanlike, and dignified manner.

1.16 PRESENCE ON OWNER'S PREMISES: The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the Owner's premises shall obey the rules and regulations that are established by the Owner and shall comply with reasonable directives of the Owner's officers.

The Contractor shall be responsible for the acts of its agents and employees while on the Owner's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the

Owner's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the Owner's premises or equipment. On the Contractor's failure to make restitution, the Owner may repair such damage and the Contractor shall reimburse the Owner promptly for the cost of repair.

Nicholls State University is a tobacco free campus.

1.17 SAFETY: The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Work.

1.18 SECURITY: The Owner shall provide its routine general security patrols, and intrusion, theft, and fire protection applicable to the area. If the Contractor requires additional security for equipment and property, it shall be provided by, or coordinated through, the Owner's University Police Department, for which the Contractor agrees to pay prevailing charges. No other security staff may be employed by the Contractor. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency agencies except through the Owner's University

Police Department

The Owner shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, its subcontractors, employees or agents, which may be stored at the project site.

1.19 STANDARD OF PERFORMANCE: The Contractor agrees to perform the services specified under the Contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

1.20 SUBCONTRACTORS: The Contractor shall perform all major portions of the specified Work without the use of subcontractors. Minor sections of the Work may be subcontracted, unless otherwise prohibited in the specifications, if approved by the Project Coordinator.

1.21 SUPERVISION: The Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees and agents in the areas under the Contract.

1.22 SURRENDER OF PREMISES AND EQUIPMENT: On termination or expiration of the Contract, the Contractor shall vacate all parts of the Owner's premises occupied by it and shall restore the premises (together with all equipment furnished) to the Owner in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the Owner.

1.23 SURVIVAL: The terms, conditions, representations, and warranties contained in the Contract shall survive the termination or expiration of the Contract.

1.24 TAXES: The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. Nicholls State University is exemption from sales taxes. This exemption does not transfer to the contractor.

1.25 TERMINATION PROCEDURE: In the event that either party shall fail to maintain or keep in force any of the terms and conditions of the Contract, the aggrieved party may notify the other party in writing by registered or certified mail of such failure and demand that the breach be remedied within ten (10) calendar days. Should the defaulting party fail to remedy the breach within said period, the aggrieved party shall then have the right to terminate the Contract, without prejudice to any other remedy the aggrieved party may have, by giving the defaulting party written notice by registered or certified mail.

In case of default by the Contractor, the Owner reserves the right to purchase any or all items or services in default in open market, charging the Contractor with any excessive costs.

1.26 USE OF OWNER'S FACILITIES: The Contractor, its agents and employees shall have the right to use only those facilities of the Owner that are necessary to perform services under the Contract and shall have no right of access to any other facility of the Owner.

1.27 WARRANTY OF WORK: The Contractor shall be fully responsible for all materials and services provided whether or not the Contractor produces them. The Contractor shall warrant to the Owner that all materials and equipment furnished are new (unless otherwise provided in the specifications) and that all labor, materials and workmanship shall be of good quality, free of defects and in conformance with the Contract. Unless otherwise specified, all equipment provided by the contractor shall maintain the standard warranty of the manufacturer of the items installed.

SPECIAL CONDITIONS

1.1 ACCESS TO RECORDS: The Contractor agrees that the Owner and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to the quotation and any resulting Contract.

2.1 ACCIDENTS: The Contractor agrees that in the event of an accident of any kind and degree, the Contractor will immediately notify the Owner's Project Coordinator and/or the Safety and Environmental Health Department (985-448-4783) and thereafter furnish a full written report of such major or minor accident.

3.1 COPYRIGHTS AND PATENTS: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract of which Contractor is not the patentee, assignee, or licensee.

4.1 DISPOSAL OF NON-HAZARDOUS MATERIALS: The Contractor shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by Work. Removal of all trash, waste materials and debris generated by the Work shall be the responsibility of, and at the expense of, the Contractor. Trash receptacles on the University campus may only be used by the Contractor for very small amounts of non-hazardous, biodegradable refuse.

5.1 EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER: The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, sex or sexual orientation.

6.1 HAZARDOUS WASTE GENERATION: In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the Owner.

7.1 KEYS: The Contractor shall be responsible for keys issued to the Contractor, its Subcontractor, its Sub-subcontractor, or anyone directly or indirectly employed by any of them. In the event of loss of any keys, the Contractor shall reimburse the Owner in whole or in part to correct any breach of security resulting. The Owner reserves the right to hold or deduct any costs from payments due the Contractor to insure reimbursement for the security breach caused thereby.

8.1 LAWS: The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the local, state, and federal government in the performance of the Work.

9.1 LIQUIDATED DAMAGES: The Contractor may be assessed liquidated damages when the Work is not substantially complete, beginning with the first calendar day beyond the Contract Time stated in the Contract, not as a penalty, but as acknowledged liquidated damages. See Quotation Response Form Page 1 for assessed amount.

10.1 PRESENCE OF CONTRACTOR: The Contractor shall perform the services contemplated by the Work without interfering in any way with the activities of the Owner's students, faculty, staff, or visitors.

11.1 PUBLICITY: The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the Owner without the express written approval of the Owner for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the Owner on its routine client list for matters of reference.

12.1 RECORDING THE CONTRACT

- 12.1.1** The Owner shall require the Contractor to record, at the Contractor's expense and prior to commencement of the Work, the Contract and Performance and Payment bonds, if any, with the Recorder of Mortgages in the parish where the Work is to be performed.
- 12.1.2** The Contractor shall deliver a copy of the recorded Contract to the Owner's Purchasing Department verifying the Contract as recorded with the Parish Recorder of Mortgages. The Owner's Purchasing Department will then issue a Purchase Order for commencement of the Work.
- 12.1.3** After inspection and upon acceptance of the Work as substantially complete by the Project Coordinator, the Contractor shall obtain a Certificate of Substantial Completion from the Project Coordinator in order for the Contractor to record, at the Contractor's expense, the Work as substantially complete with the Parish Recorder of Mortgages.
- 12.1.4** Upon expiration of the time period required after filing the Certificate of Substantial Completion, the Contractor shall submit to the Owner's Purchasing Department, a Clear Lien Certificate from the Parish Recorder of Mortgages. The final Application for Payment may then be processed provided the Project Coordinator finds the Work acceptable under the Contract Documents, the Contract fully performed and there are no known claims against the Work.

13.1 REPORTING TO THE PROJECT COORDINATOR: The Contractor shall be required to "sign-in" daily at the Project Coordinator's office before reporting to the project site. The Contractor may be required to "sign-out" daily at the Project Coordinator's office upon leaving the project site. The Project Coordinator may waive these requirements or a portion thereof depending on the nature and location of the Work. If the Work is required to be performed on weekends or holidays, then the Contractor shall notify the University's Project Coordinator.

14.1 SUBSTANTIAL COMPLETION: Substantial completion of the Work is defined as the date certified by the Project Coordinator when the Work is sufficiently complete, in accordance with the Contract, in order that the Owner can occupy or utilize the Work for which it is intended, as expressed by the Contract. When the Contractor considers the Work substantially complete, the Contractor shall be responsible to contact the Project Coordinator and request an appointment with the Project Coordinator to inspect and certify the Work as substantially complete.

15.1 UTILITY SERVICES: The Owner shall provide, at the Owner's expense, electric power and domestic cold water at existing outlets for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The Owner shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

16.1 WARRANTY PERIOD: The Contractor shall warrant the Work for a period of one (1) year from the accepted date of Substantial Completion of the Work or designated portion thereof, unless a longer warranty period is applicable by law.

ADDITIONAL FEDERAL CLAUSES

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

CLEAN AIR ACT: Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

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

CLEAN WATER ACT: Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

GENERAL REQUIREMENTS

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the Project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

CONSTRUCTION FORCE: The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

PARKING: Contractor shall be responsible for all fees for temporary campus parking permits. The Facility Management department shall request the permits through the UL Parking and Transit department. Contractor shall be required to display the permit on their vehicles at all times while on campus. Failure to do so may result in parking citation.

DEQ NOTIFICATION: The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

STANDARDS: All materials furnished under this contract shall be designed, constructed and rated in accordance with the test applicable standards, and shall pass tests as recommended therein.

WORKMANSHIP AND MATERIALS: The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this Project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

GUARANTEE: The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the Project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

CAMPUS SAFETY POLICY: Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the Nicholls State University website at: <https://www.nicholls.edu/safety/>

LOUISIANA ONE CALL: Nicholls State University is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on Nicholls State University property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

EXISTING LANDSCAPING: Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

COORDINATION OF WORK: The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

STORM WATER RUN OFF PROTECTION: Contractor shall protect the entire construction site from erosion due to storm water run-off. A retention barrier shall be constructed around the entire construction site perimeter to prevent erosion from infiltrating the storm water drainage system.

PAYMENT: The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of Nicholls State University. Nicholls State University shall process payment after verification of the invoice.

On Projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. The retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 10.

FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.

GENERAL CLEAN-UP: The Contractor is responsible for the daily clean-up and disposal of all trash and construction debris relating to this Project.

University dumpsters shall **not** be used for the disposal of debris.

The general Contractor shall be responsible for providing a dumpster and for the proper disposal of all work associated debris at an appropriate (for the type of debris), approved landfill.

Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

Occupied areas (e.g.: Classrooms, Offices, Labs, etc.) shall be broom cleaned and vacuumed at the end of the work day to allow use of the room by the University.

The general Contractor shall be responsible for leaving all spaces and surfaces, free of dust and mopped clean.

Debris and materials shall be removed from the rooms to allow use of the room by the University.

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Nicholls State University
Purchasing Department
906 East First Street, 104 Elkins Hall
PO Box 2052
Thibodaux, LA 70504

BID FOR: Bid Number SB01919
Repairs to Harold J. Callais Recreation Center
Nicholls State University, NSU-147 Bowie Road
Thibodaux, LA 70301

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:

Nicholls State University and dated: January 23, 2026.
(Owner to provide name of entity preparing bidding documents.)

Bidder must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer/University 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 (\$ _____)

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 Unit Price Form shall be used if the contract includes unit prices. Otherwise, it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

Nicholls State University Unit Pricing Form
Repairs to Harold J. Callais Memorial Recreation Center
4A2409QFY570001

PAGE 1 of 3

Work to be performed	Quantity	Unit of Measure	Price per Unit of Measure	Total Price
Contractor to provide all labor, tools, materials and equipment to perform the following work				
Entry/Foyer -paint				
Floor protection-heavy paper & tape	3000	sf		
Protect contents-cover with plastic	400	sf		
Plaster patch/small repair ready for paint	3	ea.		
Mask, prep for paint-plastic, paper tape	256.96	lf		
Mask and prep for paint-tape only	700	lf		
Scrape the ceiling & prep for paint	3463.2	sf		
Seal/Prime then paint ceiling (2 coats)	3463.2	sf		
Final Cleaning	3000	sf		
			TOTAL	
Gymnasium floor refinishing				
Remove gym dividers Curtains	500	sf		
Sand, stain, and finish wood floor	11,799.80	sf		
Install gym divider curtains	500	sf		
			Total	
Cardio Room				
R&R Batt Insulation 10" R30 Unfaced Batt	24	sf		
R&R Suspended ceiling tile 2' X 2' to match existing	24	sf		
			Total	
Weight Room				
Floor protection heavy paper and tape	5935.42	sf		
Content Manipulation charge per hour	80	hr.		
Protect contents - cover with plastic	1200	sf		
	1483.85	sf		
Remove and replace we spray cellulose insulation 10" R34: Includes cellulose insulation, insulation blower, and insulation labor. Labor cost to remove insulation and to discard in a job-site waste receptacle				
Remove rubberized floor surface-glued sheets, poured or rolled	5935.42	sf		
Rubberized floor surface-glued sheets poured and rolled - use like kind and quality	7216.92	sf		
Final cleaning-construction commercial	5935.42	sf		
			Total	

Nicholls State University Unit Pricing Form
Repairs to Harold J. Callais Memorial Recreation Center
4A2409QFY570001

PAGE 2 of 3

Work to be performed	Quantity	Unit of Measure	Price per Unit of Measure	Total Price
North Side Entry				
Remove and Replace Batt Insulation 10" R30 unfaced batt	24	sf		
Remove and Replace suspended ceiling tile 2'x2'	24	sf		
			Total	
Men's Locker Room				
Remove and Replace Batt Insulation 10" R30 unfaced batt	24	sf		
Remove and Replace suspended ceiling tile 2'x2'	24	sf		
			Total	
Staff Locker Room				
Remove and Replace Fluorescent Light Fixture	1	es		
			Total	
Upper Track Area				
Remove rubberized floor surface-glued sheets, poured or rolled -	6764.12	sf		
Rubberized floor surface-glued sheets poured and rolled - use like kind and quality	8802.42	sf		
Mask and prep for paint plastic paper tape (per LF)	128	lf		
Remove and replace window sill - stain grade	64	lf		
Stain and Finish wood window sill	64	lf		
Clean wall paper - clean stains on north side of track	9578.96	sf		
			Total	
Exercise Room A				
Remove and Replace Batt Insulation 10" R30 unfaced batt	443.33	sf		
Remove and Replace suspended ceiling tile 2'x2'	443.33	sf		
Sand Stain and Finish Wood Floor	443.33	sf		
			Total	
Room 206				
Contents move out then reset extra large room	1	ea.		
Remove and replace batt insulation 10" R30 unfaced batt	8	sf		
Remove and Replace suspended ceiling toile 2'X2'	8	sf		
			Total	

Nicholls State University Unit Pricing Form
Repairs to Harold J. Callais Memorial Recreation Center
4A2409QFY570001

PAGE 3 of 3

Work to be performed	Quantity	Unit of Measure	Price per Unit of Measure	Total Price
Room 207				
Remove and Replace Batt Insulation 10" R30 unfaced batt	8	sf		
Remove and Replace suspended ceiling tile 2'x2'	8	sf		
			Total	
Room 205				
Remove and Replace Batt Insulation 10" R30 unfaced batt	24	sf		
Remove and Replace suspended ceiling tile 2'x2'	24	sf		
			Total	
Exercise Room B & C				
Contents move and reset extra large room	1	ea.		
Remove and Replace Batt Insulation 10" R30 unfaced batt	2656.5	sf		
Remove and Replace suspended ceiling tile 2'X2'	2656.5	sf		
Sand stain and finish wood floor	2656.5	sf		
			Total	
General Conditions				
Commercial supervision/project management	32	hrs.		
Scissor Lift 26' platform height (per week)	1	wk.		
Single axle dump truck - per load including dump fees	1	ea.		
			Total	
Total cost to repair Harold J. Callais Memorial Recreation Center		\$ _____		

Contractor Name: _____

Contractor Signature _____

Date _____

RETURN THIS FORM WITH THE LOUISIANA PUBLIC WORKS BID FORM

**BID BOND
FOR
NICHOLLS STATE UNIVERSITY PUBLIC WORKS PROJECTS**

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Louisiana, Nicholls State University (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly 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)

Repairs to Harold J. Callais Recreation Center
Nicholls State University, NSU 147 Bowie Road
Thibodaux, LA 70301

Bid No. SB01919

Name of Project

Project No.

STATE OF LOUISIANA

[] PARISH OF _____

[] COUNTY OF _____

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

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

Nicholls State University and _____
represented by (print or type) _____ attests that s/he
is empowered and authorized to execute said documents.

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

- 1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or Project or in securing the public contract wherein the regular course of their duties for affiant; and
- 2) That no part of the contract price received by affiant was paid or will be paid to any person, Corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or Project were in the regular course of their duties for affiant.

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

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

Notary Public

NOTE: Affidavit submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with LA. R.S. 38:2212.10.

Repairs to Harold J. Callais Recreation Center Bid No. SB01919

Nicholls State University, NSU 147 Bowie Road
Thibodaux, LA 70301

Name of Project

Project No.

STATE OF LOUISIANA

PARISH OF

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

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

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

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

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

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

A. 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.

Repairs to Harold J. Callais Recreation Center	Bid No. SB01919
Nicholls State University, NSU 147 Bowie Road	
Thibodaux, LA 70301	

Name of Project	Project No.
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LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

A.R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20____.

Notary Public

FOR INFORMATION ONLY

This document will be prepared by Nicholls State University in the form appropriate for the project.

STATE OF LOUISIANA
PARISH OF LAFOURCHE

CONTRACT BETWEEN NICHOLLS STATE UNIVERSITY AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2026, by **«Contractor»** hereinafter called the "Contractor", whose business address is **«Contractor Address», «Contractor City», «Contractor State» «Contractor Zip»**, and the Nicholls State University, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»;
 «Supplement_Project_No», Part «Supplement_Part_No» («Supplement_WBS»)(Supplement)
State ID No.: «StateID» Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

«Designer»
«Designer_Address»
«Designer_City», «Designer_State» «Designer_Zip»

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **«Drawings and Specs Date»**, Addenda number(s) **«Addenda No»**, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within **«Time Completion Days» («Time Completion Days»)** consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **«Liquidated Damages Cost Per Day»** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of **«Contract Amount Words» and No/100 Dollars («Contract Amount Numeral»)** which sum represents the **«Base Bid Only or Plus Alternates»**

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____.

_____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of **<<Contract Amount Words>> and No/100 Dollars (<<Contract Amount Numeral>>)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

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

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

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

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor 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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Thibodaux, Louisiana, on the day, month, and year first written above.

WITNESSES:

Nicholls State University

University Witness #1 Sign Here

BY: _____
Dr. John Clune
President

University Witness #2 Sign Here

BY: _____
«CONTRACTOR»

Contractor Witness #1 Sign Here

Contractor Witness #2 Sign Here

SURETY:

Surety Witness #1 Sign Here

BY: _____
ATTORNEY IN FACT

Surety Witness #2 Sign Here

ADDRESS

TELEPHONE NUMBER

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of A-:VI or higher. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. Workers Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. 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. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. Commercial General Liability: Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability: Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$500,000.00 The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

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

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. Professional Liability: Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party 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. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

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

H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.

I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.

J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.

K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.

L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:

1. Payments to the Other Party may be withheld until the requirements have been met;
2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT D

**INSURANCE REQUIREMENTS
FOR NEW CONSTRUCTION, ADDITIONS AND LARGE RENOVATIONS**

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, or anyone employed directly or indirectly by any of them. The duration of the contract shall be from the inception of the contract until the date of final payment.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation: Workers Compensation insurance shall be in compliance with the Workers 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 insurance company rating requirement may be waived for workers compensation coverage only.

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 is \$_____.

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.

3. Automobile Liability: Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$500,000.00. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

4. Excess Umbrella: Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

5. Builder's Risk (if required for project): 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.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. If flood is included in the builder's risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

A Specialty Contractor may provide an installation floater in lieu of a Builders Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

6. Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. Workers Compensation and Employers Liability Coverage

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

2. General Liability Coverage

a. The Agency, 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.

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

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

3. Builder's Risk – Required if Project Cost is \$50,000 or more.

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 a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), 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 agree that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

4. All Coverages

a. 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 Agency. 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.

b. 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.

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

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

D. 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 a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers 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.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Name of Agency
Agency 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 Agency 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 Agency, 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 Agency, payment to the Contractor may be withheld until the requirements have been met, OR the Agency 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.

F. 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 Agency reserves the right to request copies of subcontractor's Certificates at any time.

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

G. WORKERS COMPENSATION INDEMNITY: In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of 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 State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, 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 State of Louisiana, all State Departments, Agencies, 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.

EXHIBIT E

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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 Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} 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.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for Nicholls State University State Agency Name

PURPOSE OF CONTRACT: _____

