

#### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **Louisiana Water Company, 8755 Goodwood Boulevard, Baton Rouge, Louisiana 70806; Post Office Box 66396, Baton Rouge, LA 70896-6396**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>2-21-25</u>
<u>#2</u>	<u>2-27-25</u>
<u>#3</u>	<u>3-3-25</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and

documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 318,800.00
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#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project;

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Louisiana Water Company - Mansura  
Avoyelles Parish, LA  
June, 2022

Elevated Tank Repairs and Repainting  
Mansura Elevated Tank  
Contract No. 22-1551-12  
Work Order No. L35-222384

ARTICLE 9 - BID SUBMITTAL

BIDDER:

Stephens TPs Inc

By:

[Signature]:



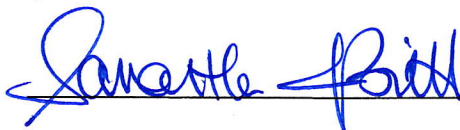
[Printed Name]:

Joel Stephens

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]:



[Printed Name]:

Samantha J. Britt

Title:

clerical

Submittal Date:

3-10-25

Address for giving notices:

2057 Phillips Rd  
Lorman MS  
39096

Telephone Number:

601-786-0698

Fax Number:

Contact Name and e-mail address:

Joel Stephens

stephenstps@yahoo.com

Contractor's License No.:

62752

(where applicable)

**SECTION 00 43 00 – PROCUREMENT FORM SUPPLEMENTS**

**PART 1 - GENERAL**

- 1.1 This section includes documents that are made a condition of the bid as outlined in the Instruction to Bidders.
- 1.2 The following documents are included at the end of this section as attachments:
  - A. Bid Bond – EJCDC – 430 Bid Bond (Penal Sum Form)
  - B. Attestation Clause
  - C. Employee Status Verification

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 43 00**

Elevated Tank Repairs and Repainting, Mansura Elevated Tank, Contract No. 22-1551-12  
Work Order No. L35-222384

NAME OF PROJECT

155103

PROJECT NUMBER

3-11-25

DATE OF BID

**ATTESTATION CLAUSE REQUIRED BY  
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record  
(R.S. 14:67.20)

(h) Contractors; misapplication of  
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks (R. S. 14:71)

Stephens TPS Inc

NAME OF BIDDER

Joel Stephens

NAME OF AUTHORIZED SIGNATORY OF BIDDER

3-11-25

DATE

President

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER



Employee Status Verification  
AFFIDAVIT

STATE OF MS

PARISH/COUNTY OF Lincoln

In accordance with Louisiana Revised Statutes 38:2212.10 (2011), BEFORE ME, the undersigned authority, personally came and appeared, Joel Stephens, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized President of STPS Inc (Private Employer), the party who submitted a Proposal/Contract/Bid/Quotation No. \_\_\_\_\_, to LA Water (Public Entity). (Choose one of the following):

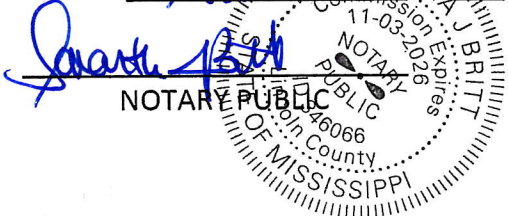
X Affiant further said in accordance with LA. R.S. 38:2212.10 (2011):

- (1) Private Employer is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Private Employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Private Employer shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Private Employer nor subcontractors of Private Employer have any employees in the State of Louisiana.

[Signature]  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS March  
DAY OF 2025



Louisiana Water Company - Mansura  
Avoyelles Parish, LA  
June, 2022

Elevated Tank Repairs and Repainting  
Mansura Elevated Tank  
Contract No. 22-1551-12  
Work Order No. L35-222384

**BID BOND**

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

**BIDDER** (Name and Address):

Stephens TPS, Inc.  
2057 Phillips Road  
Lorman, MS 39096

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

United States Fire Insurance Company  
1409 Orange Street  
Wilmington, DE 19801

**OWNER** (Name and Address):

Louisiana Water Company  
Post Office Box 66396  
Baton Rouge, LA 70896

**BID**

Bid Due Date: March 11, 2025

Description: **Mansura Elevated Tank Repair and Repainting,**  
Contract No. 22-1551-12, Work Order No.: L35-222384, Mansura, LA

**BOND**

Bond Number:

Date:

Penal sum

Five percent (5%) of bid amount

\$5% of bid amount

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Stephens TPS, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Joel Stephens

Print Name

owner

Title

Attest:

Signature

Mallory Jordan

Title

Clerical

**SURETY**

United States Fire Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Joshua R. Smith

Print Name

Attorney-in-Fact

Title

Attest:

Signature Amy Beard

Title

Bond Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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 the 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 the 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.

Louisiana Water Company - Mansura  
Avoyelles Parish, LA  
June, 2022

Elevated Tank Repairs and Repainting  
Mansura Elevated Tank  
Contract No. 22-1551-12  
Work Order No. L35-222384

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.

END OF SECTION 00 43 13



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07087

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Joshua R. Smith, Michael E. Smith, James Terry Pendley

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 6th day of August, 2024.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 6th day of August, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **11th** day of **March** **20 25**

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President



## Corporate Resolution of Signing Authority

### STEPHENS TPS INC.

Whereas the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

Resolved, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on the behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, power of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

Name: Joel Stephens

Position/Title: President/Owner

Phone: 601-786-0698

Email: stephenstps@yahoo.com

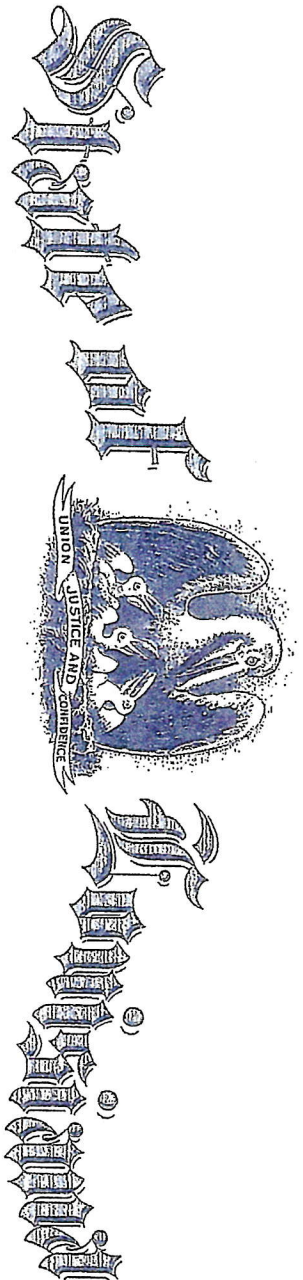
Signature:  \_\_\_\_\_

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records, and seals of STEPHENS TPS INC. a corporation duly conformed pursuant to the laws of the state of MS and that the said meeting was held in accordance with the state laws and with the bylaws of the above-mentioned corporation.

This resolution has been approved by the Board of Directors of the Stephens TPS Inc. on this date 2-24-25

I, as authorized by the company, hereby certify and attest that all information above is true and correct.

 \_\_\_\_\_  
Secretary Signature



## State Licensing Board for Contractors

This is to Verify that

STEPHENS TPS, INC.  
2057 Phillips Road  
Lorman, MS 39096

is duly licensed and entitled to practice the following classifications

SPECIALTY: PAINTING, COATING AND BLASTING (INDUSTRIAL AND COMMERCIAL)



Expiration Date: April 22, 2025

License No: 62752

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 23rd day of April 2022

*W. S. MacP*  
Director

*Lee M. Holt*  
Chairman

This License Is Not Transferrable

*Andy Starnes*  
Treasurer