

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: ST. MARTIN PARISH GOVERNMENT  
301 West Port Street  
St. Martinville, Louisiana 70582

BID FOR: BAYOU AMY BOAT LAUNCH,  
TRAIL AND EDUCATIONAL PAVILION  
ADDENDUM 1

The undersigned bidder hereby declares and represents that he/she; 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: Comeaux Engineering & Consulting, APC and dated: June 2012

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

Six hundred seventy-seven thousand three hundred Dollars ( 677,300.00 )

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 for the sum of:

N/A

Dollars ( N/A )

The undersigned bidder proposes to complete the work in 120 calendar days, exclusive of delays beyond the Contractor's control from the date stipulated in the written Notice to Proceed.

NAME OF FIRM OR JOINT VENTURE: Gray Construction Corp

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 40312

SIGNATURE OF BIDDER\*: 

TITLE OF BIDDER: President

ADDRESS OF BIDDER: 447 Hwy 182E, Morgan City, LA 70380

PHONE NUMBER: 985-399-2401

FAX NUMBER: 985-399-2405

DATE: April 17, 2013

\*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 R.S. 38:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashire's check as prescribed by LA R.S. 38:2218.A is attached and made part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**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.

REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
1	1	LS	240,000.00	240,000.00
DESCRIPTION		Site Earthwork including clearing, grubbing, imported fill and grading.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
2	1	LS	42,000.00	42,000.00
DESCRIPTION		Furnish and install 20' X 40' Educational Pavillion including concrete slab.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
3	1	LS	40,500.00	40,500.00
DESCRIPTION		Furnish and install Precast Concrete Toilet Building.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
4	1	LS	149,200.00	149,200.00
DESCRIPTION		Construct concrete boat ramp, including flexible revetment.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
5	1	LS	9,700.00	9,700.00
DESCRIPTION		Construct concrete handicap parking area, sidewalks (including all signage, striping and wheel stops) and conc Hwy apron.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
6	1	LS	99,300.00	99,300.00
DESCRIPTION		Limestone 610 gradation (in place compacted, quantity to be verified by survey).		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
7	1	LS	81,000.00	81,000.00
DESCRIPTION		Furnish and install floating dock and gangway includes all harware, conc. Gangway pad, spuds and all other appurtenances.		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
8	1	LS	7,000.00	7,000.00
DESCRIPTION		Furnish & install W Beam Guardrail with wood posts per DOTD GR200 (200L.F.)		
REF	QUANTITY	UNIT OF	UNIT	UNIT PRICE EXTENSION
9	1	LS	8,600.00	8,600.00
DESCRIPTION		Site erosion protection including silt fencing, seeding, fertilizing & limestone construction entrance.		

**NOTE:**

Mobilization/Demobilization, construction signage and barricades shall be considered incidental to the project and shall be compensated for at no direct pay.

**BID BOND**

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

**BIDDER (Name and Address):**

Gray Construction Corporation  
447 Hwy 182E  
Morgan City, LA 70380

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

North American Specialty Insurance Company  
475 N. Martingale Road, Ste. 850  
Schaumburg, IL 60173

**OWNER (Name and Address):**

St. Martin Parish Government  
301 West Port Street  
St. Martinville, LA 70582

**BID**

Bid Due Date: April 17, 2013  
Project (Brief Description Including Location):  
Bayou Amy Boat Launch Trail and Educational Pavilion

**BOND**

Bond Number: bid bond  
Date (Not later than Bid due date): April 17, 2013  
Penal sum Five percent of attached and alternates----- (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**

Gray Construction Corporation  
Bidder's Name and Corporate Seal

By: Daniel C. Gray  
Signature and Title President

Attest: Frances M. Drinkwater  
Signature and Title Frances M. Drinkwater  
Asst. Secretary

North American Specialty Insurance Co.  
Surety's Name and Corporate Seal

By: Samoa P. Meche  
Signature and Title, Samoa P. Meche, 215582  
(Attach Power of Attorney)

Attest: Linda McCall  
Signature and Title, Linda McCall, Surety Tech

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.

**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:

R.E. POOL, DAVID P. DANIEL and SAMOA P. MECHE

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 20<sup>th</sup> day of June, 2012.


**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook

ss:


On this 20<sup>th</sup> day of June, 2012, 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 17<sup>th</sup> day of April, 2013.

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

## AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. MARY

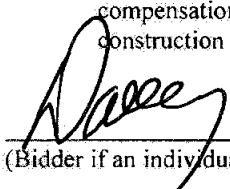
The undersigned Daniel C. Gray  
being first duly sworn, deposes and affirms that:

1. He is the President  
(Office, Position, Owner)  
of Gray Construction Corp.  
(Bidding Firm Name)

the party making the attached proposal or bid;

2. The attached bid is genuine and all statements contained therein are true;
3. The bidder has not by collusion or agreement or conference or in any other way conspired to fix the bid price or to secure any unfair advantage;
4. The bidder has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure this public contract, other than persons regularly employed by the bidder in the regular course of their duties;
5. The bidder has not paid and will not pay any part of the bid price to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public project are in regular course of their duties for the bidder.

Signed by

  
(Bidder if an individual, Partner if a partnership, Officer if a corporation)

Title

President

Subscribed and Sworn to this

16th day of April, 2013  
Notary Public

Rebecca L. Adams, Notary Public

Notary Number: 62881

State of Louisiana, Parish of St. Mary

My Commission is for Life