



**POLICY FOR PUBLIC WORKS**  
**For Use by Facilities & Plant Operations**  
**Northwestern State University**  
*Revised January 20, 2026*

**Preface - Applicable Louisiana Revised Statutes from Title 38**

LRS 38:2211 A.(12)

“Public Work” means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used or leased by a public entity.

LRS 38:2212 A.(1)(a)

All public work exceeding the contract limit as defined in this Section, including labor and materials, to be done by a public entity shall be advertised and let by contract to the lowest responsible bidder who had bid according to the contract, plans, and specifications as advertised, and no such public work shall be done except as provided in the Part.

LRS 38:2212 C.(1)

As of January 20, 2026, the “contract limit” as used in Chapter 10 of Title 38 (Public Bid Law) shall be equal to the sum of \$260,000 per project, including labor, materials, and equipment as per the rates in the latest edition of the Associated Equipment Dealers Rental Rate Book and administrative overhead not to exceed fifteen percent. This limit was adjusted after applying the annual percentage increase in the Consumer Price Index in the preceding year. It is the responsibility of the approving authority to comply with all applicable requirements of R.S. 38:2212 in regards to the “contract limit” as adjusted herein.

**Policy**

All projects exceeding the ‘contract limit’ as defined by Louisiana Revised Statutes shall be publicly advertised and bid in accordance with applicable law. Projects below the contract limit may be administered by Facilities & Plant Operations using informal procurement procedures as outlined herein, while maintaining compliance with all applicable statutes.

**1) General:**

- a) Change orders cannot cause the project total to exceed the current contract limit
- b) The following language shall appear on the *Invitation Letter* (solicitation) and on the *Scope of Work*:
  - i) *Northwestern State University has determined that the project referenced herein is classified as a Public Works Project. Since the total cost of this project is below the statutorily defined contract limit, formal bidding and advertisement are not required.*
- c) Northwestern State University reserves the right to solicit a proposal from a single qualified contractor when deemed in the best interest of the University due to schedule, specialized scope, or continuity of work. Justification for single-source selection shall be documented in the project file.
  - i) FPO reserves the right to define scope internally without formal written specifications when appropriate.
  - ii) FPO may also use a modified version of the process below, without the formalized letters of invitation and meetings.
- d) Contractor shall use the forms provided by Facilities & Plant Operations, unless otherwise directed.
- e) The proposal date and time will be set by Facilities & Plant Operations and will generally be one week to ten days after the solicitation. Proposal timelines may be adjusted based on project complexity, urgency, or contractor availability.

**2) Qualifications of the Proposer & the Invitation to Propose:**

- a) Generally, three or more qualified Contractors will be invited to submit a Proposal.
  - i) If the Project is deemed extraordinary because of time constraints, the invitation to propose a project may be handled entirely by telephone and the successful contractor may be issued a *Notice to Proceed* within a matter of hours; in these circumstances, the invitation list is limited to Contractors who meet the following criteria:
    - (1) Those Contractors who have a reputation for being job-dependable.
    - (2) Those Contractors who are able to assure quality workmanship in the installation of the product(s) specified.
    - (3) Those Contractors who have already had experience with Public Works Projects from previous jobs for the University. (This criterion verifies that the Contractor understands how the process works, since the usual documentation is omitted.)

- (4) All contractors must be properly licensed, insured, and in good standing with the Louisiana State Licensing Board for Contractors where applicable.
  - b) The *Invitation Letter* is sent via facsimile or is hand delivered. When sent via facsimile, the original shall be included in the documentation distributed at the time of the site visit. It is normal for the *Scope of Work* to accompany this letter.
- 3) **Scope of Work and Site Visitation:**
- a) A written *Scope of Work* sufficient to describe the project will be prepared and issued to the prospective Proposers. If necessary for clarity, drawings and/or specifications will also be prepared. Completion time and liquidated damages will be detailed specifically in the *Scope of Work*.
    - i) When the project's *Scope of Work* is moderately to significantly detailed in nature, or if the project site is such that access needs to be kept to a minimum, a pre-proposal meeting will be held. This meeting is mandatory for all prospective Proposers. At this meeting, the proposal date and time will be set and agreed upon by all attending. Dimensions and site conditions are verified at this time; if necessary, the *Scope of Work* may be revised to accommodate any newly discovered site information. All remaining documentation is distributed at this meeting. Failure to attend a mandatory pre-proposal meeting or site visit may result in disqualification.
    - ii) In any other circumstance, no pre-proposal meeting is needed. However, the prospective Proposers must make a site visit in order to verify dimensions and project site conditions. This site visit is mandatory; all remaining documentation is distributed at this visit. Appointments shall be made with the Signatory of the *Invitation Letter*.
- 4) **Conveyance of Proposals:**
- a) All Proposals must be received at or prior to the specified time on the Proposal Date.
  - b) Normally, Proposals may be faxed or hand delivered to the attention of the Signatory of the *Invitation Letter*.
    - i) Specific to requirements of the project, some proposal submissions must be transmitted in a sealed envelope. Directions in the Instructions to Proposer will be clear in these instances. Follow those directions completely.
- 5) **Insurance Requirements:**
- a) Before written or verbal issuance of a *Notice to Proceed*, the successful Proposer must provide a *Certificate of Insurance* showing proof of personal liability and worker's compensation coverage. Proof of other insurance coverage may be required for specific exposures. See details in section entitled *Insurance and Indemnification*. Certificates provided shall include Northwestern State University as an additional insured as regards the sole negligence of the Contractor. Contractor must also execute the *Indemnification Agreement*.
  - b) For all construction projects that add new space and any renovation projects over \$50,000 that would significantly change the value of a building, a General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "ALL RISK" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed ten percent (10%) of the cost of those repair and/or replacements.
    - i) 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.
      - (1) On projects south of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.
    - ii) A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk Insurance policy.
    - iii) The policy must include the interest of the Owner, Contractor and Subcontractors as their interest

may appear. The contractor has the right to purchase coverage of self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

- iv) Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:
  - (1) In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State Of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:
  - (2) 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, this company and either Office of Risk Management 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 (or the Office of Risk Management) 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.
- 6) **Contract Requirements:** (Requirements of Section 6 do not apply if a Proposal is less than \$5,000.)
  - a) Proposals for Public Works Projects equaling or exceeding \$5,000 shall require a contract with signatures of both parties. Proposals for Public Works Projects equaling or exceeding \$25,000 shall require a contract to be filed with the Natchitoches Clerk of Court.
  - b) Requirements for projects **equaling or exceeding \$5,000 but less than \$25,000:**
    - i) Unless otherwise stated as “waived” in the *Scope of Work*, the Contractor shall provide one of the following to Northwestern State University before issuance of a *Notice to Proceed*:
      - (1) A *Performance Bond* in an amount of not less than fifty percent (50%) of the total cost of the project;
      - (2) Or, a *Cashier’s Check* in an amount of not less than fifty percent (50%) of the total cost of the project;
      - (3) Or, a *Letter of Irrevocable Credit* issued by a financial institution (applicable only if Contractor is a small business as defined by Public Bid Law).
    - ii) Before issuance of a written or verbal *Notice to Proceed*, the Contractor must execute the following documents as issued by Facilities and Plant Operations:
      - (1) *Contract* (original and one). Contractor to retain one and return one to Facilities and Plant Operations.
      - (2) *Affidavit of Non-collusion* (must be notarized)
      - (3) *Certificate of Non-segregated Facilities*
      - (4) *Equal Opportunity & Assurance Statement* (signed by contractor)
      - (5) *Indemnification Agreement*
      - (6) Vendor Information and *Form W-9* (to be completed only if this information is not currently on file)
  - c) Requirements for projects **equaling or exceeding \$25,000:**
    - i) Before issuance of a *Notice to Proceed*, the Contractor shall provide Northwestern State University with a good and solvent *Performance and Payment Bond* in an amount of not less than fifty percent (50%) of the total cost of the project for the faithful performance of his/her duties. **THIS REQUIREMENT CANNOT BE WAIVED AT THIS CONTRACT THRESHOLD.**
    - ii) *Contract* shall be filed with the Natchitoches Clerk of Court. **As of July 1, 2027, NSU files all contract documents with the Natchitoches Clerk of Court and picks up all certificates as required.**
    - iii) Retainage: Ten percent (10%) of the contract total shall be retained until a *Clear of Liens Certificate* is issued by the Natchitoches Parish Clerk of Court and picked up by NSU. Lien period is 45 days starting the day after a *Notice of Acceptance* is filed. Release of retainage is contingent upon receipt of a Clear Lien Certificate and final project acceptance.

- iv) Before issuance of a written *Notice to Proceed*, the Contractor must execute the following documents as issued by Facilities and Plant Operations:
  - (1) *Contract* (original and two). Sign all and return to Facilities and Plant Operations. (Once filed, one contract will be returned to the Contractor with the recording sheet affixed by the recording clerk.)
  - (2) *Affidavit of Non-collusion* (must be notarized)
  - (3) *Certificate of Non-segregated Facilities*
  - (4) *Equal Opportunity & Assurance Statement* (signed by contractor)
  - (5) *Indemnification Agreement*
  - (6) Vendor Information and *Form W-9* (to be completed only if this information is not currently on file)
- d) Requirements for projects **equaling or exceeding \$50,000**:
  - i) Contractor shall have an active license with the Louisiana State Licensing Board for Contractors and be in good standing.
- 7) **Proposal Opening and Tabulation Methods:**
  - a) Generally, Proposals will be opened at the Facilities & Plant Operations office by the Signatory of the *Invitation Letter*. They may be opened at a professional designer's office, depending on the nature of the project.
    - i) Under normal circumstances: Proposals will be ranked based on a "total low" price.
    - ii) Under extraordinary circumstances: Proposals will be ranked based on fastest completion time, then on "total low" price. The Scope of Work (whether verbal or written) will declare the extraordinary circumstances.
  - b) Proposal tabulations will be provided upon request.
  - c) The University reserves the right to reject any and all proposals.