

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Houma-Terrebonne Airport Commission
10264 East Main Street
Houma, Louisiana 70363

(Owner to provide name and address of owner)

BID FOR: Replacement of Existing Security Lighting
Luminaires

Houma-Terrebonne Airport Commission
Parish of Terrebonne
Project Number - HTAC-21814

(Owner to provide name of project and other identifying information)

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: Ronald J. Boudreaux, P.E., Inc. and dated: May 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) #1

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:

One Hundred Fifty-six Thousand, Nine Hundred and Sixty-five Dollars (\$ 156,965.00)

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:

NOT APPLICABLE Dollars (\$ )

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

NOT APPLICABLE Dollars (\$ )

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

NOT APPLICABLE Dollars (\$ )

NAME OF BIDDER: Diamond Electrical Company, Inc.

ADDRESS OF BIDDER: P. O. Box 15501
Baton Rouge, LA 70895-5501

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 8470

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Stephen P. Wintz

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Vice President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: [Signature]

DATE: August 14, 2014

\* 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.

\*\* 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 LA RS 38:2218.A is attached to and made a part of this bid.

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EAST RAMP LUMINAIRE REPLACEMENT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	32	each	\$2,115.00	\$67,680.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ WEST RAMP LUMINAIRE REPLACEMENT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	18	each	\$2,115.00	\$38,070.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ TAXIWAY GOLF LUMINAIRE REPLACEMENT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	21	each	\$2,115.00	\$44,415.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ AFTER DARK LUMINAIRE ADJUSTMENT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	20	hours	\$340.00	\$6,800.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

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

Engineers Joint Documents Committee  
**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Diamond Electrical Company, Inc.  
P.O. Box 15501  
Baton Rouge, La 70895-5501

**SURETY (Name and Address of Principal Place of Business):**

Western Surety Company  
P.O. Box 5077  
Sioux Falls, SD 57117

**OWNER (Name and Address):**

Houma Terrebonne Airport Commission  
10264 E. Main Street  
Houma, La 70363

**BID**

Bid Due Date: 08/14/2014  
Project (Brief Description Including Location):  
Replacement of Existing Security Lighting Luminaires  
Project #HTAC-21814

**BOND**

Bond Number: N/A  
Date (Not later than Bid due date): N/A  
Penal sum Five Percent of Amount Bid 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Diamond Electrical Company, In c. (Seal)  
Bidder's Name and Corporate Seal )

Western Surety Company (Seal)  
Surety's Name and Corporate Seal )

By: [Signature]  
Signature and Title  
Stephen P. Wirtz, Vice President

By: [Signature]  
Signature and Title Tawanda Weatherspoon, Attorney In Fact  
(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title  
Michael Broussard, Estimator

Attest: [Signature]  
Signature and Title Erich Cathey, Account Manager

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charlotte L Wright, Markham R Mc Knight, Charles E Reagin III, Dwayne Moore, Thomas M Sandahl, Trent J Sandahl, Tawanda Weatherspoon, Individually**

of Baton Rouge, LA; its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2012.



WESTERN SURETY COMPANY

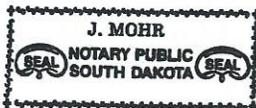
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of August, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

-RESOLUTION-

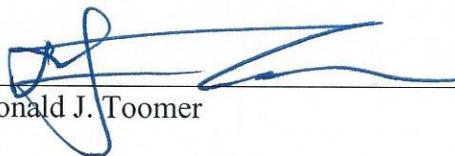
BE IT RESOLVED by the Board of Directors of Diamond Electrical Company, Inc. a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, that Nancy C. Toomer, President of the Corporation, Stephen P. Wintz, Vice President and/or Ronald J. Toomer, Secretary/Treasurer of the Corporation, be, and are hereby authorized and empowered to execute any and all bids and contracts of whatever kind on behalf of the Houma-Terrebonne Airport Commission.

-CERTIFICATE-

I, Ronald J. Toomer, Secretary of Diamond Electrical Company, Inc., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said Corporation at a meeting thereof legally held on the 14<sup>th</sup> day of August, 2014: that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified: and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 14<sup>th</sup> day of August, 2014.



 Secretary  
Ronald J. Toomer