

NOTICE TO BIDDERS

RECEIPT OF SEALED BIDS WILL BE RECEIVED BY THE OWNER, McNEESE STATE UNIVERSITY, PURCHASING DEPARTMENT, SMITH HALL, ROOM 120, 150 LAWTON DR., LAKE CHARLES, LA 70605, or MSU BOX 92415, LAKE CHARLES, LA 70609, UNTIL THE DATE AND TIME INDICATED FOR THE FOLLOWING BID:

BID NO. D2600044

DATE DUE: FRIDAY, MARCH 20, 2026

TIME: 10:00 A.M.

METAL ROOF REPLACEMENT, McNEESE STATE UNIVERSITY, LAKE CHARLES, LOUISIANA

70607

PROJECT NO. 01-107-24-05 ITEM #203; WBS F.01004699

NO PRE-BID CONFERENCE

**A MANDATORY SITE VISIT CAN BE ARRANGED BY CONTACTING
RICHARD RHODEN AT 337-475-5887 or email rrhoden@mcneese.edu.**

FRONT-END BIDDING DOCUMENTS MAY BE OBTAINED AT THE STATE OF LOUISIANA WEBSITE VENDOR CENTER, LaPAC, AT <https://doa.louisiana.gov/doa/osp/vendor-resources>, LaPAC Bids Opportunities from State of Louisiana and local agencies. FOR ADDITIONAL ASSISTANCE AND TO OBTAIN PLANS, SPECIFICATIONS, DRAWINGS, etc., EMAIL REQUEST TO facilities@mcneese.edu.

FEES FOR SET OF DOCUMENTS: NONE

A CASHIER'S CHECK, CERTIFIED CHECK, OR ACCEPTABLE BIDDER'S BOND PAYABLE TO McNEESE STATE UNIVERSITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE BID SUBMITTED MUST ACCOMPANY EACH BID AS A GUARANTEE THAT, IF AWARDED THE CONTRACT, THE BIDDER WILL PROMPTLY ENTER INTO A CONTRACT AND EXECUTE SUCH BONDS AS MAY BE REQUIRED.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PERFORMANCE BOND IN AN AMOUNT EQUAL TO 100% OF THE CONTRACT AMOUNT AND IN ACCORDANCE WITH R.S.38:2219.

BIDS SHALL BE ACCEPTED ONLY FROM CONTRACTORS WHO ARE LICENSED UNDER LA. R.S.37:2150-2163 FOR THE CLASSIFICATION OF **ROOFING**.

NO BID MAY BE WITHDRAWN FOR A PERIOD OF THIRTY (30) DAYS AFTER RECEIPT OF BIDS, EXCEPT UNDER THE PROVISIONS OF LA. R.S.38:2214.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES INCIDENTAL THERETO.

EVIDENCE OF AUTHORITY TO SUBMIT THE BID SHALL BE REQUIRED IN ACCORDANCE WITH R.S.38:2212 (A)(1)(C) AND/OR R.S. 39:1594 (C)(2)(D).

McNEESE STATE UNIVERSITY

DEBET HEBERT
PROCUREMENT SPECIALIST
debet@mcneese.edu
Phone: (337)475-5083

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: McNeese State University
Purchasing Department
Box 92415 150 Lawton Drive
Lake Charles, LA 70609 Lake Charles, LA 70605
(Owner to provide name and address of owner)

BID FOR: Bid #D2600044
Metal Roof Replacement
for McNeese State University,
Lake Charles, Louisiana 70607
Project No: 01-107-24-05 ITEM #203; WBS

F.01004699

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: **Cohesion Architecture, LLC, 2740 Rue De Jardin, Suite 400, Lake Charles, LA, 70605. POC: Heather Burton. Phone: 337-419-0008.**

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

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

_____ dollars (\$ _____)

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

Alternate No. 1: for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 2: for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 3: for the lump sum of:

N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

INSTRUCTIONS FOR BIDDERS

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineation, alteration or erasure shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. All bids will be opened and read at the Purchasing Department located in Smith Hall, McNeese State University, 150 Lawton Drive, Lake Charles, Louisiana. Any bids received after the designated opening time shall not be considered.

BID SUBMITTAL:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.

Each bid must be submitted in a sealed envelope bearing on the outside the bidder's name and address, the name of the project for which the bid is submitted and in accordance with R.S. 37:2163A, Contractor's license number must appear on the bid envelope on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved). If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. All bids not in compliance with this requirement will be automatically rejected and not read.

- a. Your sealed bid may be mailed or delivered by hand or courier service.
NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.
- b. The address for mailing (U.S. Postal Service): McNeese State University, Purchasing Department Box 92415, Lake Charles, LA 70609.
- c. The address for hand or courier service: McNeese State University, Purchasing Department, 150 Lawton Drive, Smith Hall Room 120A, Lake Charles, LA 70607.
- d. Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Department's physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
- e. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the McNeese Purchasing Department's physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of their bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

OBLIGATION OF BIDDER:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means that will not cause any interruption of or interference with the work of any other contractor.

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on LaPAC and sent to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

In accordance with R.S. 38:2212 (C) no Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or canceling the request for bids.

Receipt of all Addenda issued shall be acknowledged in bid proposal and/or returned with bid proposal.

BID SECURITY:

Each bid must be accompanied by a cashier's check or certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid (base bid plus alternates, if any) made payable to the Owner. Such cashier's checks or certified checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

WITHDRAWAL OF BIDS:

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the provisions of Act 111 of 1983. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

CONSIDERATION OF BIDS:

McNeese State University reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents.

McNeese State University reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

CONTRACT:

If the Bidder is notified of the acceptance of the bid within thirty (30) days of the opening of bids, he agrees to execute a contract in the standard contract form currently used by the Owner. The bidder agrees to file the contract with the Clerk of Court in the parish in which the work is to be performed, and to deliver to the Owner the executed contract and receipt for filing same within a period of fourteen (14) days after notice from the Owner that the instrument is ready for his signature.

SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with the delivery of the executed contract, the Contractor/successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U.S. Department of Treasury Financial Management Services list (Circular 570) of approved bonding companies will be accepted. The agent selling the bond must be currently licensed to do business in Louisiana. This will be verified by the Owner.

The successful bidder will be required to file a performance bond in the amount equal to 100% of the contract amount for the full period of the contract and a payment bond in the amount of 100% of the contract price for the full period of the contract.

AFFIDAVIT:

Successful Contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR" in compliance with Title 38, Section 2224.

COMPLETION TIME AND LIQUIDATED DAMAGES:

The bidder agrees to complete the project within the time period stated in the bid documents or pay liquidated damages in the specified amount for each day the project remains incomplete beyond the established completion date.

RECORDATION CERTIFICATE:

Contractor shall upon receipt of executed contract, record the contract with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and deliver that certificate, the executed contract and a Performance and Payment bond to the MSU Purchasing Department within a period of fourteen days.

PROGRESS PAYMENTS:

The following payment schedule shall apply:

For contracts with a completion date of more than thirty (30) days:

On or about the first day of each month, ninety percent (90%) of the value based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Owner, less the aggregate of previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to the ninety percent (90%) of the Contract Price.

For contracts with a completion date of thirty (30) days or less:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price.

ACCEPTANCE:

Upon satisfactory completion of work a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed. Forty-five (45) days after filing this Notice the Contractor shall furnish the Owner with a clear Lien Certificate from the Clerk of Court along with a final invoice for the remaining ten percent (10%).

EQUAL OPPORTUNITY:

McNeese 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 operations.

INSURANCE:

The Contractor shall not commence work until he has furnished the Owner with satisfactory proof of insurance coverage as required in the bid documents.

SIGNATURE AUTHORITY:

In accordance with L.R.S. 38:2212 (A)(1)(C) and/or L.R.S. 39:1594 (C)(2)(D), the person signing the bid must be:

1. A current corporate officer, partnership, member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.



McNeese
STATE UNIVERSITY
A Member of the University of Louisiana System

Office of Facilities & Plant Operations
Box 90460
Lake Charles, LA. 70609-0460
(337) 475-5888 (337) 475-5887
Fax 475-5347

To whom it concerns:

Tax Exemptions

In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the Owner shall designate the contractors and all subcontractors as its agents for the purchase and lease for materials, supplies or equipment for the project. The contractor and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana Department of Revenue which form shall be part of the contract between the Owner and the contractor.

The agency relationship between the Owners and the contractors and subcontractors shall relieve the contractors and subcontractors (1) from paying state and/or local sales or state or local use taxes on materials, supplies, or equipment which is affixed to and/or made a part of the real estate of the project or work which is permanently incorporated into the project or work and (2) from paying any state or local use taxes on any materials, supplies, or equipment which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs the contractor and subcontractor shall not consider sales and/or use taxes which would otherwise be due.

The Owner shall furnish to the contractor and subcontractors its Certificate of Sales/Use Tax Exemptions/Exclusion on the form prescribed by the Louisiana Department of Revenue. Contractor and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies, or equipment described above. The form is attached and is available on-line at: [https://dam.ldr.la.gov/taxforms/1020\(4_12\)F.pdf](https://dam.ldr.la.gov/taxforms/1020(4_12)F.pdf)

Dr. Sawyer R. Stiller
Contract & Data Administrator
sstiller@mcneese.edu

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto **McNeese State University**, as owner in the penal sum of **five percent (5%) of the total amount of this bid, including all alternates.** for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this _____ day of _____, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to **McNeese State University**, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **Metal Roof Replacement. Project Number: 01-107-24-05 ITEM #203; WBS F.01004699**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed these presents to be signed by their proper officers, the day and year first set forth herein above.

Principal: _____ (L.S.)

Surety: _____

SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____ (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

NOTE TO BIDDER:

All checks received in lieu of a bid bond will be returned after award or receipt of performance bond from the successful bidder, if required, or if solicitation is cancelled. Checks will be returned to bidder by certified mail with return receipt requested. No check will be given to anyone without approval from the Director or written authorization from the authorized representative submitting the bid.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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 the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 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. 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, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. 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.

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. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the extent allowed by law, 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.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. 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 or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

McNeese State University
MSU, Box 92415
Lake Charles, LA 70607
PROJECT NO: 01-107-24-05 ITEM #203; WBS F.01004699
BID D2600044

3. In addition, McNeese State University shall be listed as an additional insured. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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.

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.

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

1. 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.

2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

I. Other Insurance Provisions:

1. 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 if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

2. Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by 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.

PARISH OF CALCASIEU

This agreement made and entered into this _____ day of _____ in the year Two Thousand and twenty-six, by and between the State of Louisiana, McNeese State University, Ryan Street, Lake Charles, Louisiana, herein appearing through Kimberly Godare, Director of Purchasing, party of the first Part hereinafter termed the Owner, and _____ represented by _____, hereinafter termed the Contractor.

WITNESSETH, that the Owner and the Contractor, for the considerations hereinafter specified, agree as follows, that:

1. The Notice to Bidders
2. Accepted Proposal dated _____
3. Performance Bond
4. Bid Proposal containing Instructions to Bidders, General Conditions and Specifications
5. Plans and specifications prepared for McNeese State University by Cohesion Architecture, LLC, 2740 Rue De Jardin, Suite 400, Lake Charles, Louisiana 70605. Phone: 337-419-0008, are all hereby made a part of this contract of the same extent as if incorporated herein in full

The Contractor agrees to the Metal Roof Replacement for McNeese State University, Lake Charles, LA, project number 01-107-24-05 ITEM #203; WBS F.01004699 as per bid #D2600044.

The work to be performed under this contract shall be commenced within ten (10) calendar days after written notification by the Owner to the Contractor that the work shall start and shall be fully complete within one hundred and twenty (120) consecutive calendar days, or pay liquidated damages of \$200.00 per calendar day thereafter.

The amount to be paid to the Contractor by the Owner, subject to modifications on account of changes as herein provided, is

_____ Dollars(\$ _____ .00) payable to-wit:

On or about the first day of each month ninety-five percent (95%) of the value based on the contract price, of labor and materials incorporated in the work, and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Owner, less the aggregate of previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety-five percent (95%) of the contract price.

FINAL PAYMENT:

Upon satisfactory completion of the work, the Owner will issue a written acceptance of the work (original and one) to the Contractor. Owner will immediately file one with the Recorder of Mortgages in the Parish of Calcasieu.

Not less than forty-five (45) days after filing the formal acceptance of work with the Recorder of Mortgages, provided that all work done under the contract is at the time found to be in good condition insofar as the Contractor is responsible for it, the Owner will pay the Contractor the retained portion of the contract price, after deducting therefrom such sums as may be withheld under any provisions of this contract, said payment being conditional on the Contractor's furnishing the Owner a certificate from the Recorder of Mortgages for the Parish of Calcasieu that the contract is clear of any liens or privileges.

IN WITNESS WHEREOF said parties have hereto set their hands and seals at Lake Charles, Louisiana, the day and year first above written.

ATTEST: (WITNESSES)

STATE OF LOUISIANA

MCNEESE STATE UNIVERSITY

BY:

Kimberly Godare, Director of Purchasing

By:

Company Name

TITLE:

