Nicholls State University
Thibodaux, Louisiana

Public Works Solicitation – NSUFAC-101526
TITLE: Maintenance Building Roof Replacement
GHC Project No. 24407

NON-MANDATORY PRE-BID MEETING (in person): Monday, October 21, 2026, 2026, 2:00 PM
Meeting will be held at the Ronald "Cheyenne" Chatignier Maintenance Facility
312 Alumni Ardoyne, Thibodaux, LA 70301
BID SUBMISSION DEADLINE: Thursday, October 29, 2026 3:00 PM

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR the **Maintenance Building Roof Replacement Project** LOCATED 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 for Building Construction, 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 AND THE CONTRACTOR's LICENSE NUMBER IN THE SUBJECT LINE of the electronic submission. The public bid opening will take place on Thursday, October 29, 2026 at 3:00PM on Zoom, which is available for viewing by registering at

https://nicholls-edu.zoom.us/j/83224596814?pwd=M4iIlIB4T4fX47U9xL7l1IqhL8w8Xv.1
Meeting ID 832 2459 6814 Passcode: 529842

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

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.

Nicholls State University, has determined that the project referenced herein is classified as a public works project. Since the cost of this project is below the statutorily defined Contract Limit of $260,000.00, advertisements are not required. The University has developed these procedures to ensure competitive pricing. The Revised Statutes relative to Public Works Projects below $250,000.00 is LA R.S. 38:2212.

GENERAL SPECIFICATIONS

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, ETC. NECESSARY FOR THE MAINTENANCE BUILDING ROOF REPLACEMENT PROJECT

SCOPE OF WORK

- Refer to Designer Documents Provided with this Front End Document
    - 2407 Combined Spec
    - 2407 Combined Drawings

END OF SECTION

PROJECT COMPLETION TIME: All work shall be completed within **One Hundred Twenty (120)** days from receipt of notice to proceed.

LIQUIDATED DAMAGES: $500.00 per calendar day after the completion date stated.

I/we do hereby declare that I/we have carefully examined the plans and specifications, and the terms and conditions for the contract work, and having personally inspected the site, that I/we have a clear understanding of the said quotation documents. I/we do hereby propose to provide the necessary tools, machinery, apparatus, and other means of construction, and to furnish the necessary labor and materials to complete and finish, in a thoroughly professional and workmanlike manner, the proposed Work for the sum(s) indicated on the quotation response form(s).

LICENSE CERTIFICATION: For contracts of $50,000 or greater, the contractor certifies that s/he meets all licensing requirements of this State and is duly and currently licensed under LA R.S. 37:2151-2163 of the state of Louisiana. The name of the contractor shown herein shall correspond with the official name on the license.

For Mechanical work, or Electrical work contracts of $10,000 or greater, the contractor certifies that s/he meets all licensing requirements of this State and is duly and currently licensed under LA R.S. 37:2151-2163 of the state of Louisiana. The name of the contractor shown herein shall correspond with the official name on the license.

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 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.

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 contracted 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 **T**he 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.

END OF SECTION

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 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 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.

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.

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, October 29, 2026 at 3:00PM on Zoom, which is available for viewing by registering at** https://nicholls-edu.zoom.us/j/83224596814?pwd=M4iIlIB4T4fX47U9xL7l1IqhL8w8Xv.1

Meeting ID: 832 2459 6814 Passcode: 529842

Requests for bid tabulations and solicitation inquiries should be directed to terry.dupre@nicholls.edu or 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.

FORCE MAJEURE: Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party.

If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by university, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

VENDOR CHECK LIST

REQUIRED FORMS/ITEMS UPON BID SUBMISSION

____ Louisiana Uniform Public Works Bid Form
____ 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

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.

Maintenance Building Roof Replacement **Public Works Solicitation No. NSUFAC-101526**
Nicholls State University
Name of Project Project No.

NON-COLLUSION AFFIDAVIT PAGE 1 OF 1

STATE OF _LOUISIANA_____

[X] 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

ATTESTATIONS AFFIDAVIT – PAGE 1 OF 2

Maintenance Building Roof Replacement **Public Works Solicitation No. NSUFAC-101526**

Nicholls State University

Name of Project Project No.

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.

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.

ATTESTATIONS AFFIDAVIT – PAGE 2 OF 2

Maintenance Building Roof Replacement **Public Works Solicitation No. NSUFAC-101526**
Nicholls State University
Name of Project Project No.

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 THE NICHOLLS STATE UNIVERSOTY 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 disclosed 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

BY: _____

_____
University Witness #1 Sign Here

_____
University Witness #2 Sign Here

BY: _____

_____
Contractor Witness #1 Sign Here

«CONTRACTOR»

_____
Contractor Witness #2 Sign Here

SURETY:

BY: _____

_____
Surety Witness #1 Sign Here

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 <u>each</u> 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. <u>INDEMNIFICATION/HOLD HARMLESS AGREEMENT:</u> Contractor 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, 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, Nicholls State University, 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 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 the CONTRACTOR, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the 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, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The 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.

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:

Guidry Stadium Century Room Roof Replacement **Public Works Solicitation No. NSUFAC-082526**
Nicholls State University F.01004621