

DOCUMENT 00410

BID FORM

PROJECT: DESTREHAN HIGH SCHOOL  
Athletic Facility Relocation and Construction

BID TO: ST. CHARLES PARISH SCHOOL BOARD (hereinafter called the "Owner")

BID FROM: REGAL CONSTRUCTION, LLC  
1707 CHANTILLY DRIVE, SUITE D, LA PLACE, LA 70068

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bidders, including without limitation those dealing with the disposition of Bid security. This bid will remain subject to acceptance for Forty-Five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within twelve (12) days after the date received from DESIGN PROFESSIONAL.

COMPLETION TIME: The undersigned Bidder hereby proposes to furnish and provide all materials, equipment, labor and other incidental items which may be required to fully perform and complete the Work in phases for which prices are stated in the Bid, in full conformity with said Drawings, Specifications, and Contract Documents of which this Bid is a part, for the prices herein stated and further proposes and agrees, if this Bid is accepted, to prosecute said Work with an adequate force and ample equipment to assure completion of within one hundred eighty (180) calendar days from date of NOTICE TO PROCEED. The Softball field portion of work must be completed by October 1, 2009.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum No. <u>1</u> , Date <u>5/26/09</u>	Addendum No. <u>2</u> , Date <u>6/17/09</u>
Addendum No. <u>3</u> , Date <u>6/18/09</u>	Addendum No. <u>N/A</u> , Date <u>N/A</u>
Addendum No. <u>N/A</u> , Date <u>N/A</u>	Addendum No. <u>N/A</u> , Date <u>N/A</u>
Addendum No. <u>N/A</u> , Date <u>N/A</u>	Addendum No. <u>N/A</u> , Date <u>N/A</u>

- (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (b) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (c) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Design Professional do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (d) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated in the information known to BIDDER, Information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, Ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (g) This Bid is genuine and not made in the interest of or on behalf of any Undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID PRICE One Million Five Hundred Ninety-Three Thousand.....  
(use words)  
..... Dollars (\$ 1,593,000.00 )  
(use words) (use figures)

ALLOWANCE NO. 1: (I) (We) confirm that our Base Bid Price includes Allowance No. 1 in the amount of fifty thousand dollars (\$50,000.00) as a contingency allowance as described in the Bidding/Contract Documents.

BASIS OF AWARD: The basis of award of the Contract will be in accordance with Louisiana Law R.S. 38:2212. The Owner, upon receipt of bids, shall act to issue a letter of award to the lowest responsible BIDDER within 30 days from the date of the bid opening or reject all bids. This deadline may be extended by one or more extensions of 30 days each up to a maximum of one hundred twenty (120) days with the mutual written consent of Owner and the low BIDDER without increase in the bid amount as per LA-RS 38:2215.

LIQUIDATED DAMAGES: BIDDER agrees that if entire work, or any designated portion thereof as outlined in phasing plans, is not substantially completed within the Contract Time as extended by approved Change Orders, the Owner may deduct from the Contract Sum one-thousand dollars (\$1,000.00) per calendar day as liquidated damages for each day thereafter until the work is completed. Not completing the partial substantial completion of Phase One shall also be subject to the same one-thousand dollars (\$1,000.00) per calendar day liquidated damages.

If Contractor/Bidder fails to complete all punch list items within 45 days from the date that the project is certified as substantially complete, the Owner may deduct from the remaining contract balances the sum of five hundred dollars (\$500.00) per calendar day as liquidated damages for each calendar day thereafter until all punch list items are complete.

Terms used in this Bid which are defined in the General Conditions or instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on June 23, 2009

If BIDDER is:

An Individual N/A

By: \_\_\_\_\_ (SEAL)

Doing Business as \_\_\_\_\_

A Partnership

N/A

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Signature)

A Corporation

N/A

By: \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Signature)

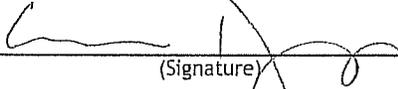
\_\_\_\_\_  
(Title)

A Limited Liability Company

By: Regal Construction, LLC (SEAL)  
(Company Name)

LOUISIANA  
(State Articles of Organization Filed)

By: Marc Bourgeois (SEAL)  
(Name of Person Authorized to Sign)

  
(Signature)

Manager  
(Title)

A joint Venture N/A

By: \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

**Phone Number and Address for receipt of official communications:**

Regal Construction, LLC

1707 Chantilly Drive, Suite D, LaPlace, LA 70068

(985) 359-1970 p (985) 359-1971 f

Employers Registration No. (under the Social Security Act of the USA): 20-8756506

Contractor's State License Registration No.: 47707

*(NOTE: Failure to fill in all information on all pages of this Bid Form and required attachments may cause Bid to be rejected as informal.)*

END OF DOCUMENT

DOCUMENT 00456

NONCOLLUSION AFFIDAVIT

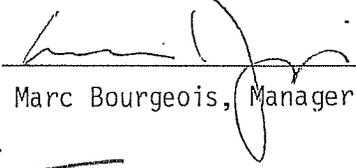
STATE OF LOUISIANA  
St. John \_\_\_\_\_ PARISH

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_  
\_\_\_\_\_ Marc Bourgeois \_\_\_\_\_, who after being by me duly sworn,  
deposed and said that he is the fully authorized \_\_\_\_\_ Manager \_\_\_\_\_  
of: \_\_\_\_\_ Regal Construction, LLC \_\_\_\_\_

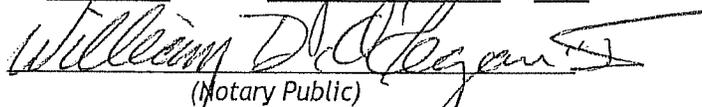
(hereinafter referred to as Bidder) the party who submitted a bid to perform all work for construction of the DESTREHAN HIGH SCHOOL , Athletic Facility Relocation and Construction, Destrehan, Louisiana, 70047 which Bid was received by ST. CHARLES PARISH SCHOOL BOARD on \_\_\_\_\_ June 23 \_\_\_\_\_, 20 09 \_\_\_\_\_ and said affiant further said:

- (1) That Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder; and
- (2) That no part of the contract price received by Bidder 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 Bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for Bidder.
- (3) Said bid is genuine and Bidder has not colluded, conspired or agreed directly or indirectly with any other Bidder to offer sham or collusive bid.
- (4) Said Bidder has not in any manner directly or indirectly agreed with any other person to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other Bidder, or to induce any other person to refrain from bidding.
- (5) Said Bidder is not intended to secure and unfair advantage or benefit from the St. Charles Parish School Board or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any other person, firm or corporation.

SWORN TO AND SUBSCRIBED BEFORE ME

  
\_\_\_\_\_  
Marc Bourgeois, Manager

THIS 22<sup>nd</sup> DAY OF June 20 09

  
\_\_\_\_\_  
(Notary Public)

WILLIAM. O'REGAN III, NOTARY PUBLIC  
BAR ROLL #10231

(This form shall be included in Bid Envelope)

END OF DOCUMENT

**CORPORATE RESOLUTION**

**REGAL CONSTRUCTION LLC**

RESOLVED, that MARC BOURGEOIS, is hereby authorized, empowered, and directed, to act as agent for the corporation, to bid on DESTREHAN HIGH SCHOOL, Athletic Facility Relocation and Construction, Destrehan, LA 70047, on behalf of the corporation.

BE IT FURTHER RESOLVED, that MARC BOURGEOIS, is hereby authorized and directed to execute, acknowledge and deliver any and all documents or instruments and to take all such further action, in the name and on behalf of REGAL CONSTRUCTION, LLC, in his sole discretion, be necessary, proper, appropriate or advisable in order to fully carry out the intent and effectuate the purposes of the foregoing resolution.

\*\*\*\*\*

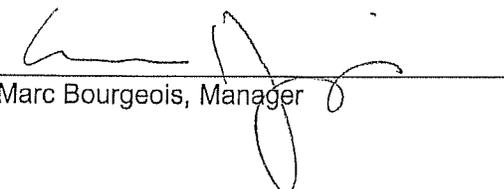
I, MICHAEL H. ST. MARTIN, Member of REGAL CONSTRUCTION, LLC, do hereby certify that the foregoing is a true and correct copy of the resolution adopted this date and that said resolution has not since been rescinded or modified.

LaPlace, Louisiana, this 23<sup>rd</sup> day of June, 2009.

  
\_\_\_\_\_  
Michael H. St. Martin, Member

I, MARC BOURGEOIS, Manager of REGAL CONSTRUCTION, LLC do hereby certify that the foregoing is a true and correct copy of the resolution adopted this date and that said resolution has not since been rescinded or modified.

LaPlace, Louisiana, this 23<sup>rd</sup> day of June, 2009.

  
\_\_\_\_\_  
Marc Bourgeois, Manager

DOCUMENT 00432

BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Regal Construction, LLC \_\_\_\_\_ as Principal; and  
International Fidelity Insurance Company  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

ST. CHARLES PARISH SCHOOL BOARD  
hereinafter called the "Owner," in the sum of \_\_\_\_\_  
Five Percent of Amount Bid --- Dollars (\$ 5% )  
(use words) (use figures)

for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached thereto and hereby made a part hereof, to enter into a contract in writing, to furnish all labor, material, and perform all work in full conformity with conditions of Contract Documents for the construction of the

DESTREHAN HIGH SCHOOL  
Athletic Facility Relocation and Construction  
Destrehan, Louisiana 70047

NOW THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said Bid), and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect;

It being expressly understood and agreed that the Liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

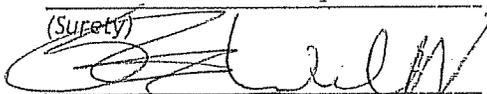
The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this Twenty-third day of June, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

(Seal) \_\_\_\_\_  
Regal Construction, LLC  
(Principal)  
  
Marc Bourgeois, Manager  
(Business Address)  
1707 Chantilly Drive, Ste. D  
LaPlace, Louisiana 70068

Attest:

(Seal) \_\_\_\_\_  
International Fidelity Insurance Company  
(Surety)  
  
(Business Address) Steven L. Wulff  
Louisiana Resident Agent and Attorney  
in Fact, 1340 Poydras St., Suite 1900  
New Orleans, LA 70112

(The above must be filled in by corporate surety.)

(This form or AIA Document A310, Bid Bond or certified check or cashier's check shall be included in Bid Envelope)

END OF DOCUMENT

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

STEVEN L. WULFF

New Orleans, LA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE 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.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of June, 2009

Assistant Secretary