

# **ST. JOHN THE BAPTIST PARISH**

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## **UV LIGHT DISINFECTION ASSEMBLY LIONS WATER TREATMENT PLANT FOR ST. JOHN THE BAPTIST PARISH**

PARISH PRESIDENT  
NATALIE ROBOTTOM

COUNCIL  
MARVIN PERRILLOUX – DISTRICT IV- CHAIRMAN

LUCIEN J. GAUFF, III – DIVISION A

LENNIX MADERE, JR. – DISTRICT III

JACLYN HOTARD-DIVISION B

MICHAEL P. WRIGHT – DISTRICT V

ART SMITH – DISTRICT I

LARRY SNYDER-DISTRICT VI

RANNEY WILSON – DISTRICT II

CHERYL MILLET – DISTRICT VII

**NOVEMBER 2014**

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C. J. SAVOIE CONSULTING ENGINEERS, INC.

ENGINEERS ♦ DESIGNERS ♦ PLANNERS

P. O. DRAWER R ♦ PAINCOURTVILLE ♦ LOUISIANA ♦ 70391

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**\*\*\*\*SPECIFICATIONS\*\*\*\***

FOR

UV LIGHT DISINFECTION ASSEMBLY  
LIONS WATER TREATMENT PLANT  
ST. JOHN THE BAPTIST PARISH

FOR

ST. JOHN THE BAPTIST PARISH  
1801 WEST AIRLINE HWY.  
LAPLACE, LA 70068

BY:

C.J. SAVOIE CONSULTING ENGINEERS, INC.  
P.O. DRAWER R  
PAINCOURTVILLE, LA 70391

NOVEMBER 2014

**UV LIGHT DISINFECTION ASSEMBLY  
LIONS WATER TREATMENT PLANT**

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SECTION 00010

**ADVERTISEMENT FOR BIDS**

**UV LIGHT DISINFECTION ASSEMBLY  
LIONS WATER TREATMENT PLANT**

**Project No. S-84-125**

**St. John the Baptist Parish (herein referred to as the "Owner")**

Sealed bids marked "Sealed Bids" – St. John the Baptist Parish Project No. S-84-125 will be received by the Owner for the construction of the project described as follows:

**UV LIGHT DISINFECTION ASSEMBLY  
LIONS WATER TREATMENT PLANT**

Proposals shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at St. John the Baptist Parish located at 1801 W. Airline Highway, LaPlace, LA 70068 and delivered no later than 2:45 p. m. on March 24, 2015. Proposals shall be clearly marked "**Sealed Bid – UV Light Disinfection Assembly Lions Water Treatment Plant.**" Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 3:00 o'clock p. m. March 24, 2015 in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 W. Airline Highway, LaPlace, LA 70068.

The Bid Proposal, Plans and Specifications may be examined at the Office of C. J. Savoie Consulting Engineers, Inc. located at 5650 Louisiana Highway 1, Plattenville, LA 70393 (mailing address P. O. Drawer R, Paincourtville, LA 70391). Copies may be obtained at this office upon payment of \$ 40.00 which constitutes the cost of reproduction and handling and is non-refundable. Details may be viewed and electronic bids are being accepted at [www.centralbidding.com](http://www.centralbidding.com). Bid documents may also be viewed on the Parish's website, [www.sjbparish.com](http://www.sjbparish.com).

The Owner reserves the right to accept or reject any and all bids and to waive any irregularities or informalities incidental thereto, and to accept any bid, which the Owner feels serves their best interest. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard for race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications."

Each Bidder must enclose with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a bid bond, certified check or cashier's check.

## SECTION 00010

All bidders must show proof that he/she is licensed in the State of Louisiana to perform this type of construction.

Contractors bidding this work must possess a current **Municipal and Public Works Construction License** in accordance with LA-R.S. 37:2150 through 37:2163, as amended, and be in good standing with the State and the Parish.

**Contractor's license number must appear on the face of the sealed envelope containing his/her bid.**

*St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax. The vendor awarded the contract will be provided documentation to support their tax free purchases for this project. Therefore, **the amount you bid should contain no sales tax.***

The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of opening thereof.

The Contractor shall begin mobilization and procurement of necessary materials within ten (10) working days of the receipt of the Notice to Proceed.

Any person with disabilities requiring Special Accommodation must contact St. John the Baptist Parish at (985) 652-9569 no later than seven (7) days prior to bid opening. Participation by minority and female owned business, as well as businesses located in this Parish is encouraged.

ST. JOHN THE BAPTIST PARISH  
Natalie Robottom, Parish President

Publish:  
February 18, 2015  
February 25, 2015  
March 4, 2015

## 00SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. BID FORM

- 1.1. Bids must be submitted in the form included in this contract document and must be prepared in accordance with these instructions in order to receive consideration.

#### 2. DOCUMENTS

- 2.1. Documents include the bidding requirements, General Conditions, Supplementary Conditions, Technical Specifications, drawings plus addenda, which may be issued by the Engineer during the bidding period. Bidding documents may be viewed and/or obtained under the terms and conditions set forth in the advertisement for bids, Section 00100 of this contract document.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3. QUALIFICATIONS OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence of financial data, previous experience, present commitments and other such data as may be requested by the Owner. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Louisiana, where the Project is located.

#### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) review soil boring data which may impact the work; (d) consider federal, state, and local laws and regulations that may affect cost; progress; performance or furnishing of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents, and (f) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents prior to bidding.

- 4.2. Reference is made to the Supplementary Conditions for identification of:
- 4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.
  - 4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.
  - 4.2.3. Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1. and 4.2.2. are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.
- 4.3. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by Owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2. and 4.3. of the General Conditions.
- 4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, test, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- 4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate any convey understanding of all terms and conditions for performance and furnishing of the Work.
- 4.9. No additional compensation will be allowed by the Owner for the failure of such contractor, subcontractor, sub-subcontractor to familiarize himself as to conditions affecting the work.

## **5. INTERPRETATION OF DOCUMENTS**

- 5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. No alleged verbal interpretations or clarifications will be held binding upon the Owner.

## **6. ADDENDA**

- 6.1. Interpretations, clarifications, additions, deletions, and modifications to the documents during the bidding period will be issued in the form of addenda and a copy of such addenda will be mailed, faxed or delivered to each person who has been issued a copy of the bidding documents. Addenda will be part of bidding documents and contract documents, and receipt of the same must be acknowledged in the bid form. Addenda will not be issued within three (3) working days of the established bid date.

**7. CONTRACT TIME**

7.1. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

**8. LIQUIDATED DAMAGES**

8.1. The successful bidder by entering into contract for the construction of the project described in this specification hereby agrees to be subjected to the assessment of liquidated damages in the amount set forth in the bid form per diem that the project remains unacceptable for substantial completion.

**9. SUBSTITUTIONS**

9.1. The bid shall be based on materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitutions. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the contract is signed.

9.2. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions (Section 00700) and may be supplemented in the General Requirements.

**10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

10.1. If the Supplementary Conditions require the identity of certain subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the Bid opening submit to Owner a list of all such subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, person or organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder submit an acceptable substitute without an increase in Bid Price.

10.2. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Agreement as provided in Paragraphs 6.8.2 of the General Conditions (Section 00700).

10.3. No Contractor shall be required to employ any subcontractor, supplier, other person or organization against whom Contractor has reasonable objection.

## **11. PREPARATION OF BIDS**

11.1. The Bid Form is included with the Bidding Documents, additional copies may be obtained from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter. Any bid, other than required form will be considered informal and shall be rejected.

11.3. Bids by corporations must be executed in the corporate name by the President or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by partners, whose titles must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. Prices quoted shall include cost of all material, equipment, labor, tools, taxes, fees and all other expenses incurred for performance of the item of works to be performed under this contract.

11.9. Erasures or any changes in the bid must be explained or noted over the initials of the bidder.

11.10. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal.

11.11. In case of discrepancy between the prices written in bid and those given in figures, the price in writing will be considered as the bid.

## **12. SUBMISSION OF BIDS**

12.1. Sealed bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, addressed to the Owner, plainly marked on the outside of the envelope the project title, name and address of the Bidder and State Contractor's license number, Bid Security, non-collusion affidavit and other required documents must be completed, signed and submitted with the Bid. Bid must be submitted on unaltered bid forms furnished by the Engineer. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS**

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. No Bidder shall be allowed to withdraw, cancel or modify his bid or any part thereof for Ninety (90) calendar days after opening of bid.

## **14. OPENING OF BIDS**

14.1. Bids will be opened (unless obviously non-responsive) and read aloud publicly. An abstract of the amounts of the Base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

## **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

15.1. All bids will remain subject to acceptance for Ninety (90) calendar days after the day of Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **16. AWARD OF CONTRACT**

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes

that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3. Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the qualifications, responsibility, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner that the award will be in the best interest of the Project.
- 16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within Ninety (90) calendar days after the day of the Bid Opening.

## **17. BID SECURITY**

- 17.1. Each bid must be accompanied by Bid Security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions (Section 00700).
- 17.2. The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security,

whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the bid Security of that Bidder will be forfeited. The Bid Security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

**18. BONDS**

18.1. A performance bond and labor and material payment bond will be required by the Owner. Refer to the General Conditions and the Supplementary Conditions. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment bonds.

**19. INSURANCE**

19.1. Copies of insurance certificates as per General Conditions (Section 00700), (Section 00800) and Special Conditions must be submitted to the Owner with the executed agreement.

**20. FORM OF CONTRACT**

20.1. The contract or the construction of the project will be drawn up by the Owner. A sample form of agreement is included in Section 00500.

**21. SIGNING OF AGREEMENT**

21.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

**22. LICENSE**

22.1. Licensing Laws of the State of Louisiana, R.S. 37:2151-2163, as amended must be complied with in order to be awarded a contract.

**23. RESOLUTIONS**

23.1. A copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.

**24. COMPLIANCE WITH DAVIS-BACON AND RELATED PREVAILING WAGE ACTS**

24.1 The project must conform to the Davis-Bacon and Related Acts for Federal Prevailing Wages. It is the Bidder's responsibility to obtain the most recent published wage rates as published by the U.S. Department of Labor (DOL), Employments Standards Administration (ESA), and the Wage Hour Division (WHD). Successful Bidder will be required to submit certified payroll records to the owner. The following website can be used for compliance requirements and wage rates. <http://www.wdol.gov>.

24.2 Suggested Forms for Payroll Submittals- The forms inserted behind this section may be used by the successful bidder for submission of payroll records.

**25. PROJECT BUDGET**

25.1 The estimated budget for the proposed project is \$ 590,975.00.

**END OF SECTION 00100**

**SECTION 00300**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**RULE**

**Office of the Governor**  
**Division of Administration**  
**Office of Facility Planning and Control**

Louisiana Uniform Public Work Bid Form  
(LAC 34:III.Chapter 3)

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:950 et seq.) and the provisions of RS 39:121, the Division of Administration, Facility Planning and Control has adopted a new Rule: LAC 34:III.Chapter 3, Louisiana Uniform Public Work Bid Form. This Rule is required by Acts 726 and 727 of the 2008 Regular Legislative Session and provides rules for their implementation as authorized by the Act.

**Title 34**

**GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY CONTROL**

**Part III. Facility Planning and Control**

**Chapter 3. Louisiana Uniform Public Work Bid Form**

**§301. Name**

A. The name of this document shall be the "Louisiana Uniform Public Work Bid Form" also referred to hereinafter as "Bid Form."

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

**§303. Authority**

A. This form is prepared and issued in accordance with Acts 726 and 727 of the 2008 Regular Legislative Session.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

**§305. Purpose**

A. The purpose of this rule shall be to provide for the more effective and efficient letting of public works contracts and to establish a uniform standardized bid form to facilitate this.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

**§307. Applicability**

A. This rule shall apply to all state agencies and political subdivisions. The bid form shall require only the information necessary to determine the lowest bidder. With the exception of unit prices, all items on the Louisiana Uniform Public Works bid form shall be included for public works projects. No other information may be required from the bidder. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the bidding documents.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

**§309. Definitions**

A. For the purposes of the Louisiana Uniform Public Works bid form the following terms shall have the stated meanings.

*Alternate*—a specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

*Base Bid*—the amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

*Bid*—a complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

*Bidder*—an entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

*Bid Form*—a form provided to the bidder on which to submit his bid.

*Bid Security*—a bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

*Bidding Documents*—documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

*Owner*—the public entity issuing the bid.

*Public Entity*—means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

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

*Unit Price*—the amount stated in a project bid representing the price per unit of materials and/or services.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

**§311. Alternates**

A. Provide space for, give descriptive title to and arrange for alternates in the order of priority. A maximum of three alternates are allowed by state law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

**§313. Unit Price Form**

A. 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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, Louisiana 70068
(Owner to provide name and address of owner)

BID FOR: UV Light Disinfection Assembly
Lions Water Treatment Plant
(Owner to provide name of project and other identifying information)

Bid Proposal

LUMP SUM BID TO INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR THE CONSTRUCTION OF A 150 SQUARE FOOT ULTRA VIOLET DISINFECTION CMU BLOCK WALL BUILDING FACILITY LOCATED AT THE LIONS WATER PLANT. CONSTRUCTION TO INCLUDE: CONCRETE SLAB, ROOFING TRUSS, STANDING SEAM METAL ROOF, DOORS AND FRAME, UV REACTORS WITH CONTROL PANELS, FLOW METER, PIPING, FITTINGS, VALVES, ELECTRICAL, WIRING, PAINTING, GRADING, EARTHWORK AND TIE-INS TO THE EXISTING LIONS WATER PLANT DISTRIBUTION PIPING AND ALL APPURTENANCES NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND ALL APPLICABLE STATE AND LOCAL BUILDING CODES. ALL CONSTRUCTION TO BE COMPLETED IN 120 CALENDAR DAYS.

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: C.J. Savoie Consulting Engineers, Inc. and dated: November 2014. (Owner to provide name of entity preparing bidding documents.)

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 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$ N/A)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$ N/A)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$N/A)

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:** \_\_\_\_\_

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

**Total Bid Price** .....\$ \_\_\_\_\_

**(WRITE OUT)**

The Notice to Proceed will not be given until after the contract is executed. Work will be started within ten (10) calendar days after date of mailing of written Notice to Proceed, shall proceed continuously and shall be completed within 120 calendar days from the date of the Notice. If not completed within that time, it is understood that the sum of Three Hundred Dollars (\$300.00) per day will be paid to the Owner for each calendar day of delay until the work is satisfactorily completed. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is in pursuance of, and subject of all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contracts, the Detailed Specifications and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within (10) calendar days from the date when a written Notice is mailed to said bidder at the address herein given, stated that the Contracts have been awarded to him and are ready for signature.

SIGNED:  
\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(Address)  
DATE: \_\_\_\_\_

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner  
AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.  
HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

Jerry W. Jones  
Assistant Commissioner

SECTION 00350

BIDDER'S EXPERIENCE LIST

The following are contracts similar in scope to this project, which the Contractor has performed within the past five (5) years:

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Subcontractors List

The following are Subcontractors to be employed by the Contractor:

<u>Name</u>	<u>Description of Work</u>
<hr/>	<hr/>

Manufacturers List

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**SECTION 00410**

**BID BOND FORMS**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound into \_\_\_\_\_ as owner in the penal sum of \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

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 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 the 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 above.

Principal: \_\_\_\_\_(L.S.)

Surety: \_\_\_\_\_

By: \_\_\_\_\_



**SECTION 00480**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn,  
deposes and says that:

- 1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- 2) Such Bid is genuine and is not a collusive or sham Bid:
- 3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affidavit has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the Owner, or any person interested in the proposed contract, and:
- 4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signature of Bidder)

Subscribed and sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

(The above statement subscribed and sworn to before a Notary Public and must be submitted with the Bid)

**END OF SECTION 00480**

**SECTION 00481  
ATTESTATION CLAUSE**

\_\_\_\_\_  
NAME OF PROJECT

\_\_\_\_\_  
PROJECT NUMBER

**ATTESTATIONS**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

**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)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (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)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**

A. Appearer is registered and participates in a status verification system to verify that all employees 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.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

**SECTION 00500**

**CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between St. John the Baptist Parish herein called "Owner," and  
\_\_\_\_\_ a corporation, a partnership, an individual  
doing business as Parish of \_\_\_\_\_, and State of \_\_\_\_\_,  
hereinafter Called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

UV Light Disinfection Assembly  
Lions Water Treatment Plant

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (its or their) own proper cost and expense to furnish all labor, materials which are not furnished by the Owner, supplies, machinery, equipment, tools, superintendent, insurance and other accessories and services necessary to complete the said project in accordance with the general conditions. Supplemental General Conditions and Special Conditions, plans and other drawings and printed or written explanatory matter thereof, the contract documents and construction specifications and addenda, therefore as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General "A" Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day of delay until the work is satisfactorily completed.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Article 14 -, "Payments to Contractor and Completion," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  
ATTEST:

\_\_\_\_\_  
St. John the Baptist Parish  
(Owner)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_,  
Natalie Robottom, President

\_\_\_\_\_  
(Witness)

(Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Address and Zip Code

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, secretary should attest.

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly  
authorized and acting legal representative of

\_\_\_\_\_

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
DATE

SECTION 00505

CORPORATE RESOLUTION

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on \_\_\_\_\_ date

at \_\_\_\_\_ time

at \_\_\_\_\_ location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Therefore, it is resolved, that the corporation shall:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Secretary

**END OF SECTION 00505**

SECTION 00610

PERFORMANCE-PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_ a \_\_\_\_\_, doing business as  
\_\_\_\_\_, hereinafter called "Principal" and \_\_\_\_\_  
(Surety)  
of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called  
the "Surety," are held and firmly bound unto \_\_\_\_\_, Louisiana,  
(Owner)  
hereinafter called "Owner" in the penal sum of \_\_\_\_\_ Dollars  
and \_\_\_\_\_ cents (\$ \_\_\_\_\_) in lawful money of the United States, for  
the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into  
a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ a copy of which is hereto attached and made apart hereof for the construction of:

UV Light Disinfection Assembly  
Lions Water Treatment Plant

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertaking, covenants, terms, conditions, and agreements of said contract during the  
original term thereof, and any extensions thereof which may be granted by the Owner with  
or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred  
under such Contract, and shall fully indemnify and save harmless the Owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and  
repay the Owner all outlay and expense which the Owner may incur in making good any  
default, and shall promptly make payment to all persons, firms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work  
provided for in such Contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the construction of  
such work, and all insurance premium on said work, and for all labor performed in such  
work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each, one (1) of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Principal Secretary)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
(Address-Zip Code)

ATTEST:

(SEAL) \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

Countersigned

By \_\_\_\_\_  
Attorney-in-Fact  
State of Louisiana

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**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.

(Corporate Seal)

Title: \_\_\_\_\_

**CERTIFICATE AS TO SURETY**

I certify that I am \_\_\_\_\_, \_\_\_\_\_,  
(Name) (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.

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

SECTION 00620

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a Corporation, Partnership, Individual, the State of \_\_\_\_\_ hereinafter

called Principal, and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a corporation of the State of \_\_\_\_\_, authorized to do business as surety in the State of Louisiana, hereinafter called Surety, all held and firmly bound unto the St. John the Baptist Parish hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

UV Light Disinfection Assembly  
Lions Water Treatment Plant

NOW THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Principal

By: \_\_\_\_\_

Address: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Address

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-in-Fact

Address: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address

**NOTE:** Date of Bond must not be prior to date of Contract: