

**SECTION 00008- CERTIFICATION OF RESPONSIBILITY FOR DOCUMENT PREPARATION**

**Folsom Jr. High School  
St. Tammany Parish School Board**

**CN. 08060**

**ARCHITECTURAL SPECIFICATIONS  
THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS  
PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE  
SUPERVISION OF THE COMPANY LISTED BELOW:**

- IA Advertisement for Bids
- IB Instructions to Bidders
- IC Payment of Taxes
- ID Bid Proposal Form
- IIA Agreement
- IIB Performance Bond
- IIC Labor and Materials Payment Bond
- IID Non Collusion Affidavit
- IIIB Supplementary General Conditions
- IIIC Change Order
- 01010 Summary of Work
- 01015 Miscellaneous General Requirements
- 01250 Contract Modification Procedures
- 01310 Project Management and Coordination
- 01320 Construction Procedures and Meetings
- 01330 Submittal Procedures
- 01400 Quality Control Procedures
- 01500 Temporary Facilities and Controls
- 01600 Product Requirements
- 01635 Substitution Procedures
- 01732 Selective Demolition
- 01770 Contract Closeout Procedures and Warranties
- 01800 Time of Completion and Liquidated Damages
- 02070 Cutting and Patching
- 02361 Termite Control
- 02920 Lawns and Grasses
- 04810 Unit Masonry Assemblies
- 04901 Masonry Restoration Cleaning
- 05500 Metal Fabrications
- 06100 Rough Carpentry
- 06402 Interior Architectural Woodwork
- 07210 Building Insulation
- 07420 Pre-Formed Metal Siding and Soffits
- 07552 SBS-Modified Bituminous Membrane Roofing
- 07620 Sheet Metal Flashing and Trim

07710 Manufactured Roof Specialties  
07720 Roof Accessories  
07841 Firestopping  
07920 Joint Sealants  
08110 Steel Doors and Frames  
08211 Flush Wood Doors  
08411 Aluminum Framed Entrances  
08520 Aluminum Windows  
08710 Door Hardware  
08800 Glazing  
09220 Portland Cement Plaster  
09253 Gypsum Sheathing  
09255 Gypsum Board Assemblies  
09310 Ceramic and Quarry Tile  
09511 Acoustical Panel Ceilings  
09651 Resilient Floor Tile  
09653 Resilient Wall Base and Accessories  
09680 Carpet  
09705 Resinous Flooring  
09770 FRP Panels  
09911 Exterior Painting  
09912 Interior Painting  
10101 Visual Display Surfaces  
10155 Toilet Compartments  
10265 Impact Resistant Wall Protection  
10400 Signage  
10520 Fire Protection Specialties  
10550 Metal Walkway Covers  
10801 Toilet and Bath Accessories

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Ernest E. Verges II, A.I.A

**SECTION 00008- CERTIFICATION OF RESPONSIBILITY FOR DOCUMENT  
PREPARATION**

**Abita Springs Elementary School  
St. Tammany Parish School Board**

**CN. 08050**

**STRUCTURAL SPECIFICATIONS**

**THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS  
PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE  
SUPERVISION OF THE COMPANY LISTED BELOW**

02201 Earthwork for Building Foundations  
03300 Cast-In-Place Concrete  
05100 Structural Steel  
05200 Steel Joists  
05300 Metal Decking  
05400 Cold-Formed Metal Framing

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Robert Bouchon, P.E.

**SECTION 00008- CERTIFICATION OF RESPONSIBILITY FOR DOCUMENT PREPARATION**

**Abita Springs Elementary School  
St. Tammany Parish School Board**

**CN. 08050**

**MECHANICAL SPECIFICATIONS  
THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS  
PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE  
SUPERVISION OF THE COMPANY LISTED BELOW:**

- 15010 Mechanical General Provisions
- 15050 Basic Materials and Methods
- 15150 Air System Testing & Balancing
- 15200 Mechanical Insulation
- 15300 Water Supply
- 15370 Gas Distribution
- 15450 Plumbing
- 15700 Air Conditioning
- 15800 Air Distribution
- 15900 Temperature Controls

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Ervin Ritter, P.E.

**SECTION 00008- CERTIFICATION OF RESPONSIBILITY FOR DOCUMENT  
PREPARATION**

**Abita Springs Elementary School  
St. Tammany Parish School Board**

**CN. 08050**

**ELECTRICAL SPECIFICATIONS  
THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS  
PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE  
SUPERVISION OF THE COMPANY LISTED BELOW:**

- 16010 Basic Electrical Requirements
- 16100 Basic Electrical Materials and Methods
- 16400 Panelboards
- 16500 Lighting Fixtures
- 16600 Special Systems

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Ryan Orgeron, P.E.



**ADVERTISEMENT FOR BIDS**

Separate sealed bids will be received by the St. Tammany Parish School Board at the St. Tammany Parish School Board C.J. Schoen Administrative Complex, Reception Desk, 321 N. Theard St., Covington, Louisiana 70433 for Folsom Jr. High School, Additions and Renovations, STPSB Project No. 0813 on the 8<sup>th</sup> day of July, 2009, at 2:00 p.m. (Time shall be established by the PBX clock at the above referenced address), at which time and place bids will be publicly opened and read aloud.

Complete Bidding Documents may be obtained from the Architect, Verges Rome Architects, 320 N. Carrollton Ave., Ste. 100, New Orleans, LA 70119, (504) 488-7739, upon payment of a deposit of \$250.00 for each set of documents.

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 certified check, cashier's check or bid bond, as outlined in the Instructions to Bidders.

The Successful Bidder will be required to furnish a performance and payment bond, each in an amount equal to 100% of the contract amount.

No bid may be withdrawn except as provided for by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, La. R.S. 37:2150.1 through 2164, as amended.

Preference may be given to materials, supplies and provisions produced, manufactured or grown in Louisiana in accordance with law.

The Owner reserves the right, in accordance with law, to reject any and all bids.

A pre-bid conference will be held on the 26<sup>th</sup> day of June, 2009 at 10:00 a.m. at the project site, Folsom Jr. High School, 83055 Hay Hollow Rd., Folsom, LA 70437. Bidders are strongly urged to attend and participate in the conference.

Bidders have the option to submit bids electronically in accordance with Louisiana Revised Statute 38:2212 A(1)(f)(i). Bids submitted electronically shall be submitted through BidSync.

Print Dates:    Thursday, June 11, 2009  
                  Thursday, June 18, 2009  
                  Thursday, June 25, 2009



**SECTION IB - INSTRUCTIONS TO BIDDERS**

**ST. TAMMANY PARISH SCHOOL BOARD**

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**SECTION 1**

**DEFINITIONS**

- 1.1 "Alternate Bid" (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted by the Owner.
- 1.2 "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which work may be added or deducted for sums stated in any Alternate Bid.
- 1.3 "Bid" is a complete and properly signed Bid Proposal Form to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents and subject to the requirements of the Contract Documents.
- 1.4 "Bidder" is one who submits a Bid for a prime contract with the Owner for the Work described in the proposed Contract Documents.
- 1.5 "Bid Documents" include but are not limited to:
- 1.5.1 All definitions set forth in the General Conditions of the Contract.
- 1.5.2 "Addendum" or "Addenda" are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, approvals, clarifications or corrections.
- 1.5.3 "Contract Documents" include all documents identified in the Agreement between the Successful Bidder and the Owner.
- 1.6 "Owner" is the St. Tammany Parish School Board.
- 1.7 "Sub-bidder" is one who submits a bid to a Bidder for a portion of the Work.
- 1.8 "Successful Bidder" means the lowest qualified responsible and responsive Bidder submitting a Bid and to whom the Owner makes an award.
- 1.9 "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.10 "Work" consists of the duties and obligations undertaken by the Bidder in accordance with the Contract Documents to complete the Project identified in the Contract Documents.

**SECTION 2**

**BIDDER'S REPRESENTATION**

- 2.1 Each Bidder by submitting a completed and signed Bid represents that:
- 2.1.1 He has read and understands the Bid Documents and his Bid is made in accordance therewith.

## **SECTION IB - INSTRUCTIONS TO BIDDERS**

- 2.1.2 He has examined and personally visited the site and the location of the proposed Work and has familiarized himself with the local conditions under which the Work is to be performed to include correlation of his personal observations with the requirements of the Contract Documents.
- 2.1.3 His Bid is based upon the materials, systems, equipment or other items and conditions described in the Bid Documents without exception.
- 2.1.4 He is satisfied as to (1) the conditions to be encountered, (2) the character, quality, and scope of the proposed Work, (3) the quality and quantity of the materials to be furnished, and (4) the requirements of the Bid, the plans and specifications, and other Contract Documents.
- 2.1.5 He is fully qualified and licensed in accordance with La. R.S. 37:2150.1 through 37:2164 as amended, and under applicable state and local licensing requirements and he shall be responsible for determining that he and all Sub-bidders or prospective subcontractors are duly licensed in accordance with state and local authorities.

### **SECTION 3**

#### **BID DOCUMENTS**

##### **3.1 COPIES**

- 3.1.1 Prime bidders who are properly licensed by the Louisiana State Licensing Board for Contractors may obtain from the Architect (unless another issuing office is designated in the Advertisement for Bid) at least one set of complete Bid Documents for the deposit, if any, stated in the Advertisement for Bid. Deposits for documents will be returned in accordance with law.
- 3.1.2 Bid Documents will be issued in accordance with law.
- 3.1.3 Complete sets of Bid Documents should be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 3.1.4 The Owner or the Architect, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license for any other use.

##### **3.2 INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

- 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.
- 3.2.2 Any interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding upon the Owner and Bidders shall not rely upon such interpretations, corrections and changes.

##### **3.3 SUBSTITUTIONS/PRIOR APPROVALS**

- 3.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any substitution proposed by the Bidder.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect and Owner at least ten (10) calendar days prior to the date for receipt of bids. Each such request shall include the name of the manufacturer and distributor of the materials or equipment of the substitute and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The decision of the Owner concerning any substitute shall be final.
- 3.3.3 If the Owner approves any proposed substitution, such approval will be set forth in an Addendum. Bidder shall not rely upon approvals made in any other manner, whether oral or in writing.

## SECTION IB - INSTRUCTIONS TO BIDDERS

### 3.4 ADDENDA

- 3.4.1 Addenda will be transmitted or delivered to all Bidders who have requested bid documents in accordance with law.
- 3.4.2 Each Bidder should ascertain from the Architect prior to submitting a Bid that he has received all Addenda issued. All bids will be considered by the Owner as if the Bidder had received and considered all Addenda.

## SECTION 4

### BIDDING PROCEDURE

#### 4.1 FORM AND STYLE

- 4.1.1 Bids, and documents that accompany the Bid, should be submitted on the Bid Proposal Form and documents provided by the Owner. The forms can to be removed from the project manual or specifications. A duplicate copy is also acceptable.
- 4.1.2 Information requested on the Bid Proposal Form shall be filled in by typewriter or legible hand printing or writing in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Proposal Form, prices should be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words shall govern.
- 4.1.4 All requested alternates shall be Bid.
- 4.1.5 Bidder shall not qualify his Bid in any manner.
- 4.1.6 Each Bid shall state the name of the Bidder. Written evidence of the authority of the person signing the Bid, to act on behalf of the Bidder, should be attached to the bid. Acceptable evidence includes, but shall not be limited to:
- (a) Written proof that the signature is of any officer, member or partner listed on the most current annual report on file with the Secretary of State if the entity is registered in Louisiana;
  - (b) If the Bidder was not incorporated, organized or formed in Louisiana, then proof similar that in (a) above from the State of incorporation, organization or formation that the signature is of any officer, member or partner listed on the most current documents filed by the entity in its State of incorporation, organization or formation;
  - (c) A corporate resolution;
  - (d) A certification as to the authority of an individual to act on behalf of an entity;
  - (e) Documents showing that the Bidder has filed in the appropriate records with the Louisiana Secretary of State, or for a foreign corporation, organization or entity with a similar State official, or with the clerk of court for St. Tammany Parish, Louisiana, an affidavit, resolution or other acknowledged or authentic document indicating the names of all persons authorized to execute and submit bids for contracts or to contract on behalf of the corporation, organization or entity; or
  - (f) Any other documentation that is acceptable to the Owner.
- 4.1.7 Bidder shall certify that he is properly licensed and should show his license number on the Bid Proposal Form in the designated space and shall show his license number on the bid envelope. Failure of the Bidder to certify that he is licensed or to include the contractor's license number on the bid envelope may result in the Bid being automatically rejected, so marked, returned to the Bidder, and not read aloud in accordance with Louisiana Revised Statute 37:2163.
- 4.1.8 Bidders should attach or enclose with the signed Bid Proposal Form all other requested documents, including but not limited to written proof as set forth in Section 4.1.6 and the Bid Security.

#### 4.2 BID SECURITY

## **SECTION IB - INSTRUCTIONS TO BIDDERS**

- 4.2.1 Bids may not be considered or accepted if the Bid is not accompanied by bid security in an amount of five percent (5%) of the Base Bid. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in the state of Louisiana and qualified as required by the provisions of Louisiana Revised Statute 38:2218 and 38:2219. Any bond should be accompanied by the appropriate power of attorney with a valid effective date.
- 4.2.2 Bid security furnished by the Bidder should guarantee that the Bidder will, if awarded the Contract, perform according to the terms of his Bid and the Bid Documents and will enter into the Contract with the Owner.
- 4.2.3 Should the Bidder fail to perform according to his Bid and the Bid Documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 4.2.4 The Owner will have the right to retain the bid security of bidders until either (a) the Contract has been executed and Bonds have been furnished by the Bidder awarded the Contract, or (b) the time for the rejection of all Bids by the Owner has expired.
- 4.3 **SUBMISSION OF BIDS**
- 4.3.1 The signed Bid Proposal Form, the bid security, and any other documents to be submitted with the Bid Proposal Form should be enclosed in a sealed, opaque envelope. The envelope should be addressed to St. Tammany Parish School Board, 321 N. Theard, Covington, Louisiana 70433 and be plainly marked "BIDS ON CONSTRUCTION OF (Name of Project) TO BE OPENED (Date)" and include the Bidder's name, address, and shall include the Louisiana contractor's license number. If the Bid is sent by mail, the sealed envelope should be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid, or any extension thereof made by Addendum. Bidders are responsible for timely delivery at the location designated for receipt of Bids. Delays in the U.S. Mail or any other agent or delivery service remain the responsibility of the Bidder. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.4 **MODIFICATION OR WITHDRAWAL OF BID**
- 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder except in accordance with law.
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by written notice to the party receiving Bids at the place and prior to the time designated for opening of Bids
- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the opening of Bids.
- 4.4.4 Bid security should be in an amount sufficient for the Bid as modified or resubmitted.

## **SECTION 5**

### **CONSIDERATION OF BIDS**

- 5.1 **OPENING OF BIDS**
- 5.1.1 Unless stated otherwise in the Advertisement for Bids, the properly identified Bids received on time will be opened publicly, will be read aloud, and an abstract of the amounts of the Base Bids and Alternates, if any, will be made available to Bidders.
- 5.2 **REJECTION OF BIDS**
- 5.2.1 The Owner shall have the right to reject any or all Bids in accordance with law.
- 5.3 **ACCEPTANCE OF BID (AWARD)**
- 5.3.1 The Owner shall award a contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with law, and the Owner does not reject any or all Bids in accordance with law.

## **SECTION 6**

### **SUBMISSIONS**

**SECTION IB - INSTRUCTIONS TO BIDDERS**

- 6.1 If required by the Owner, the apparent low Bidder shall submit to the Architect and the Owner prior to award of the Contract, written documentation from any manufacturer that the manufacturer will issue the guarantee, such as a roof system guarantee, based on the specified system or equipment and include the name of the applicator acceptable to the manufacturer for installing the specified system and all requirements of the manufacturer which must be met in order for the guarantee to issue. The manufacturer shall be one that has received prior approval or is named in the specifications.

**SECTION 7**

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- 7.1 The successful Bidder shall furnish and pay for a performance bond and a statutory payment bond for public works, in accordance with La. R.S. 38:2219 as amended.
- 7.2 The Bonds shall be issued in accordance with the provisions of La. R.S. 38:2216 and 2219 as amended, except that they will be in the amount of one hundred percent of the Contract amount.
- 7.3 The Owner may record the executed Agreement and Bonds with the Clerk of Court for the Parish of St. Tammany.

**SECTION 8**

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- 8.1 Unless otherwise provided in the Bid Documents, the Agreement and bond forms for the Work will be written on the forms as attached in the Contract Documents. Within five (5) days after the proposed agreement is presented to the Successful Bidder for execution, the Successful Bidder and his surety must execute the Agreement.

**SECTION 9**

**COLLUSION AGREEMENTS**

- 9.1 Any person submitting a bid, if awarded the contract, will be required to execute an affidavit before a Notary Public in the form provided, to the effect that he has not colluded with any person, firm, or corporation with regard to any bid submitted and to comply with the provisions of Louisiana Revised Statute 38:2224.

**SECTION 10**

**UNIT PRICES**

- 10.1 Unit prices other than those requested in the Bid Proposal Form should not be submitted with any Bid.
- 10.2 Unit prices furnished by the Contractor in the form of a proposal shall not be construed as an authorization to perform work or expend monies. Any change in the Work must be authorized by a written change order and signed in accordance with the Contract Documents.

**SECTION 11**

**RELIEF FROM BID MISTAKE**

- 11.1 Bidders are advised to review the provisions of law, particularly Louisiana Revised Statute 38:2214 C and D, as amended from time to time, to support an application to withdraw a Bid.
- 11.2 In the event a Bidder, after opening of the bids, attempts to utilize the provisions of Louisiana Revised Statute 38:2214 C to attempt to withdraw its bid, the Board will be the sole party to determine whether the alleged bid mistake is substantial.

**SECTION 12**

**PRE-BID CONFERENCE**

- 12.1 A pre-bid conference will be held at the time and place designated in the Advertisement for Bids. Bidders are strongly urged to attend and participate in the conference.

**SECTION IB - INSTRUCTIONS TO BIDDERS**

**SECTION 13**

**COMPLETION TIME AND LIQUIDATED DAMAGES**

- 13.1 The completion of the Work must be within the time stated on the Bid Proposal Form, if any, subject to any extensions as may be granted in accordance with Contract Documents or the contractor shall pay the Liquidated Damages in the amount as stated on the Bid Proposal Form.

END OF SECTION IB  
3/25/09

**SECTION IC -PAYMENT OF TAXES**

The Bidder is responsible for the payment of all applicable sales, use or other taxes relating to any materials or services to which such taxes are imposed arising from its Bid or the Contract.

**END OF SECTION IC**



**SECTION ID - BID PROPOSAL FORM**

**PROJECT NO. 0813**

This form, or a duplicate thereof, which is the Bidder's proposal, is to be completed, signed, and delivered to the St. Tammany Parish School Board at the time and date advertised, together with any other required documents, to include but not limited to the bid security documents request under Section 4.1.6 of the Instructions to Bidders.

Date: \_\_\_\_\_

**TO:** St. Tammany Parish School Board (Owner)  
321 N. Theard St.  
Covington, Louisiana 70433

**PROPOSAL FOR:** \_\_\_\_\_

**THE BIDDER:** (Name and Address as on Contractor's License)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ acknowledges receipt of the following:

**ADDENDA:** No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

**BID SECURITY:** attached is a [ ] Bid Bond; or, a [ ] Cashier's Check; or a Certified Check. The amount of the Bid Bond or Cashier's Check or Certified Check should be in the amount of 5% of the total Base Bid, as found on Bid Proposal Form.

The Bid Security becomes the property of the Owner in the event the Agreement and Bonds are not executed within the time set forth as an agreed upon amount of liquidated damages for the delay and additional work caused thereby and not as a penalty.

**THE BIDDER:** hereby declares that he: a) has carefully examined the Bid Documents, b) has a clear understanding of the Bid Documents, c) has not received, relied on, or based on his bid on any verbal instructions contrary to the Bid Documents or any addenda, d) has personally inspected and is familiar with the project site, e) is vested with authority to bind the Bidder and sign the Bid proposal on behalf of the Bidder, and f) hereby proposes to provide all labor, materials, tools, appliances, equipment and facilities as he is required to perform, including payment of all applicable taxes for the construction and completion of the Work, in a workmanlike manner, all in accordance with the Contract Documents.

**BASE BID:** For all work required by the Contract Documents, the lump sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**COMPLETION TIME:** The Bidder hereby agrees to commence work under the Agreement and Bonds on a date specified in a written "Notice to Proceed" by the Architect and to substantially complete the Work included in this proposal within Two Hundred and Forty (240) calendar days of the date of the written "Notice to Proceed".

**LIQUIDATED DAMAGES:**

The Bidder hereby also agrees to pay Liquidated Damages in the amount of **One Thousand Dollars and no/100 (\$ 1,000.00 )** for each consecutive calendar day for each Phase which the Work is not complete, beginning with the first day beyond the completion time stated above. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

**AWARD AND EXECUTION OF CONTRACT:**

The Owner 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, he agrees to execute a contract for the Work accepted, in the standard contract form currently used by the Owner, a copy of which is bound to the Contract Documents. Bidder further agrees to submit the required bonds within five (5) days after notice from the Owner or Architect that the instrument is ready for Successful Bidder signature.

**REJECTION OF BIDS:** The Owner reserves the right to reject any or all bids for cause or in accordance with law.

**WITHDRAWAL OF BIDS:**

The Bidder agrees that this Bid may not be withdrawn except in accordance with law.

**LICENSE CERTIFICATION:**

The Bidder certifies that he meets all licensing requirements of the State of Louisiana and as required by law, including under Louisiana Revised Statute. 37:2150.1 through 2164.

**PREFERENCE:**

A preference in favor of Louisiana bidders may be applied by Owner in accordance with Louisiana Revised Statute. 38:2225 as amended.

LOUISIANA CONTRACTOR'S LICENSE #: \_\_\_\_\_

The undersigned, through its authorized representative, respectfully submits this proposal,

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
email address

\_\_\_\_\_  
Employer's Registration Number Under Social  
Security Acts and/or Internal Revenue Service  
Employer Identification Number

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

**REQUIRED ATTACHMENTS:**

- 1) Bid Security
- 2) Any documents if required by Section 4.1.6 of the Instructions to Bidder [Section IB]

ENVELOPE: Mark envelope containing bid, as follows:

<p>"BID FOR _____ DATE _____"</p> <p>To be delivered by 2:00 P.M. Bidder _____ My Louisiana License No. is _____.</p> <p>IF THE BID ENVELOPE DOES NOT CONTAIN THE ABOVE INFORMATION LEGIBLY PRINTED ON THE OUTSIDE OF THE ENVELOPE, THE BID MAY BE AUTOMATICALLY REJECTED, RETURNED TO THE BIDDER UNOPENED AND MARKED "REJECTED", AND NOT BE READ ALOUD.</p>
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**SECTION IIA - AGREEMENT**

**SAMPLE**

**AGREEMENT BETWEEN  
ST. TAMMANY PARISH SCHOOL BOARD  
AND**

**STATE OF LOUISIANA  
PARISH OF ST. TAMMANY  
CITY OF COVINGTON**

AN AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between:

**ST. TAMMANY PARISH SCHOOL BOARD**, located at 321 N. Theard, Covington, LA 70433 herein represented by \_\_\_\_\_, its Superintendent, duly authorized, hereinafter called "Owner", and

\_\_\_\_\_, located at \_\_\_\_\_, a corporation organized and created under the laws of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors of said corporation, adopted at a meeting held on \_\_\_\_\_, a certified copy of which is annexed hereto for reference, hereinafter called "Contractor."

The said Contractor, has agreed, and does by these presents agree, for the consideration mentioned and contained herein, to furnish all labor and materials, tools, equipment, supplies, utilities, charged fees, permits and all other construction accessories and services required to build, construct and complete in a thorough and workmanlike manner: \_\_\_\_\_, in strict accordance with the Contract Documents prepared by \_\_\_\_\_ for St. Tammany Parish School Board.

The Owner will pay and the Contractor will accept in full consideration for the performance of the contract, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which sum includes all taxes and represents the Base Bid plus Alternates \_\_\_\_\_ and subject to additions and deductions as provided in the Contract Documents.

The said Contract Documents, including by way of example and not of limitation, the Drawings, dated \_\_\_\_\_, Addenda number \_\_\_\_\_, dated \_\_\_\_\_, the Specifications, dated \_\_\_\_\_, the Advertisement for Bids, Instructions to Bidders, Contractor's Bid Proposal Form, General Conditions, Supplementary Conditions, Special Conditions, and any Addenda thereto, which impose duties and obligations upon appearers herein. For these purposes, all of the provisions contained in the aforementioned Contract Documents are contained herein by reference with the same force and effect as though said Contract Documents were herein set out in full. An enumeration of the Contract Documents is as follows:

Contractor agrees to complete fully all work included in this Agreement within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days from the date of Notice to Proceed as issued by the Architect, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall be assessed Liquidated Damages, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each consecutive calendar day which the Work is not complete beginning with the first day beyond the completion time stated above. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

Contractor agrees to do and perform each and every one of the obligations contained in and, in conformity with, the said Contract Documents.

In accordance with LA R.S. 23:1061(A), the parties hereby agree that Owner is entitled to and does hereby adopt a statutory employment relationship with any person(s) employed by or under Contractor, including but not limited to all subcontractor or materialmen or supplier employees. Contractor and Owner do hereby acknowledge that the work performed by Contractor is an integral part of or essential to the ability of Owner to carry out its constitutional and statutory duties to provide educational services. Contractor agrees to provide workers= compensation insurance coverage as provided for in the

**SECTION IIA - AGREEMENT**

Contract Documents and Supplementary Conditions and holds Owner harmless and indemnifies Owner in the event of any workers= compensation claim is asserted against Owner for any persons defined herein.

In consideration of the faithful and complete performance by the Contractor of all and singular the obligations by Contractor herein assumed, the ST. TAMMANY PARISH SCHOOL BOARD hereby agrees to pay unto the said Contractor, its successors, legal representatives and assigns, at the times and in the manner set forth in the specifications above referred to, the price for the work to be done under this contract, in accordance with the proposal of said Contractor, duly accepted by Owner.

Contractor by signing this contract consents and yields to the jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, Louisiana, and does formally waive any plea of lack of jurisdiction, on account of its residence elsewhere, in the event of a law suit filed under this contract or the bonds furnished for and on behalf of the Contractor at the time of the execution of this Agreement.

Contractor has separately furnished a performance bond and a labor and materials payment bond issued by \_\_\_\_\_, this date to the Owner which bonds are furnished in accordance with the requirements of the Contract Documents and for recording in the Office of the Recorder of Mortgages in the Parish of St. Tammany.

**THIS AGREEMENT** is entered into as of the date first written above and is executed in at least four originals.

**WITNESSES**

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

**ST. TAMMANY PARISH SCHOOL BOARD**

By: \_\_\_\_\_  
(Name)  
Superintendent

**WITNESSES**

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

**(CONTRACTOR)**

By: \_\_\_\_\_  
(NAME)  
(Title)