

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: MORGAN CITY HARBOR AND  
TERMINAL DISTRICT  
800 Young's Road  
Morgan City, Louisiana 70380

BID FOR: GOVERNMENT OPERATIONS AND  
EMERGENCY CENTER  
Phase Two: Building  
Morgan City, Louisiana

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: Carl P. Blum AIA Architect and dated: October 13, 2014

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: 11/12/14, #2: 11/17/14.

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:

Eight Million Seven Hundred Twenty Five Thousand Dollars (\$ 8,725,000.00 )

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 Add the cost of all sitework from five feet outside the building for the lump sum of:

Six Hundred Fifty Three Thousand Dollars (\$ 653,000.00 )

Alternate No. 2 Add the cost of reducing the project completion date from 295 days to 265 days for the lump sum of:

One Hundred Forty Five Thousand Dollars (\$ 145,000.00 )

Alternate No. 3 Add the cost of completing the first floor space designated as 1B: and ID: Workroom for the lump sum of:

Fifty Six Thousand Dollars (\$ 56,000.00 )

NAME OF BIDDER: Acadiane' Renovations, LTD.

ADDRESS OF BIDDER: 15223 HWY 182 West  
Franklin, LA 70538

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 116992

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Hugh P. Hidalgo

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: General Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: 

DATE: 11/20/14

\* 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.

# AIA® Document A310™ – 2010

## ***Bid Bond***

**CONTRACTOR:***(Name, legal status and address)*

Acadiane Renovations, Ltd.  
15223 Louisiana 182 W  
Franklin, LA 70538

**SURETY:***(Name, legal status and principal place of business)*

North American Specialty Insurance Company  
650 Elm Street  
Manchester, NH 03101

**OWNER:***(Name, legal status and address)*

Morgan City Harbor and Terminal District  
800 Youngs Road  
Morgan City, LA 70380

**BOND AMOUNT:** \$ Five Percent (5%) of Total Amount Bid

**PROJECT:***(Name, location or address, and Project number, if any)*

Government Operations and Emergency Center - Phase Two

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

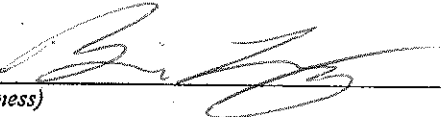
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:43:21 on 11/29/2011 under Order No.1753478737\_1 which expires on 02/25/2012, and is not for resale.

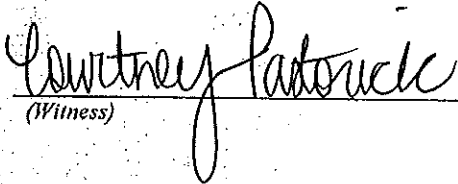
User Notes:

(1146578483)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2014

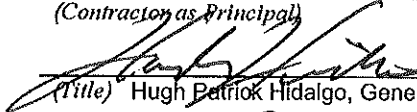
  
(Witness)

  
(Witness)

Acadiane' Renovations, Ltd.

(Contractor as Principal)

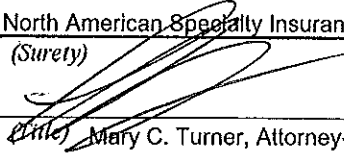
(Seal)

  
(Title) Hugh Patriok Hidalgo, General Manager

North American Specialty Insurance Company

(Surety)

(Seal)

  
(Title) Mary C. Turner, Attorney-in-Fact

Int.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:43:21 on 11/29/2011 under Order No.1753478737\_1 which expires on 02/25/2012, and is not for resale.

User Notes:

(1146578483)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MARY C. TURNER, MEGHANN C. TURNER,  
and GARRETT TURNER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

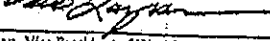
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By   
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

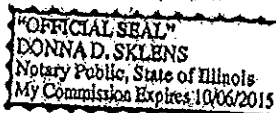
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of April, 2014.

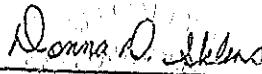
North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

SS:

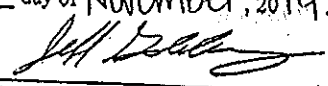
On this 28<sup>th</sup> day of April, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20<sup>th</sup> day of November, 2014.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

NAME OF PROJECT: Government Operations and Emergency Center  
14-04  
PROJECT NUMBER

Acadiane' Renovations, LTD.  
CONTRACTOR

ATTESTATION REGARDING PAST CRIMINAL CONVICTIONS

Contractor does hereby attest that:

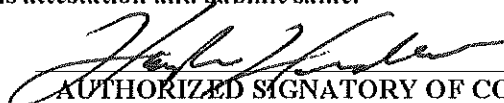
A. If Contractor is a sole proprietor, he has not been convicted of, nor has he entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection B of this Section. If Contractor is legal entity, no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Contractor entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection B.

B. Public bribery (R.S. 14:118);  
Extortion (R.S. 14:66);  
Theft (R.S. 14:67);  
Theft of a business record (R.S. 14:67.20);  
Issuing worthless checks (R.S. 14:71);  
Misapplication of payments (R.S. 14:202);  
Malfeasance in office (R.S. 14:134).

Corrupt influencing (R.S. 14:120);  
Money laundering (R.S. 14:230);  
Identity Theft (R.S. 14:67.16);  
False accounting (R.S. 14:70);  
Bank fraud (R.S. 14:71.1);  
Forgery (R.S. 14:72); or

C. Contractor hereby stipulates and agrees that grounds for termination of Contractor, for cause, shall exist if any of the information stated herein is false or materially misleading. Contractor further stipulates and agrees that the Contractor shall be liable for and pay Owner all costs and expenses incurred and associated with such termination including, but not limited to, additional administrative costs of re-bidding, increased cost of the Work, any and all delay costs, architectural and attorney fees.


I hereby certify, affirm and attest that the statements made herein are true and correct, and that I am duly authorized by the above named Contractor to execute this attestation and submit same.

  
AUTHORIZED SIGNATORY OF CONTRACTOR

Hugh P. Hidalgo General Manager  
PRINT NAME & TITLE

Sworn to and executed before me, Notary Public, in Franklin, Louisiana on this 14<sup>th</sup> day of Nov., 2014.

Notary Public

  
Print Name: SHERRY S. BISHOP  
Bar/Notary No. NOTARY PUBLIC  
My Commission Expires: NOTARY NO. 011265

NON-COLLUSION AFFIDAVIT

PROJECT NAME Government Operations and Emergency Center

PARISH OF St. Mary

LOCATION Louisiana

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared

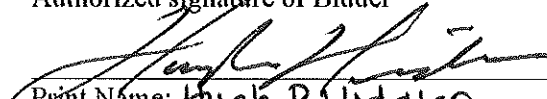
Hugh P. Hidalgo representing Acadiane' Renovations, LTD.

who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:


(1) That affiant and his firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract for the above-referenced project under which he/she will, if awarded the contract, receive or received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration, demolition or other work or services in connection with the project or in securing the were in the regular course of their duties for affiant; and

(2) That no part of the contract price to be received or received by affiant or his firm was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the building or project were in the regular course of their duties for affiant.

Authorized signature of Bidder

  
Print Name: Hugh P. Hidalgo

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of November, 2014

  
NOTARY PUBLIC  
Print Name: GREGORY S. BISHOP  
NOTARY PUBLIC  
Notary/Bar No. \_\_\_\_\_ NOTARY NO. 011265  
My Commission Expires: death

935580.1

## CORPORATE RESOLUTION

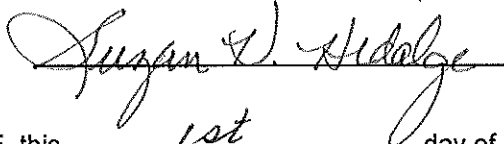
BE IT RESOLVED by the Board of Directors Acadiane' Renovations, Ltd.

In a meeting duly assembled that Hugh P. Hidalgo , General Manager

Of the Corporation, be and he/she is hereby authorized, empowered, and directed for and on the Corporation to negotiate for and sign any and all bid proposals and /or contractors which this Corporation might enter into for the furnishing of service for the Corporation under such terms, conditions and stipulations, and for such consideration as he might deem to the best interest of the Corporation.

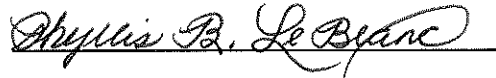
\*\*\*\*\*

I, Suzan H. Hidalgo (Name)  
Secretary of Acadiane' Renovations, Ltd. do  
hereby certify that the above and forgoing is true and correct copy  
of a Resolution unanimously adopted at a meeting of the Board of  
Directors of said Corporation held on the 1st day of  
April, 2014, at which meeting all members of the Board  
Directors were present and voted thereon and that said Resolution has  
been spread upon the minute books of the Corporation, and same is  
now in full force and effect.

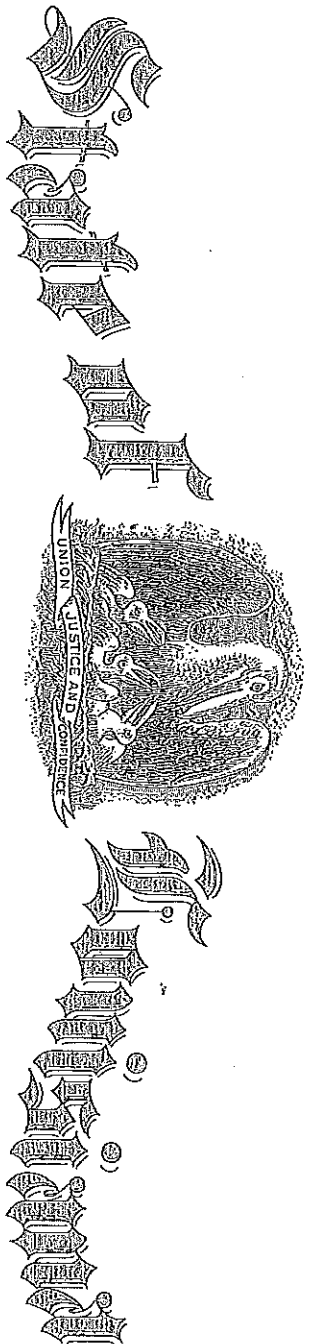


WITNESS MY SIGNATURE, this 1st day of

April, 2014, at Franklin, Louisiana



Phyllis B. LeBlanc  
Notary Public  
Notary No. 63050



## State Licensing Board for Contractors

This is to Certify that

ACADIANE RENOVATIONS, LTD.  
15223 Hwy. 182 West  
Franklin, LA 705389721

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE  
CONSTRUCTION

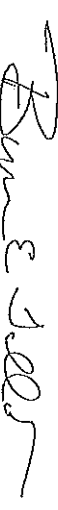


Expiration Date: April 12, 2015


License No: 16992

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 13th day of April 2012

  
Director

  
Chairman

This License Is Not Transferable

  
Secretary-Treasurer