

SECTION C
LOUISIANA UNIFORM PUBLIC WORKS BID FORM

TO: St. James Parish
P. O. Box 106
Convent, Louisiana 70723

BID FOR: East Bank Water Treatment Plant
1 MGD Filter Addition
St. James Parish
Convent, 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 GSE Associates, LLC and dated October 1, 2009.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. 1 Dated: 7/23/2010 No. 2 Dated: 7/26/2010 No. Dated:
No. Dated: No. Dated: No. Dated:

TOTAL LUMP SUM BASE BID: Consists of all work described by the plans and specifications for the construction of a three (3) cell filter unit, including a pile supported concrete structure, high service pumps, blowers, piping, electrical and miscellaneous items of work in connection therewith for the sum of:

Two Million Three Hundred Ninety Three Thousand Dollars
Zero Cents (\$ 2,393,000.00)

ADDITIVE ALTERNATE PROPOSAL NO. 1 LUMP SUM BID: This additive alternate provides for the semi-automation of the filter system using actuator valves as described by the plans and specifications for the lump sum of:

One Hundred Five Thousand Dollars
Zero Cents (\$ 105,000.00)

ALTERNATE PROPOSAL NO. 2 LUMP SUM BID: This additive alternate provides for the additional work for full automation of the filter system using actuator valves as described by the plans and specifications for the lump sum of:

One Hundred Forty Three Thousand Dollars
Zero Cents (\$ 143,000.00)

ALTERNATE PROPOSAL NO. 3 LUMP SUM BID: This additive alternate provides for a walkway from the new filter system to the existing clarifier as described by the plans and specifications for the lump sum of:

Seventeen Thousand Dollars
Zero Cents (\$ 17,000.00)

NAME OF BIDDER: Guy Hopkins Construction Co., Inc.

ADDRESS OF BIDDER: 13855 West Amber Ave.
Baton Rouge, LA 70809

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 18310

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Dennis J. Gremillion

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Vice President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: 

DATE: 7/29/2010

* 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. If a bid bond is provided it shall be on the attached form and only on the attached form.

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of
in a meeting duly assembled that

(Name) (Title)

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

* * * * *

I, _____ (Name), Secretary of _____ do hereby certify that the above and foregoing is a true and correct copy of Resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the _____ day of _____, 20____, at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE THIS _____ day of _____, 20__, at _____, Louisiana.

Secretary

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

BID BOND

BIDDER (Name and Address):

Guy Hopkins Construction Company, Inc.
13855 W. Amber Drive
Baton Rouge, LA 70809

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

Arch Insurance Company
P.O. Box 14267
Baton Rouge, LA 70898

OWNER (Name and Address):

St. James Parish
5800 LA Highway 44
Convent, LA

BID

BID DUE DATE: July 29, 2010

PROJECT (Brief Description Including Location):

East Bank Water Treatment Plant, 1 MGD Filter Addition

GSE: 80903.00 EDA: 08-79-73001

Convent, LA

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): July 29, 2010

PENAL SUM: five percent of the amount bid

(Words)

(5%)

(Figures)

IN WITNESS WHEREOF, 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

Guy Hopkins Construction Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Annalyn Hamilton
Signature and Title

Vice President

Attest:

Shirley W. Lemaire
Signature and Title

SURETY

Arch Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Randolph A. Brunson
Signature and Title Randolph A. Brunson,
(Attach Power of Attorney) Attorney-In-Fact

Attest:

Myra August
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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.

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 and 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 or 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.

Note: If Bond is submitted electronically, the hard copy of the bond must be submitted within 48 hours after the bid opening.

CERTIFICATION OF AUTHORITY

Pursuant to the requirements of L.S.A. R.S. 38:2212-0, the undersigned does certify that he/she is the partner/manager/CEO of _____, and that _____ is duly authorized to submit bids and to execute contracts with all public entities.

THUS DONE AND SIGNED this ____ day of _____, 2010 at _____.

PARTNER/MANAGER/CEO

For use by a partnership or LLC in lieu of a Corporate Resolution.

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Randolph A. Brunson and Fiona J. Boyd of Baton Rouge, LA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

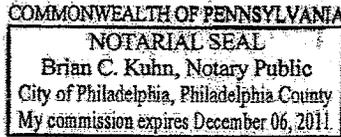


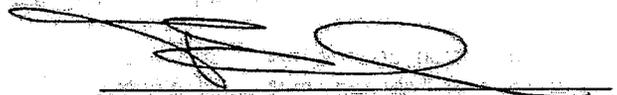

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

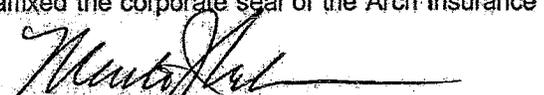



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of July, 2010.


Martin J. Nilsen, Secretary

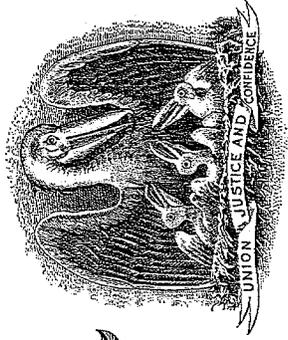
This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102



State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

GUY HOPKINS CONSTRUCTION CO., INC.
Collette Lambert
13855 W. Amber Ave.
Baton Rouge, LA 70809

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE
CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: April 10, 2011

License No: 18310

Witness our hand and seal of the Board dated,
Baton Rouge, LA 11th day of April 2010

Willis M. ...
Director

Bum E. ...
Chairman

Andy ...
Secretary-Treasurer

This License Is Not Transferrable