

**STATE OF LOUISIANA  
INVITATION TO BID**

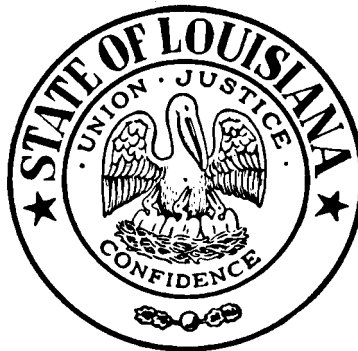
**WHISKEY ISLAND BACK BARRIER VEGETATIVE**

**PLANTINGS PROJECT  
(TE-50)**

**FOR OFFICE OF COASTAL PROTECTION AND RESTORATION**

**IN**

**TERREBONNE PARISH, LOUISIANA**



**File Number: Q 27516 DL**

**Solicitation Number: 2235334**

**Bid Opening Date: August 12, 2009, 10:00 A.M. (CST)**

**State of Louisiana  
Office of State Purchasing  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802**

NOTICE TO BIDDERS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of State Purchasing, Claiborne Office Building, 1201 North Third Street, Second Floor, Suite 2-160, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until **10:00 A.M. (CST), on August 12, 2009**, for the following:

**Solicitation: 2235334, File Number: Q 27516 DL**

Whiskey Island Back Barrier Vegetative Plantings In Terrebonne Parish, Louisiana  
for Office of Coastal Protection and Restoration, Engineering and Operations

**PROJECT:**

The Project Site is located in Terrebonne Parish, Louisiana, approximately twenty (20) miles south of Cocodrie, LA. The site is accessible only by boat or air. Directions and a map to the nearest launch may be found in the Appendix.

The Whiskey Island Barrier Vegetative Plantings Project is a Coastal Wetland Planning, Protection, and Restoration Act (CWPPRA) Project.

Prior to planting, a marsh platform shall be constructed within the project area. This contract will provide for the planting of native coastal plants on the newly created marsh platform and adjacent containment dikes to establish emergent vegetation.

The Work to be performed under these Plans and Specifications consists of furnishing all equipment, labor, and materials, and performing all Work required for the planting of the marsh and dune platforms and containment dikes at Whiskey Island Back Barrier Project, including mobilization, demobilization, and other related work. All Work shall be performed in accordance with Louisiana Standard Specifications for Roads and Bridges, latest edition, unless otherwise stated herein.

Under the Bid of this Contract, the Contractor shall supply, transport, store, and plant approximately 50,000 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* 'Vermilion'), 1,000 four (4) inch containers of Black Mangroves (*Avicennia germinans* 'Pelican'), 15,600 four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* 'Fourchon'), 7,800 four (4) inch containers of Seacoast Bluestem (*Schizachyrium maritimum* 'Timbalier'), 7,800 four (4) inch containers Seashore Dropseed (*Sporobolus virginicus*), 7,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* 'Gulf Coast'), and 7,800 one (1) trade gallon containers of Sea Oats (*Uniola paniculata* 'Caminada') plants along the dune and marsh platforms as specified. Date and time for delivery and planting shall be coordinated with the Owner.

All planting containers, debris, trash, or other incidentals used by the Contractor shall be removed from the project area and properly disposed of prior to Final Acceptance and Inspection by the Owner and demobilization.

Complete Bidding Documents may be obtained from:

OFFICE OF STATE PURCHASING  
Claiborne Office Building, Second Floor, Suite 2-160  
1201 North Third Street, Baton Rouge, Louisiana 70804  
Attn: Samantha LeBlanc

Email: [Samantha.LeBlanc@la.gov](mailto:Samantha.LeBlanc@la.gov)

Fax: (225) 342-8688 Phone: (225) 342-8034  
11 X 17 Drawings available upon request

All Requests should include: Federal Tax ID, Phone Number, Fax Number, Solicitation and File Number and Bid Opening Date

Website Link: <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>

For additional information contact Tom Ketterer, Office of State Purchasing, telephone (225) 342-8022, facsimile (225) 342-8688, or by email at [tom.ketterer@la.gov](mailto:tom.ketterer@la.gov)

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD:**

**TIME & DATE: August 4, 2009 @ 10:00 AM. (CST)**

**LOCATION:** The Chase Building  
450 Laurel St.  
Suite 1100 – Room 1154  
Baton Rouge, LA 70801

**AGENCY CONTACT: Shane Faust at (225) 342-4106**, if directions are needed to the conference.

Bids shall be accepted only from those bidders who attend the Mandatory Pre-Bid Conference.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a bank money order, certified check, cashier's check or bid bond. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. No Bid Security indicating an obligation of less than five percent (5%) by any method is acceptable.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for classification of Heavy Construction and/or specialty of Coastal Restoration & Habitat Enhancement; Seeding, Sodding, Soil Stabilization, Sheet Piling; Dredging; Dams, Reservoirs and Flood Control Work Other Than Levees; Earthwork, Drainage & Levee; Wharfs, Docks & Harbor Improvements, Landscaping, Grading & Beautification.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. The State reserves the right to reject any and all bids for just cause.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING  
DENISE LEA, DIRECTOR

## INSTRUCTIONS TO BIDDERS, POLICIES AND PROCEDURES

### COMPLETION TIME

The Bidder shall agree to fully complete the contract within **210** consecutive calendar days for the bid, subject to such extensions as may be granted under Section Time of Completion of the General Provisions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

### LIQUIDATED DAMAGES

The Bidder shall be assessed Liquidated Damages in the amount of four-hundred dollars and NO/100 (\$400.00) Dollars for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed".

### BIDDING DOCUMENTS

The Bidding Documents include the following:

- Notice to Bidders
- Instructions to Bidders, Policies and Procedures
- Bid Form
- General Provisions
- Special Provisions
- Contract Between Owner and Contractor including Insurance Certificates
- Affidavit
- Other Documents (if applicable)
- Technical Specifications
- Construction Plans
- Addenda Issued During the Bid Period and Acknowledged in the Bid Form

### BIDDING DOCUMENTS

One (1) set of Plans and Specifications shall be furnished to each Bidder. Bidding Documents may be obtained only from the Office of State Purchasing as described in the Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bidders shall promptly notify the Office of State Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Office of State Purchasing at least seven (7) days prior to the date for receipt of bids. Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

## **DEFINITIONS**

All definitions set forth in the General Provisions are applicable to the all portions of the Bidding Documents, unless otherwise specifically stated or written.

## **MANDATORY PRE-BID CONFERENCE**

A MANDATORY Pre-Bid Conference shall be held at the time and location described in the Notice to Bidders. Bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will not be considered to have attended. Any revision of the Bidding Documents made as a result of the Pre-Bid Conference and/or the Site Visit shall not be valid unless included in an addendum.

## **BIDDER'S REPRESENTATION**

Each Bidder by making his/her bid represents that:

1. He has read and understands the Bidding Documents and his bid is made in accordance therewith without exception.
2. He has visited the site and is familiar with the local conditions under which the work is to be performed.
3. His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
4. His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
5. The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.
6. The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

## **COMPLIANCE REGARDING SUSPENSION/DEBARMENT:**

Certification of no suspension or debarment: by signing and submitting any bid for \$100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Division of Administration of the State of Louisiana is an equal opportunity employer, and looks to its contractor, subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

By submitting and signing this solicitation, the Bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of the solicitation, without regard to their race, age, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of the solicitation.

## **MINORITY OR WOMAN-OWNED ENTERPRISE**

If your organization is a minority or woman-owned enterprise, please send supporting documentation. This information is required for the purpose of reporting to federal funding agencies. Send info to:

Natural Resources - Purchasing  
Attn: Judy Lebourgeois  
P O Box 44362  
Baton Rouge La 70804-4362, or  
Email Judy.Lebourgeois @ La.Gov

## **INSURANCE REQUIREMENTS**

Proof of Contractor's Liability Insurance shall be required prior to contract being released to the successful bidder, and before work can commence. Insurance coverage specified below shall be furnished with the following minimum limits:

**Workers' Compensation Insurance:** The contractor and subcontractor shall take and maintain during the life of the contract workers' compensation insurance for all of their employees employed at the site of the project. Coverage provided must meet requirements of the

labor code of the State of Louisiana. In case any class of employees is engaged in hazardous work under the workers' compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected. Employers' liability limit shall be \$1,000,000 when work is to be over water and involves maritime exposure.

**Public Liability and Property Damage Insurance:** Commercial general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$1,000,000 per occurrence.

**Licensed Motor Vehicles:** The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform there under, such insurance shall cover the use of all such vehicles.

(NOTE: If the Contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.)

**Aircraft or Watercraft Liability (When Applicable):** \$2,000,000 for watercraft and \$5,000,000 for aircraft.

**Builder's Risk Insurance: (If Applicable)**

The 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 wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risks" 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 repairs and/or replacements.

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. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage on projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, 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.

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.

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 or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverage not required.

Policies insuring projects involving additions, alterations, or repairs to existing buildings or structures 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 the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management ("ORM") covering in excess of the State of Louisiana, Policy of Self-Insurance, this company agrees to follow the following procedures 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, this company 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 (2) 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 than must be borne by each policy. If the two (2) appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two (2) shall determine the policy or policies and the amount of the loss. Each insurance company or ORM 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 (2) parties shall pay its chosen appraiser and bear the cost of the umpire equally.

**Additional Insured:** The State of Louisiana, all state departments, agencies, boards and commissions, its officers, directors, agents and employees are to be included as additional insured with respect to any work done by the insured under contract. The contracting party shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

#### **BIDDING PROCEDURE**

All bids must be submitted on the forms provided for this purpose and as included in the Bid Documents. All blanks on the Bid Form must be filled out with ink or type written and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

Bidders are cautioned to complete all alternates as required in the Bid Form. Failure to submit alternate prices will render the proposal informal and shall cause its rejection.

The bid shall include the legal name of Bidder and shall be signed by a person legally authorized to bind the Bidder to a Contract. The name and license number on the envelope shall be the same as on the Bid Form. On any bid in excess of fifty thousand dollars (\$50,000.00), and \$1.00 or more if hazardous materials are involved, the Contractor shall certify that he is licensed under R.S. 37:2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### **BID SECURITY**

No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the base bid and all alternates. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. Bid security furnished by the Bidder shall guarantee that the Bidder will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Contract Documents, within ten (10) days after written notice that the instrument is ready for his signature. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

The State of Louisiana, Division of Administration will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

#### **SUBMISSION OF BIDS**

**BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO THE PHYSICAL LOCATION OF THE OFFICE OF STATE PURCHASING.**

Bids may be mailed to: OFFICE OF STATE PURCHASING  
P.O. BOX 94095  
BATON ROUGE, LA 70804-9095

or delivered by hand or by courier to: OFFICE OF STATE PURCHASING  
CLAIBORNE OFFICE BUILDING, 2ND FLOOR, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70804

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidders should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

The bid envelope shall be identified on the **outside** with the project name, solicitation number and file number, bid opening date and time, and the name, address, **and license number** of the Bidder. The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Notice to Bidders.

#### **SIGNATURE AUTHORITY:**

In accordance with L.R.S. 39:1594 (Act 121), 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.

#### **ADDENDA**

Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays, except an Addendum, if necessary, postponing the date of receipt of bids or canceling the request for bids.

Receipt of all Addenda issued should be acknowledged on the Bid Form and copies of the addenda should be returned with the Bid.

It is the Bidder's responsibility to check website link: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

#### **CONSIDERATION OF BIDS**

The properly identified Bids received on time will be opened publicly and will be read aloud.

The Division of Administration 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 Bidding Documents or a bid in any way incomplete or irregular.

The Division of Administration 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.

#### **WITHDRAWAL OF BID**

The Bidder agrees that his/her bid shall be good and may not be withdrawn by the Bidder for a period of thirty (30) calendar days after the bid opening.

**REJECTION OF BIDS:** The Bidder understands that the State reserves the right to reject any or all bids for just cause.

#### **PUBLICIZING OF AWARD**

Unsuccessful bidders will be notified of the award in accordance with LAC 34:i.535 provided that they submit a self addressed, stamped envelope requesting this information.

#### **ACCEPTANCE OF BID**

It is the intent of the Division of Administration, if any alternates are accepted, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Division of Administration shall reserve the right to accept or reject alternates in any order which does not affect determination of the Low Bidder. The low bid, including alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

#### **AFFIDAVIT**

The successful Bidder shall be required to execute an affidavit attesting "THAT THIS PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF A SOLICITOR".

#### **NOTICE OF AWARD AND FORM OF CONTRACT**

If the Bidder is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, the

Bidder agrees to execute a contract for the work accepted, in the standard contract form currently used by the Division of Administration within ten (10) days after notice from the Division of Administration.

#### **PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND**

The Bidder agrees, if awarded the contract, to execute and deliver to the Division of Administration at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum.

Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of ten percent (10%) of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

A Labor and Materials Payment Bond in an amount equal to 100% of the contract amount must also be provided by the successful Bidder.

#### **RECORDATION CERTIFICATE**

Contractor upon receipt of executed contract, bond, purchase order and Notice to Proceed shall record the contract and bond 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 forward this Certificate immediately to the Division of Administration. The contracting agency will process no invoices until receipt of the Certificate of Recordation.

#### **PROGRESS PAYMENTS**

The Schedule of Items submitted by the Bidder shall be incorporated in the Contract showing the estimated quantities and accepted unit prices therefore, the total of which comprises the Total Contract Amount. Progress payments will be made in accordance with the Measurement and Payment Provisions included in the Technical Specifications and the General Provisions of the Contract Documents. Contract retainage will be withheld from each Progress Payment as follows:

- Ten (10%) percent of the payment amount for projects up to \$500,000.00
- Five (5%) percent of the payment amount for contracts of \$500,000.00 or more.

The final Total Contract Amount will be determined by the actual quantities in place at the unit prices set forth under the Schedule of Items.

#### **ACCEPTANCE**

Acceptance of the work shall be made in accordance with Section GP-29 of the General Provisions. Upon written notice by the Owner to the Division of Administration, 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 and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Payment of retainage will be made at this time.

**AWARD AND EXECUTION OF CONTRACT:** When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

If the Bidder is notified of the acceptance of the bid within thirty (30) days after the opening of bids, the Bidder agrees to execute and deliver the executed contract between the owner and contractor and applicable bonds and insurance certificates within ten (10) days after notice from the Owner that the instrument is ready for signature.

If the Bidder fails to complete all requirements for executing the contract or bonds within ten (10) days after notification, the State may reject the Bid, retain the Bid Bond, call in the surety for payment, and award the contract to the next lowest bidder.

**REJECTION OF BIDS:** The Bidder understands that the State reserves the right to reject any or all bids for just cause.



**WITHDRAWAL OF BIDS:** No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

**BID SECURITY:** Attached is the bid security equal to five percent (5%) of the sum of total base bid and all alternates. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. The bid security is to become the property of the State in the event the Contract and bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

**COMPLETION TIME:** The Bidder hereby agrees to fully complete the project within the number of consecutive calendar days stipulated in the Contract Documents, as may be amended by addenda, and acknowledges that this construction time will begin on the date specified in the written "Notice to Proceed" from the State.

**LIQUIDATED DAMAGES:** The Bidder hereby also agrees to be assessed the amount stipulated in the Contract Documents as Liquidated Damages for each consecutive calendar day for which the work is not complete beginning with the first day beyond the completion date stated on the "Notice to Proceed".

**SCHEDULE OF BID ITEMS:** The proposal shall be completed by the bidder on the attached Schedule of Bid Items, with the prices shown in words and numerals and the total amount shown by the bidder. Refer to the Technical Specifications for complete information concerning these items. In case of a discrepancy, the prices shown in words shall govern.

The undersigned bidder understands that the quantities of work as shown in the Schedule of Bid Items and work to be performed are approximate only and are subject to increase or decrease, and offers to do the work at the unit price stated in the Schedule of Bid Items.

The Bidder also agrees to do any extra work, not covered by the Schedule of Bid Items, which may be ordered by the Engineer, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with the General Provisions, Change Orders, etc. This extra work will be connected to the scope of work required on this project.

**THE UNDERSIGNED BIDDER,** in compliance with the Invitation to Bid for the project listed above, having: a) examined the construction plans, specifications and related documents, b) not received, relied on, or based his bid on any verbal instructions contrary to the Contract Documents or any addenda, c) inspected the site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the project within the time set forth and for the total amount of the accepted bid based on the sum of the extension of unit prices and estimated quantities contained in the Schedule of Bid Items.

Also, the Bidder acknowledges receipt of the following **ADDENDA (ATTACH COPIES):**

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

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

LOUISIANA CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED or PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

VENDOR NUMBER: \_\_\_\_\_

DATED: \_\_\_\_\_