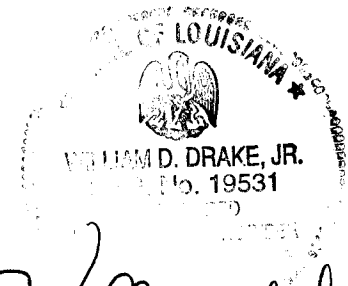


**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

CONSTRUCTION PROPOSAL



William D. Drake, Jr.
2/19/2008

**STATE PROJECT NO. 737-97-0039
MAINTENANCE MOWING (MO)
ROUTES US 90, US 65, US 190, LA 14 AND LA 26
ALLEN, CALCASIEU AND JEFFERSON DAVIS PARISHES**

FOR INFORMATION ONLY

STATE PROJECT NO. 737-97-0039
TABLE OF CONTENTS

	Page No.
Title Sheet	1
Table of Contents	2
Notice to Contractors	3 thru 4
General Bidding Requirements	5
Requirements and Specifications	6
Maintenance Specification	
For Mowing Highway Right of Way	7 thru 14
General Requirements	15 thru 30
Map	31
Traffic Control Detail	32
Construction Proposal Returnables:	
Title Sheet	R-1
Bid Bond	R-2
Schedule of Items	R-3 thru R-6
Proposal Signature and Execution Form	R-7 thru R-8

FOR INFORMATION ONLY

NOTICE TO CONTRACTORS (08/07)

Either sealed paper bids or electronic bids for the following project will be received by the Department of Transportation and Development (DOTD). Paper bids can be delivered to the DOTD Headquarters Administration Building, 1201 Capitol Access Road, Room 405-L, Baton Rouge, Louisiana 70802 until 8:00 a.m on **Wednesday, March 26, 2008**. After 8:00 a.m., paper bids will be received in the Headquarters Auditorium until 10:00 a.m. Electronic bids must be submitted through www.bidx.com prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be publicly opened and presented in the Headquarters Auditorium. No bids will be received after 10:00 a.m. Any person requiring special accommodations shall notify DOTD at (225) 379-1111 not less than 3 business days before bid opening.

STATE PROJECT NO. 737-97-0039

DESCRIPTION: MAINTENANCE MOWING AND LITTER COLLECITON DISTRICT 07 (MO).

PARISHES: ALLEN, CALCASIEU AND JEFFERSON DAVIS

TYPE: MAINTENANCE MOWING, LITTER COLLECTION AND RELATED WORK.

LIMITS: **State Project No. 737-97-0039:**

CONTROL SECTION NO. 003-05, MAINTENANCE MOWING (MO),

ROUTE US 90, CALCASIEU PARISH,

PROJECT LIMITS: The project begins at the intersection of I-10 then proceeds east to the Jefferson Davis Parish line. (Approximately 35.30 acres)

CONTROL SECTION NO. 003-06, MAINTENANCE MOWING (MO),

ROUTE US 90, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Calcasieu Parish Line then proceeds east to the Jct of LA 99 North. (Approximately 36.80 acres)

CONTROL SECTION NO. 003-07, MAINTENANCE MOWING (MO),

ROUTE US 90, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Jct of LA 99 North then proceeds to the Jct of LA 26. (Approximately 48.10 acres)

CONTROL SECTION NO. 003-08, MAINTENANCE MOWING (MO),

ROUTE US 90, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Jct. of LA 26 and then proceeds to the Acadia Parish Line. (Approximately 9.60 acres)

CONTROL SECTION NO. 012-07, MAINTENANCE MOWING (MO),

ROUTE US 190, ALLEN PARISH,

PROJECT LIMITS: The project begins at the Jct. of US 165 and then proceeds to the Jct. .of LA 99. (Approximately 60.00 acres)

CONTROL SECTION NO. 012-08, MAINTENANCE MOWING (MO),

ROUTE US 190, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Jct. of LA 99 and then proceeds to the Acadia Parish Line. (Approximately 41.90 acres)

CONTROL SECTION NO. 014-01, MAINTENANCE MOWING (MO),

ROUTE US 165, CALCASIEU PARISH,

PROJECT LIMITS: The project begins at the Jct. of LA 99 and then proceeds to the Jefferson Davis Parish Line. (Approximately 1.30 acres)

FOR INFORMATION ONLY

NOTICE TO CONTRACTORS (CONTINUED)

CONTROL SECTION NO. 014-02, MAINTENANCE MOWING (MO),

ROUTE: US 165, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Calcasieu Parish Line and then proceeds to the Allen Parish Line. (Approximately 71.00 acres)

CONTROL SECTION NO. 014-03, MAINTENANCE MOWING (MO),

ROUTE: US 165, ALLEN PARISH,

PROJECT LIMITS: The project begins at the Jefferson Davis Parish Line and then proceeds to the North Kinder City Limits. (Approximately 33.00 acres)

CONTROL SECTION NO. 054-04, MAINTENANCE MOWING (MO),

ROUTE: LA 26, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Jct. of US 90 and then proceeds to the Jct. of US 190. (Approximately 134.60 acres)

CONTROL SECTION NO. 054-05, MAINTENANCE MOWING (MO),

ROUTES: LA 14/LA 26, JEFFERSON DAVIS PARISH,

PROJECT LIMITS: The project begins at the Mermantau River and then proceeds to the Jct. of US 90. (Approximately 38.60 acres)

ESTIMATED COST RANGE: \$100,000 to \$250,000

PROJECT ENGINEER: CALDWELL, H.E.; 5827 US 90 EAST, LAKE CHARLES, LA 70601, (337) 437-9100.

PROJECT MANAGER: DRAKE, WILLIAM; (225) 379-1507.

COST OF PROPOSAL FORMS: \$25.00

COST OF PLANS: Included in proposal (no additional charge).

PRE BID MEETING AND TOUR: There will be a pre-bid meeting and tour held on **March 11, 2008**, beginning at **9:00 A. M.** at the District Headquarters, 5827 HWY US 90 East, Lake Charles, Louisiana, to discuss the mowing requirements and tour the areas involved. The meeting and tour will last two to three hours. While attendance is not mandatory, it is strongly suggested that all prospective bidders attend this session. Please contact the District Maintenance Engineer in advance to reserve space at this meeting as space is limited.

Bids must be prepared and submitted in accordance with Section 102 of the 2006 Louisiana Standard Specifications for Roads and Bridges as amended by the project specifications, and must include all information required by the proposal.

Plans and/or proposals may be obtained in Room 101-A of the DOTD Headquarters Administration Building, 1201 Capitol Access Road in Baton Rouge, or by contacting the DOTD; Email: sharonknight@dotd.la.gov, Phone (225) 379-1111, FAX: (225) 379-1714, or by written requests sent to the Louisiana Department of Transportation and Development, Project Control Section, P. O. Box 94245, Baton Rouge, LA 70804-9245. Proposals will not be issued later than 24 hours prior to the time set for opening bids. The purchase price for plans and proposals is non-refundable. Plans and specifications may be seen at the Project Engineer's office or in Room 101-A of the DOTD's Headquarters Administration Building in Baton Rouge. Upon request, the Project Engineer will show the work.

The U. S. Department of Transportation (DOT) operates a toll free "Hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call 1-800-424-9071. All information will be treated confidentially and caller anonymity will be respected.

FOR INFORMATION ONLY

STATE PROJECT NO. 737-97-0039

SPECIAL PROVISIONS

GENERAL BIDDING REQUIREMENTS

It is imperative that proposals to the Louisiana Department of Transportation and Development be submitted in proper paper or electronic format and in accordance the requirements herein. Failure to do so shall be cause to reject your proposal.

The bidder declares that the only parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind with any other person, firm, association, or corporation, or any member or officer thereof; that careful examination has been made of the site of the proposed work, the Requirements and Specification data, Specifications for Mowing Highway Right-of-Way and General Requirements and the form of contract and payment, performance, and retainage bond; that the bidder agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and personnel and will do all work and furnish all material specified in the contract, in the manner and time therein prescribed and in accordance with the requirements therein set forth; and agrees to accept as full compensation therefore, the amount of the summation of the products of the quantities of work incorporated in the completed project, as determined by the Engineer, multiplied by the respective unit prices herein bid.

It is understood by the bidder that the quantities given in this proposal are a fair approximation of the amount of work to be done and that the sum of the products of the approximate quantities multiplied by the respective unit prices bid shall constitute gross sum bid, which sum shall be used in comparison of bids and awarding of the contract.

The bidder further agrees to perform all extra and force account work that may be required on the basis provided in the specifications.

The bidder further agrees that within 15 calendar days after the contract has been mailed to him, he will execute the contract and furnish the Department satisfactory Payment, Performance and Retainage Bonds as required in General Requirements, Article III, Section 3.4.

If this proposal is accepted and the bidder fails to execute the contract and furnish bonds as above provided, the proposal guaranty shall be forfeited to the Department; otherwise, said proposal guaranty will be returned to the bidder.

Unless the contractor properly submits the bid forms electronically, the Proposal Returnables bound with or attached to the proposal should be detached and completed by the bidder. The Proposal Returnables, consisting of the Schedule of Items, the Proposal Guaranty, the Proposal Signature and Execution Form, and any additional returnables if required in the construction proposal, shall be returned by the bidder.

Bids shall be received no later than the time and at the place specified in the Notice to Contractors. Paper bids received after the time set for opening bids will be returned to bidders unopened. Electronic bids shall be submitted via the Internet in accordance with General Requirement Article II Section 2.4. Electronic bids transmitted by the bidder, after the time set for bid opening will not be accepted.

Electronic bid bonds of unsuccessful bidders will not be returned but will be deemed by the Department to have no force or effect after sixty days.

Failure to comply with all bidding requirements may result in rejection of the proposal.

FOR INFORMATION ONLY

STATE PROJECT NO. 737-97-0039

SPECIAL PROVISIONS

REQUIREMENTS AND SPECIFICATIONS

GENERAL: This contract shall commence upon the issuance of a Notice of Contract Execution by the Contracts Management Engineer Administrator and shall continue through December 31, 2008 unless renewed, or until contract funds are expended, whichever occurs first. On an annual basis, upon mutual agreement of the Contractor and the Department, this contract may be renewed for up to **FOUR (4)** additional one (1) year periods, or until contract funds are expended, whichever occurs first. The Contractor and/or the Department, may, at the sole discretion of each, agree to or decline to, exercise any or all of the **FOUR (4)** options to renew this contract for additional periods, or until contract funds are expended, whichever occurs first. If renewed, the renewal contract shall commence on January 1st of the year for which the contract is renewed and the renewal contract shall terminate on December 31st of that same year. Upon exercise of an option to renew this contract, within fifteen (15) calendar days after transmission of a renewal contract to Contractor, Contractor shall return to the Department, the executed renewal contract, together with payment, performance and retainage bonds which are satisfactory to the Department and proof of all required policies of insurance with minimum insurance coverages and all other required contract documents, as are satisfactory to the Department.

NOTICE TO PROCEED: The Contractor shall begin each cycle of mowing and/or trash collection, and brush cutting and tree removal under this contract within seven (7) calendar days of written notification from the District Maintenance Engineer. Failure of the Contractor to begin work after notification within the specified time or failure to prosecute the work with sufficient personnel and equipment to complete the work within the allotted time shall be a breach of contract.

TIME LIMITS

All work to accomplish one combined cycle of mowing, litter and trash collection and herbicide application under this contract will be completed within 20 calendar days.

All work to accomplish one cycle of litter and trash collection not performed concurrently with the mowing operation will be completed within 15 calendar days.

FOR INFORMATION ONLY

**MAINTENANCE SPECIFICATION
FOR
MOWING HIGHWAY RIGHT-OF-WAY**

SECTION 1. DESCRIPTION: This item shall govern for mowing the highway right-of-way, in accordance with these Specifications.

SECTION 2. EQUIPMENT: Rotary mowers will normally be utilized in the mowing of the right-of-way however, sickle mowers, side mounts, flail or boom mowers may be used to mow around bridges, culverts, sign posts, mailboxes, delineators, flex beam guardrails, wet areas, ditches etc., as approved by the Engineer. Other types of grass-cutting equipment may be used provided it has been approved by the Engineer prior to use. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of 3/8" in size and links spaced side by side around the mower's front and sides and long enough to drag the ground at all times. On the rear of the mower, the length of the chains shall be as directed by the Engineer. Maximum cutting widths for rigid frame rotary mowers shall be 108". Hinged or batwing mower cutting widths shall be as approved by the Engineer. Boom mounted or side cut rotary mowers may be required to cut roadside ditches, laterals and any other area not readily accessible to standard mowing equipment. Hand trimming is required in some areas. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

All equipment shall be inspected by the Engineer for safety devices and suitability for the work prior to being placed in operation. All safety devices shall be properly maintained and functioning at all times.

SECTION 3. METHODS OF OPERATION:

A. Prior to beginning operations, a conference between representatives of the Department the Contractor, and Local Law Enforcement will be arranged by the Engineer in accordance with Article VIII Section 8.2 of the General Requirements.

B. The contractor shall submit to the Engineer a list of supervisors who have authority and control over work crews and who will be present with each crew while work is performed. These supervisors shall be so identified to the Engineer and shall have authority to order equipment operators to correct deficient work or stop mowing operations should unsafe conditions be encountered or if ordered by the Engineer to do so. All of Contractor's supervisors shall be equipped with cellular telephones and Contractor shall provide the Engineer with all the supervisors' cell phone numbers.

C. Mowers shall be adjusted for a cutting height as set forth in Maintenance Specification Section 10 Item-S 466 below. Mowing will not be permitted when, in the opinion of the Engineer, soil and weather conditions are such that right-of-way property will be damaged. However, the contractor will be required to provide specialized equipment such as boom or slope mowers to mow areas not accessible to standard mowing equipment. Contractors must use caution to assure that mud is not tracked onto the road surface. Recurring problems with mud tracking shall result in a five percent reduction in payment for the appropriate mowing cycle.

D. The Contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, delineators or other road appurtenances that are part of the facility. Hand trimming to remove vegetation around such objects is required of the Contractor.

E. Mowing operations shall be conducted so as to avoid clearing or removing stands of wild flowers before the seeds have matured as directed by the Engineer.

FOR INFORMATION ONLY

SECTION 4. SCOPE OF WORK:

Mowing shall be performed in accordance with requirements specified in the General Requirements and elsewhere in these specifications.

Mowing shall consist of the following:

Divided and Undivided Highway and Frontage Roads: All mowable areas within the right-of-way shall be mowed. Any overhanging branches, vegetation or trees, regardless of size, which may hinder or prohibit mowing to the tree line or right-of-way line shall be removed or cut back to the tree line or right-of-way line by the contractor at no direct pay. Trimmings must be removed from the right-of-way or chipped with the chips being dispersed in such a manner as to not interfere with drainage.

Mowable areas are defined as all of the grassed or vegetative areas of the right-of-way, extending from right-of-way line to right-of-way line or tree line to tree line or fence line to fence line as applicable including but not limited to banks of natural waterways, swale ditches, V-ditches, ditch bottoms and slopes. Areas under bridges and around guard rails, sign posts, delineators, culvert ends, trees, shrubs, plants, culvert head walls, bridge abutments, bridge or overpass columns and piling, paved/raised gore areas and along curbs and fences where the contractor is required to mow on both sides due to the presence of service roads, swale ditches, V-ditches and slopes or other facilities, etc. are mowable areas. These areas may not be accessible to standard mowing equipment and may require hand trimming or specialized mowing equipment such as boom or side mount mowers.

Mowable vegetation is defined as any trees, vegetation, brush, etc., which is two inches in diameter or less measured five inches above the ground.

Right-of-Way Line: A strip approximately seven (7) feet wide along the fence line or right-of-way line is included as mowable area, if applicable and terrain permits. Any overhanging vegetation or fallen trees, regardless of size, which may hinder or prohibit mowing of this strip shall be removed by the contractor at no direct pay.

Natural Waterways or Canals Crossing the Right of Way: All vegetation (weeds, grasses, vines, and trees) on waterway banks (slopes), canal bottoms, in the median, beneath the interstate bridges, or in the right of way to the tree line or right of way fence line shall be cut to within 5 inches of the ground by any means the contractor chooses except that all non-mowable vegetation will be removed to ground level. This work shall be performed not less than two times (April and October or as directed by the Engineer) during the annual contract. Mowing of this area may require specialized equipment such as weed trimmers, boom or slope mowers. There will be no direct pay for this work as the area involved is included in the mowable acreage listed elsewhere. Failure to perform mowing of the natural waterways or canals as required will result in assessment of stipulated damages, placement of the contractor in default or withholding up to 50 percent of any amounts due the contractor until completion of the work in a manner satisfactory to the Engineer.

Catch basins: The contractor shall perform the mowing operation in such manner to prevent the buildup of debris such as grass clippings on catch basins. Should the mowing operation deposit grass clippings on catch basins the contractor will be required to remove such from the entrance to the catch basin by hand or other methods. A suggested method of performing the removal of debris or clippings is to stop momentarily atop the catch basin with the mower deck and allow the mower to vacuum such debris from the entrance.

Gates: Gates, when determined by the Engineer to be needed for access to mowable areas, will be installed by DOTD.

SECTION 5. SIGNING AND TRAFFIC CONTROL:

An approved Traffic Control Plan is included in the Proposal for informational purposes only. This plan in no way replaces or relieves the Contractor from total compliance with the Louisiana Manual on Uniform Traffic Control Devices. Signs, sign stands and safety flags, as shown on the plans and as may be required to protect the traveling public shall be furnished by the Contractor. All work must be performed within the work zone protected by the required signs. The Contractor will be responsible for the maintenance, repairs and/or replacement of all signs, sign stands and safety flags which become defective or as may be required by the Engineer. Signs shall be kept clean and legible at all times. Any other safety materials or devices necessary to perform the work in the Contract in a safe and orderly manner shall be furnished by the Contractor. Failure of the Contractor to replace defective safety devices and signs or conduct his operation in a safe and orderly manner may result in all work being stopped by the Engineer until remedial action is taken by the Contractor.

SECTION 6. SAFETY REQUIREMENTS:

The importance of safety in the performance of maintenance mowing activities cannot be overemphasized. To that end the Contractor, will be expected and must conduct his operation in a manner such that the safety and convenience of the public shall be regarded as a prime importance. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices and these specifications. The Department reserves the right to stop the Contractor from working or order any piece of equipment be taken off the project should it be determined that minimum safety standards are not being met. The following specific safety considerations shall be observed at all times:

- A.** All equipment shall be inspected by the Engineer prior to being placed in service and during the period of service at his discretion to insure safety equipment is in place and functioning. Should the contractor's equipment become deficient in safety devices during prosecution of the work such equipment shall be removed from service until the deficiency is corrected to the satisfaction of the Engineer.
- B.** Mowers shall have complete and adequate shielding to prevent flying debris from the cutter blades per OSHA requirements 29 CFR Part 1928.57.
- C.** Workmen employed shall wear orange or lime green clothing of high visibility such as a vest, shirt, or jacket and cap or hard hat when performing litter pickup and trimming operations or at any other time they are located within the right-of-way.
- D.** The contractor shall install amber flashing lights on all vehicles and equipment used in performance of the work. These lights shall be used only during performance of the work and shall not be used when traveling to and from the work site.
- E.** Tractors shall be equipped with two (2) fender mounted amber flashing lights, two (2) red flags mounted on each side of the ROPS (Rollover Protection Structure) cage, one (1) plainly visible, rear mounted slow moving vehicle emblem, and working headlights.
- F.** Equipment shall not be left within 30' of the travel lane during non-working hours. Under no circumstances shall mowers be parked or stored on medians less than 100' in width. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled equipment be left unattended within 30 feet of the travel lane. Inoperable equipment not promptly repaired shall be removed from the right-of-way as directed by the Engineer.

G. When mowing immediately adjacent to travel lanes, mowers shall operate in such a manner that any discharge from the mowers shall be in a direction away from the travel lanes.

H. When boom type or slope mowers are operated on the shoulder, a flagger shall be stationed to warn motorist and assist the operator. Warning signs shall be placed at least 1000 feet in advance of the mowing operation.

I. When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

J. When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

K. No supply vehicles shall enter the median without the required warning lights functioning and then only as necessary to repair or remove inoperable equipment.

Safety Training:

The contractor's supervisory personnel shall be trained in work zone traffic control, basic flagging and safe mowing operations. The Engineer will coordinate and arrange for the required training with DOTD District Training Specialist at no cost to the contractor. It will be the contractor's responsibility to further train other employees. Upon execution of the contract, the contractor shall submit to the Engineer a list of his supervisors to arrange for this training session. No work shall be performed until completion of this training. At least one supervisor trained in safety shall be present at all times while work is being performed.

Flagging Procedures

The following methods of signaling with a flag should be used:

1. **TO STOP TRAFFIC.** The flagman shall face traffic and extend the flag horizontally across the traffic lane in a stationary position so that the full area of the flag is visible hanging below the staff. For greater emphasis, the free arm may be raised with the palm toward approaching traffic.
2. **WHEN IT IS SAFE FOR TRAFFIC TO PROCEED.** The flagman shall stand parallel to the traffic movement, and with flag and arm lowered from view of the driver, motion traffic ahead with his free arm. Flags shall not be used to signal traffic to proceed.
3. **WHERE IT IS DESIRED TO ALERT OR SLOW TRAFFIC.** By means of flagging, the flagman shall face traffic and wave the flag in a sweeping motion of the arm across the front of the body without raising the arm above a horizontal position. If a sign paddle is used, it shall be held in a stationary position with the arm extended horizontally away from the body. The use of the flag and sign paddle are as illustrated elsewhere herein. Lights approved by the appropriate highway authority or reflectorized sign paddles or reflectorized flags shall be used to flag traffic at night. Daytime flagging procedures shall be followed whenever such lights, paddles or flags are used at night. Whenever practicable, the flagman should advise the motorist of the reason for the delay and the approximate period that traffic will be halted. Flagmen and operators of construction machinery or trucks should be made to understand that every reasonable effort must be made to allow the driving public the right-of-way and prevent excessive delays.

SECTION 7. WORK PROSECUTION:

The Contractor shall begin each cycle of mowing within seven (7) calendar days after the date of written notification to begin work and shall continuously prosecute same with such diligence **INCLUDING THE EMPLOYMENT OF SUFFICIENT WORKMEN AND EQUIPMENT ON THE PROJECT** as will enable him to complete the work in a satisfactory manner. The Contractor shall notify the Engineer at least 24 hours before beginning work on any cycle and shall submit to the Engineer a daily work report on forms provided by the Department to document locations of work and work force. **FAILURE OF THE CONTRACTOR TO BEGIN WORK WITHIN THE TIME PERIOD SPECIFIED OR TO COMPLETE WORK WITHIN THE TIME PERIOD SPECIFIED WILL RESULT IN THE ASSESSMENT OF STIPULATED DAMAGES IN ACCORDANCE WITH ARTICLE 8.5 OF THE GENERAL REQUIREMENTS. ASSESSMENT OF STIPULATED DAMAGES DOES NOT WAIVE ANY OTHER RIGHTS AFFORDED DOTD HEREUNDER FOR BREACH OF CONTRACT.**

SECTION 8. RECORD KEEPING

The contractor shall keep a daily record of labor, equipment, and work accomplishment on DOTD Form 03-41-4058 (Maintenance Daily Work Report). DOTD will supply the forms for the contractor's use.

The project number, name of the project (Contract Mowing), day, and date shall appear on each report. Under Contractors Force and Equipment, list the categories of the labor force (foremen, operators, laborers) followed by the total number of each on the job. Below labor force list the categories of equipment used followed by the total number of each on the job. Daily estimates of acres mowed and cubic yards of litter picked up shall be shown in the approximate work accomplished section of the form.

CONTRACTOR SHALL RECORD AND DOCUMENT THE AMOUNT OF TRASH COLLECTED AND REMIT DUMP TICKETS TO PROJECT ENGINEER FOR VERIFICATION AND RECORDING.

Each day of the cycle is to have a separate report. The first day of work on the cycle will be report number 1 and each subsequent days report shall be sequentially numbered until the Engineer accepts the cycle as satisfactorily completed. If the contractor does not perform any work on a day during the cycle, a report indicating "no work" is required. The contractor's on site representative is to sign the form in the space labeled "Signature Inspector". All other sections of the form can be disregarded.

Completed Project Diaries must be submitted to the DOTD representative prior to invoice processing.

SECTION 9. ITEM S-465, LITTER AND TRASH COLLECTION:

The unit of measurement for litter and trash collection will be a cycle. A cycle consists of one complete litter and trash collection of the area described. All reference to acres for litter and trash collection are approximate and no adjustments will be considered due to a variation in acreage except as noted in these specifications. The number of cycles required may vary due to a variety of conditions. Payment will be made for the number of cycles actually performed.

When performed concurrently with the mowing operation, the contractor shall pick up and properly dispose of all trash and debris ahead of the mowing operation.

The area to be cleaned includes all grassed areas, ditches, paved roadside shoulders, fences, on overhead bridges and under overhead bridges. When performed concurrently with the mowing operation, all trash which is

FOR INFORMATION ONLY

uncovered by the mowing operation shall be picked up by the contractor within 48 hours. Trash and debris picked up and piled or bagged on the roadside must be removed by the contractor from the right of way by the close of business the same work day. Bagged trash and debris shall not be piled on travel lanes or paved shoulders. Trash and debris is defined as all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The contractor will be required to remove piles of building materials or other debris which have been dumped within the right of way. The Contractor will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

Payment will be made at the contract unit price under;
Item S-465, One Cycle Litter and Trash Collection, per each.

SECTION 10. ITEM S-466, MOWING:

The unit of measurement for mowing will be a mowing cycle. A mowing cycle consists of one complete mowing of the area described. All reference to acres for mowing are approximate and no adjustments will be considered due to a variation in acreage except as noted in these specifications. The number of cycles required may vary due to weather or other conditions. Payment will be made for the number of cycles actually performed.

The Contractor shall have sufficient equipment in operation at all times, of the type required to perform the work within the time specified. Mowers shall be adjusted for a cutting height of approximately five inches. A follow vehicle equipped with warning lights will be required along with personnel and equipment to do the trimming. These personnel will see to it that the trimming is done directly behind the mowers.

The Department's intent is to maintain the maximum height of grass generally between 12 and 18 inches. The Department's written notification for each cycle of mowing will be timed to conform with this intent. The contractor will be closely monitored by the Engineer to ensure that he is cutting to the required five (5") inch cutting height. The contractor will receive written notification to begin the mowing cycle when the entire area to be mowed exceeds 12 inches and is approaching the 18 inch height. Isolated spots of vegetation such as Johnson Grass, etc., which grows faster than the Bahia or Bermuda (the predominant growth being established and the controlling grass element) may be higher. The entire area to be mowed must generally be at the specified height for work to begin. When performed concurrently with Litter and Trash Collection, it is required that litter and trash removal precede each mowing cycle. The Contractor will only be allowed to work during safe daylight hours.

Hand trimming is required around all fixed objects such as sign posts, delineators, culvert ends, trees, shrubs, plants, guard rails, culvert head walls, bridge abutments, bridge or overpass columns and piling, paved/raised gore areas and along curbs and fences where the Contractor is required to mow on both sides due to the presence of service roads or other facilities, etc. as directed by the Engineer. Trimming shall follow the mowing operation by no more than 24 hours.

Failure of the contractor to mow wet areas which are accessible to specialized mowing equipment without prior approval of the Engineer shall result in the withholding of payment as specified under Section 10 Item S-466 below.

The Contractor may, at his option, do herbicide work around signs, guardrail, culvert ends, bridge revetments, ditches, laterals, paved/raised gore areas and along curbs and fences, etc. to reduce the volume of hand trimming. General spraying of herbicide to control vegetation and spraying around shrubs, bushes and trees will not be allowed except as otherwise provided in these specifications. Vegetation treated with herbicide will be removed by hand or mechanical means to ground level after the manufacturer's suggested time period for the herbicide to affect the plant growth. Prior to the use of any herbicides, the Contractor must contact the Roadside Development District Coordinator and receive his approval for use type and rate of application of any herbicide.

FOR INFORMATION ONLY

The Contractor must present evidence that his personnel applying herbicide have met all the requirements of the Department of Agriculture for training and certifications and shall keep on file for inspection all required documentation and records as required by law. The Contractor must provide evidence of liability coverage to protect himself and the Department against claims that may arise as a result of the use of herbicides in accordance with 7.2 of the General Requirements.

Payment: All work performed will be paid at the unit bid prices for mowing cycle which shall be full compensation for furnishing all labor, equipment and incidentals necessary to complete the work. The contractor shall accept the compensation in full payment for furnishing all materials, supplies, labor, tools and equipment necessary to complete the work under the contract; for any loss or damage which may arise from the nature of the work, from the action of the elements; from any unforeseen difficulties which may be encountered during prosecution of the work until final acceptance by the Engineer;; for all risks of every description connected with the prosecution of the work; for all expenses and damages which might accrue to the contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; for any infringement of patent, trademark or copyright; or for not completing the work according to the specifications, except where there is conclusive evidence that such damage is due to Department failure and not to improper prosecution of the work.

The payment of any current or partial estimate shall in no way affect the obligation of the contractor to correct any deficient part of the work at his own cost and to be responsible for all damages due to such deficiencies. Partial payment may be made when unforeseen or unavoidable circumstances, in the opinion of the Engineer, render a complete cycle impractical. In cases where only a portion of a cycle of work is completed as directed by the Engineer, payment for the satisfactorily completed work shall be calculated by deriving the per acre unit price (dividing the total acres in a tract into the per cycle unit bid price) and multiplying that dollar amount by the acres calculated as satisfactorily completed.

When the contractor neglects or refuses to satisfactorily complete the entire cycle or correct defective work as directed by the Engineer, 50% of any amount earned for that cycle will be retained until satisfactory completion of the cycle.

Full payment will only be made when the cycle is satisfactorily completed.

Payment will be made at the contract unit price under;
Item S-466, One Cycle Maintenance Mowing, per each.

SECTION 11. ITEM S-471, CUTTING BRUSH AND ITEM S 477(A and B), TREE REMOVAL:

Separate pay items are included for a one time cutting to ground level and disposal of brush and trees, if directed by the Engineer, to permit mowing to the right-of-way line or tree line and in natural waterways, canals and drainage laterals crossing or within the right of way. After completion of this one time clearing it will be the contractor's responsibility to maintain the area cleared as mowable area or as specified under "Natural Waterways or Canals Crossing the Right of Way" at no direct pay. The contractor will be allowed additional working days to accomplish this clearing when directed by the Engineer.

DESCRIPTION OF WORK

The work to be done under Items S-471 and S-477 consists of removing living and dead brush and/or trees located within the limits of the right of way that exceed the size limits specified elsewhere herein and prevent or inhibit the complete mowing of the mowable area to ground level. This includes mowable areas at natural waterways, canals and drainage laterals, bridges, fences, culvert ends and/or signs. These Items also include satisfactory disposal of the debris created by this work.

FOR INFORMATION ONLY

Living trees shall only be removed at the direction of the Engineer. Removal of overhanging branches to permit mowing to the tree line shall be included in the contractor's bid price for mowing mowable areas and will not be paid for under brush or tree removal items. The Engineer may require removal of any tree within the right of way.

These items require the contractor to perform manual cutting and disposal of brush and trees from right of way. A tree shall be defined as supporting woody perennial rising from the ground with a trunk(s) and attaining a height of at least sixteen feet at maturity. To be considered a tree under the terms of these specifications, the perennial's trunk must be 5 inches in diameter measured 4 feet above the ground. Brush is defined as woody vegetation with a trunk over 2 inches in diameter measured 5 inches above the ground but less than 5 inches in diameter measured 4 feet above the ground. Vegetation equal to or less than 2 inches in diameter measured 5 inches above the ground is considered mowable and will not be paid for as a separate item. The contractor shall dispose of brush and trees off DOTD right of way to the satisfaction of the Engineer. Burning of removed tree and brush debris will not be permitted within State Highway right of way.

MEASUREMENT

Item S-471 Cutting Brush: The area of brush properly cut and removed will be measured by the acre.

Item S-477(A and B) Tree Removal: The number of trees of the given size, properly removed will be measured by each.

PAYMENT

The work required to satisfactorily complete the tree removal will be paid for at the unit price bid for:

Item S-471 Cutting Brush, Per acre.

Item S-477(A) Tree removal (Less than 18 inches in diameter), Per Each

Item S-477(B) Tree removal (18 inches in diameter and greater), Per Each

GENERAL REQUIREMENTS

Article I. Definitions of Terms: Wherever in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.1 State: The State of Louisiana

1.2 Calendar Day: Every day shown on the calendar, beginning and ending at midnight.

1.3 Department: Louisiana Department of Transportation and Development, Party of the First Part.

1.4 Engineer: The Chief Engineer of the Department or his authorized representatives.

1.5 Bidder: An individual, firm or corporation or any combination thereof submitting a proposal.

1.6 Maintenance Contractor: The individual, partnership, firm or corporation or any combination thereof, with whom the contract is made by The Department.

1.7 Surety: The corporate body or bodies bound with and for the Maintenance Contractor for the faithful performance of the work covered by the contract and for the payment for all labor and materials supplied in the prosecution of the work.

1.8 Proposal: The offer of the bidder, made out on the prescribed form, giving unit prices for performing the work described in the plans and specifications.

1.9 Proposal/Bid Guaranty: The security designated in the proposal and furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work. The only form of security acceptable is a Bid Bond.

1.10 Specifications: The directions, provisions and requirements contained herein or in special specifications, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. Where the phrases "or directed by the Engineer", "ordered by the Engineer" or "to the satisfaction of the Engineer" occur, it is to be understood that the directions, orders or instructions to which they relate are within the limitations of, and authorized by the contract.

1.10 Plan Change and/or Special Agreement: The title of the standard form normally used to describe and detail changes to the contract. The document will establish reasons for the changes, specification requirements, method of measurement, basis of payment and contract time adjustments for the work affected by the changes. When approved and fully executed, the document becomes part of the contract and a notice to proceed with the affected work. .

1.11 Contract: The written agreement between the Department and the Maintenance Contractor covering the furnishing of materials and performance of the work. The contract also includes the General Requirements, Mowing Specifications for Mowing Highway Right-of-Way, Special Provisions, Project Proposal (Notice to Contractors, General Bidding Requirements), Project Plans, Plan Revisions, issued Addenda, and Payment and Performance bonds and Retainage Bond (if applicable).

1.12 Payment/Performance/Retainage Bond: The approved form of security, executed by the Maintenance Contractor and Surety, guaranteeing complete execution of the contract and supplemental agreements thereto, and payment of all legal debts, including liens and monies due the Department, pertaining to the contract.

FOR INFORMATION ONLY

1.13 Right-Of-Way: The land provided for a highway.

1.14 The Work: The work shall include the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the activity and the carrying out of all the duties and obligations imposed by the contract.

1.15 Certificate of Insurance: Approved document from a company licensed to sell insurance in Louisiana which attests that a policy is in effect providing the required insurance coverage.

1.16 Written Notice: Notice shall be considered to have been duly given if delivered in person to the individual or member to whom it is intended, or if delivered at or sent by registered or certified mail to the last business address known to him sender.

1.17 Non-Resident Bidder: A bidder whose principal place of business is not in Louisiana; includes a bidder whose ultimate parent company or majority owner does not have its principal place of business in Louisiana.

1.18 Disqualification: To disqualify (the disqualification of) a Maintenance Contractor from bidding on, entering, and/or participating as a subcontractor under a maintenance contract.

1.19 Subcontractor: An individual, partnership, corporation or other business entity to which the prime Maintenance Contractor sublets, or proposes to sublet, any portion of a contract.

1.20 Bid: The binding offer of a responsible bidder that was submitted to the Department on the bid forms or via approved electronic media, in accordance with the bidding documents.

1.21 Bid Forms: The portion of the bidding documents, either paper or electronic, required to be submitted, in accordance with the bidding documents, in order to constitute a bid.

1.22 Bid Express: An on-line service provided by Bidx.com, an Info Tech company, which is under contract to DOTD to facilitate two-way Internet electronic bidding.

1.23 Bidx.com: The subsidiary company owned by Info Tech that provides the Bid Express service.

1.24 Electronic Bidding: The process by which the Department and the bidder can utilize the Internet to facilitate the bidding process.

1.25 Electronic Bid Bond: An instrument by which a contractor and surety can submit a bid guarantee with a bid electronically in lieu of a written, signed paper.

1.26 Electronic Signature: A secure and verifiable alpha-numeric code assigned to an individual, replacing or acting instead of a traditional signature.

1.27 Expedite: Software developed for AASHTO by Info Tech that enables and facilitates electronic bidding.

Article II. Instructions to Bidders:

2.1 Contents of Proposal Forms: The prospective bidder may use the Bid Express services through Bidx.com. The use of these services will require payment by the contractor of additional fees to the service provider. Upon request bidders will be furnished with a proposal form which will state the location and description of the proposed work, and approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, a schedule of items for which unit prices are asked and the time within which the work is to be completed. Unless the contractor properly submits the bid forms electronically, the Proposal Returnables bound with or attached to the proposal should be detached and completed by the bidder. The Proposal Returnables, consisting of the Schedule of Items, the Proposal Guaranty, the Proposal Signature and Execution Form, and any additional returnables if required in the construction proposal, shall be returned by the bidder.

The prospective bidder will be required to pay the Department the sum stated in the Notice to Contractors for each proposal.

2.2 Interpretation of Estimates of Quantities: The quantities listed in the proposal form will be considered as approximate and will be used for the comparison of bids.

2.3 Examination of Plans, Specifications, Special Provisions and Site of Work: The Maintenance Contractor certifies by his submission of a bid that he has examined the proposal, specifications and that he is not aware of any errors, omissions, or ambiguities in the project specifications as to the scope of work required of the Maintenance Contractor. If the Maintenance Contractor discovers such an error, omission, or ambiguity prior to the date of the letting, he shall immediately notify the DOTD Chief Engineer who will then make such corrections, interpretations, or issue addenda as deemed necessary to fulfill the intent of the specifications. Failure of the Maintenance Contractor to fully examine the specifications or to bring any errors, omissions, or ambiguities which the Maintenance Contractor discovered or should have discovered in the preparation of his bid may result in the Maintenance Contractor being deemed to have waived any claim or right to additional compensation, extra work, delays, interruptions, or inefficiencies which resulted from the error, omission, or ambiguity of the specifications had the Department received notice from the Maintenance Contractor prior to the letting and been given an opportunity to correct the error, omission, or ambiguity so that all bidders can bid on an equal basis on sufficient, clear and unambiguous specifications. Nothing in this paragraph is intended to penalize the Maintenance Contractor for failing to discover, detect, and notify the Department of latent errors, omissions, or ambiguities in the plans and specifications, nor as to errors, omissions, or ambiguities which result from conditions which arise during performance of the contract. Written instructions necessary to use the electronic bidding service and prepare and submit a bid electronically are provided on the Bidx.com Internet site. Fees payable to Bidx.com are required of the contractor to use the service and to establish electronic signatures. The contractor is advised to timely make all necessary arrangements with Bidx.com and to familiarize himself with system and process requirements prior to using the service to submit a bid.

2.4 Preparation of Proposal: For paper bids, bids shall be submitted on bid forms provided by the Department or obtained through Bidx.com. Only that portion of the construction proposal designated as Proposal Returnables must be completed and returned by the bidder. The Proposal Returnables include the Schedule of Items, the Proposal Guaranty, the Proposal Signature and Execution Form, and any additional returnables if required in the proposal.

A unit bid price, in U.S. dollars, shall be specified in the Schedule of Items in words and numerals, either typed or printed in ink, or computer printed in the spaces provided for each pay item. Bidders shall bid on all items. Any revisions to the unit bid prices by the bidder shall be initialed by the individual signing the Proposal Signature and Execution Form.

The Proposal Signature and Execution Form shall be signed either with an authorized electronic signature or with ink by the individual, a member of the partnership, an officer of one of the firm's representing a joint venture, an officer of a corporation, or an agent of the Maintenance Contractor legally qualified and acceptable to the state. The bidder's business street address and mailing address, if different, and the business telephone number of the individual signing the form and that of a contact person shall be shown on the Proposal Signature and Execution Form. Execution, signature, and submission of the Proposal Returnables shall constitute a legally

binding and irrevocable offer by the bidder. Bid bonds may be furnished and completed by a DOTD approved electronic bond verification service if the contractor elects to prepare and submit an electronic bid.

2.5 Irregular Proposals: Proposals will be considered irregular and will be rejected for any of the following conditions:

- (1) If the bid, except for legible facsimiles, is on a form other than that furnished by the Department or Bidx.com, or if the bid forms are materially altered.
- (2) If there are unauthorized additions, conditional or alternate bids or irregularities which make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (3) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
- (4) If the proposal does not contain a unit price for each pay item listed.
- (5) If the proposal is submitted as a bid by a bidder other than the one to whom the proposal was issued.
- (6) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a contracting firm that has been declared by the Department to be ineligible to bid.
- (7) If the proposal guaranty does not meet the requirements specified elsewhere herein.
- (8) If the bidder fails to initial any revisions to the unit bid prices.
- (9) If more than one proposal for the same work is received from an individual, partner, firm, corporation, joint venture or combination thereof under the same or a different name.
- (10) If the portion of the construction proposal form designated as Bid Forms is not properly executed either by hand or electronically and submitted with the bid.
- (11) If the unit prices are obviously distorted to reflect an advantage to the Maintenance Contractor which would result in undue expenditure of public funds and/or overrun of total cost of project.
- (12) When the specifications or proposal contain an obvious error or omission that could have been cause for non-uniform bidding.

Proposals may also be rejected if it is obvious to the Department that the bidder entered an incorrect unit bid price(s).

2.6 Proposal Guaranty: Each bid shall be accompanied by a proposal/bid guaranty in an amount not less than five percent of the total bid amount when the bidder's total bid amount, as calculated by the Department, is greater than \$50,000. No proposal/bid guaranty is required for projects when the bidder's total bid amount as calculated by the Department is \$50,000 or less. The official total bid amount for projects that include alternates is the total of the bidder's base bid and all alternates bid on and accepted by the Department. The proposal/bid guaranty submitted by the bidder shall be a bid bond made payable to the contracting agency as specified on the bid bond form provided in the construction proposal. No other form of security will be accepted.

The bid bond shall be on the "Bid Bond" form provided in the construction proposal, on a form that is materially the same in all respects to the "Bid Bond" form provided, or on an electronic form that has received Department approval prior to submission. The bid bond shall be filled in completely, shall be signed by an authorized officer, owner or partner of the bidding entity, or each entity representing a joint venture; shall be signed by the surety's agent or attorney-in-fact; and shall be accompanied by a notarized document granting general power of attorney to the surety's signer. The bid bond shall not contain any provisions that limit the face amount of the bond.

The bid bond will be written by a surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Louisiana by the Louisiana Department of Insurance and shall also conform to the requirements of LSA-R.S. 48:253.

All signatures required on the bid bond may be original, mechanical reproductions, facsimiles or electronic. Electronic bonds issued in conjunction with electronic bids must have written Departmental approval prior to use. The Department will make a listing of approved electronic sureties providers on the Bidx.com site.

2.7 Delivery of Proposal: Unless delivered electronically through the approved electronic bid submission service, each bid should be submitted in the envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its content. When an envelope other than the one

furnished by the Department is used, it shall be the same general size and shape and be similarly marked to indicate its contents. Bids shall be received no later than the time and at the place specified in the Notice to Contractors. Paper bids received after the time set for opening bids will be returned to bidders unopened. Electronic bids shall be submitted via the Internet in accordance with Subarticle 2.4. Electronic bids transmitted by the bidder, after the time set for bid opening will not be accepted.

A proposal guarantee and all other required returnables not submitted electronically with an electronic bid must be delivered by the contractor to the Department in a sealed envelope as specified above prior to the date and time of the bid opening.

2.8 Revision of Proposal: A bidder may change a bid price entered in a proposal before it is submitted by marking out the incorrect price and entering the correct price and initialing the revision. In cases where the proposal has been submitted, a bidder may change a bid price in his proposal provided his request to do so is submitted in writing and is in the hands of the official indicated in the Notice of Contractors prior to the time set for the opening of proposals. A request by telephone for a change in a unit bid price will not be considered. However, the bidder may submit a revision that conforms to this paragraph by facsimile.

2.9 Withdrawal of Proposal: A bidder may withdraw a bid after it has been deposited with the Department, provided the request for such withdrawal is received by the Department in person or in writing before the time set for opening bids and at the location set forth in the Notice to Contractors. Electronic bids submitted to Bid Express may be withdrawn prior to the specified bid opening time by the authorized bidder.

2.10 Public Opening of Proposals: Paper or electronic bids will be publicly opened and read or presented at the time and place indicated in the Notice to Contractors.

2.11 Disqualifications of Bidder: More than one proposal involving an individual, firm or corporation or any combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will be cause for the rejection of all proposals in which such bidder is interested. Any or all proposals will be rejected if there is a reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. Contracts will be awarded only to responsive and responsible bidders in accordance with R.S. 48:255. A bidder whose actions result in rejected bids, forfeiture of Proposal Guaranty or abandonment or default of the contract that necessitates the work to be readvertised and rebid, will not be allowed to submit a bid on the readvertised work unless there has been a substantial change in the character of the work itself. Written notice will be given of disqualifications and will include all reasons for the disqualification. Any prospective bidder, who is disqualified, may request to be heard at an informal hearing at which time he will have the opportunity to refute the reasons for the disqualification. The Department will refuse to issue bid documents to a disqualified bidder or allow a disqualified bidder access to Bid Express for bidding purposes.

2.12 Withdrawal of Bids-Mistake: Withdrawal of Bid: The Department may allow a bidder to withdraw a bid after the scheduled time of bid opening, in accordance with state law, upon a determination that:

- a. A mistake was in fact made in preparation of the bid; and,
- b. The mistake in the bid is of a mechanical, clerical or mathematical nature and not one of bad judgment, careless inspection of the work site, or in reading the plans and specifications; and,
- c. The mistake is found to be in good faith and was not deliberate or by reason of gross negligence; and,
- d. The mistake is patently obvious on the face of the bid; and,
- e. The notice of the mistake, request for withdrawal of the bid by reason of the mistake, and written evidence of the mistake, is delivered to the DOTD Chief Engineer within 72 hours after the bid opening, excluding Saturdays, Sundays, and legal holidays. The written evidence of the mistake supplied to the DOTD Chief Engineer shall be duly

sworn before a Notary Public as original, unaltered documents used in the preparation of the bid or any other facts relevant to the bidder's request to withdraw the bid as evidence of the existence of a mistake; and,

f. The sworn, written evidence furnished to the DOTD Chief Engineer within 72 hours of the bid opening, excluding Saturdays, Sundays, and legal holidays, constitutes clear and convincing evidence of the bidder's mistake.

2.13 Other bid protests: The Department may also allow a bidder to protest any matter regarding the bidding or award of a contract after the scheduled time of bid opening in accordance with the following provisions:

a. The protest of a bidder must be submitted in writing and, specifically set forth the grounds and/or reasons for the protest; and,

b. The written protest must be delivered to the DOTD Chief Engineer within 72 hours, excluding Saturdays, Sundays, and legal holidays, after notice of bid rejection, irregularity, or any other action regarding the bidding or award of the contract.

Article III. Award and Execution of the Contract:

3.1 Consideration of Bids: For the purpose of award, after the paper or electronic proposals are opened and read, the summation of the products of the approximate quantities shown in the proposal and the unit prices bid will be considered the amount of the bid. The number of cycles listed in the schedule of items are the maximum number of cycles for one calendar year. These amounts are shown for the comparison of bids to determine the lowest bid and do not reflect a guaranteed number of cycles to be performed for the calendar year or duration of the contract. The summations will then be compared and the results made available to the public. Until the award of the contract is made, The Department reserves the right to reject any or all proposals and to waive such technicalities as may be considered in the best interest of the State. In determining the amount of the bid as well as computing the amount due for the payment of each item under the contract. The Department reserves the right to round off all unit bids involving fractional parts of a cent to the nearest cent regardless of the fraction involved.

3.2 Award of the Contract: The Department, for all projects advertised and let by the Department, may reject all bids for just cause. If all bids are not rejected, the Department shall award the contract to the lowest responsible bidder. Award of contract shall be within 45 calendar days after the receipt of bids. The above prescribed time period for award of contract may be extended by mutual agreement between the Department and the successful low bidder. Should the successful low bidder not agree to extend the deadline for award of contract, the proposal guaranty will be returned to the bidder and the Department, at its discretion, may award the contract to the next lowest bidder or may re-advertise the project.

3.3 Return of Proposal Guaranty: The proposal guaranty of the successful bidder will be returned after satisfactory Payment/Performance/Retainage bond has been furnished and the contract has been executed. Electronic bid bonds of unsuccessful bidders will not be returned but will be deemed by the Department to have no force or effect after sixty days.

3.4 Payment, Performance and Retainage Bonds: Within 15 days after receipt of written notification of award of the contract, the bidder shall execute and return the contract documents to the Department and furnish the Payment, Performance and optional Retainage bonds as follows:

At the time of execution of the contract, the successful bidder shall furnish the following bond(s) on the form(s) provided by the Department.

(a) Payment bond in a sum equal to one hundred percent (100%) of the contract amount.

(b) Performance bond in a sum equal to one hundred percent (100%) of the contract amount.

FOR INFORMATION ONLY

(c) Retainage bond in a sum equal to five percent (5%) of the contract amount for contract amounts greater than \$500,000 unless an election is made to have the Department withhold five percent (5%) of the contract amount; and, retainage bond in a sum equal to ten percent (10 %) of the contract amount for contract amounts equal to or less than \$500,000 unless an election is made to have the Department withhold ten percent (10 %) of the contract amount.

The bond(s) shall be written by either a surety or insurance company currently qualified to do business in Louisiana, and currently listed with sufficient bonding capacity on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies as published annually in the Federal Register. Each bond shall be signed by the surety's agent or attorney-in-fact and shall be accompanied by a notarized document granting general power of attorney to the surety's signer.

3.5 Execution and Approval of Contracts: The contract, satisfactory bonds, proof of all required policies of insurance with minimum insurance coverages and all other required contract documents shall be properly executed and returned to the Department within 15 calendar days after transmission to the bidder. If the contract is not executed by the Department within 20 calendar days following receipt of all required documents, the bidder shall have the right to withdraw his bid without penalty.

3.6 Failure to Execute a Contract and Bond(s): Failure by the bidder to execute the contract and file acceptable payment, performance, and retainage (if offered) bonds within 15 calendar days after the contract has been mailed to the bidder will be cause for cancellation of the award and forfeiture of the proposal guaranty which shall become the property of the Department not as a penalty, but in liquidation of damages sustained. For those projects wherein a proposal/bid guarantee was not provided with the bid, failure to comply with Article 3.5 will be cause for cancellation of the award and the bidder to be disqualified from bidding or subcontracting for a period of one year from the award date. Awards, which were cancelled, may then be made to the next lowest responsible bidder or the work may be readvertised for bids, at the Department's discretion.

3.7 Beginning of Work: The Maintenance Contractor shall not begin work until authorized by the Engineer in writing to do so.

4.0 Alteration of the Contract: Approval of all plan changes is subject to the availability of funds. No plan change will be assumed to be approved until the signed and approved plan change is returned to the originator.

Article IV. Scope of Work:

4.1 Intent of Specifications: Any construction or requirement covered by Special Specifications or Special Provisions which are included in the proposal will be considered as a part of the contract as though contained fully herein.

4.2 Increases and Decreases in Quantity of Work: The Engineer shall have the right to increase or decrease the quantities of the work, as may be considered necessary or desirable such increases or decreases shall not be considered as a waiver of any condition of the contract, nor shall they invalidate any of the provisions thereof. The Maintenance Contractor shall perform the work as increased or decreased. Payment to the Maintenance Contractor for contract items will be made for the actual quantities of work done or material furnished at the unit prices per acre computed as set forth in Section 10 of the Maintenance Specification for Mowing elsewhere herein.

Article V. Control of the Work:

5.1 Authority of Engineer: The work will be observed, inspected by the Engineer and performed to his satisfaction in accordance with the contract and specifications. The Engineer will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance and the rate of progress of the work, and interpretations of the specifications and the acceptable fulfillment of the contract on the part of the Maintenance Contractor. His decisions will be final, and he will have executive authority to enforce and make effective his/her decisions and orders that the Maintenance Contractor fails to carry out promptly.

Article VI. Legal Regulations and Responsibilities to the Public:

6.1 Laws to be Observed: The Maintenance Contractor shall keep informed of all Federal, State and local laws, ordinances and regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the conduct of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders and decrees; and shall indemnify The Department and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order or decree, whether by himself or his employees. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. The duties, obligations and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by the law.

Any litigation arising under or related to the contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

6.2 Permits, Licenses and Taxes: The Maintenance Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work. Except, as otherwise provided in the contract, these provision for securing permits, licenses and taxes will not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of this contract.

6.3 Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The Maintenance Contractor shall coordinate all work with the Engineer and shall place warning signs in accordance with the Louisiana Manual on Uniform Traffic Control Devices. If at any time during prosecution of the work, the traffic control does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the Maintenance Contractor shall immediately make necessary changes therein to correct the unsatisfactory conditions. The Maintenance Contractor will confine all operations to daylight hours with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Engineer. Equipment shall not be left within 42 feet of the travel lane during nonworking hours. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended within 42 feet of the travel lane.

Except as otherwise provided in the contract, these provisions for directing traffic will not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this contract.

6.4 Protection of Property: The Maintenance Contractor shall take proper measures to protect all property which might be injured by any process of maintenance, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Maintenance Contractor, he shall restore at his own expense the

damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in an acceptable manner. The Maintenance Contractor will be responsible for maintaining foreslopes, backslopes and ditches to their existing grade, shape and alignment. He will repair any rutting or erosion caused by his operation. All damages which are not repaired by the Maintenance Contractor will be repaired by State Forces at the Maintenance Contractor's expense. All expenses incurred by the State for repair work shall be deducted from the Maintenance Contractor's estimate or the Maintenance Contractor shall be charged and invoiced for any such amounts with payment due upon receipt.

6.5 Right to Audit: The Department shall have the right to audit the books and records of the Maintenance Contractor during the hours of the normal workday.

6.6 Personal Liability of Public Officials: In carrying out the provisions of the contract or in exercising any power or authority granted thereunder, there shall be no liability upon the Secretary and the Chief Engineer or their authorized representatives, either personally or otherwise, as they are agents and representative of The Department.

6.7 Non-Collusion Affidavit: All Maintenance Contractors shall execute an affidavit stating that (1) the contract was not secured through the employment or payment of solicitor and (2) that no portion of the contract price was or will be paid to any entity for soliciting the contract; which affidavit shall be signed by a person or persons authorized to bind the individual, firm, corporation or combination thereof and submitted with the executed contract.

6.7 Contract Dollar Amount: Expenditures for work which Contractor claims extends beyond the terms of the contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

Article VII. Insurance and Indemnification

7.1 Indemnification Agreement: The following Indemnification Agreement shall be, and is hereby made a provision of this contract: The Maintenance Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the Maintenance Contractor, its agents, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the Maintenance Contractor, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the Maintenance Contractor or The Department as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of the work by the Maintenance Contractor under the contract, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The Maintenance Contractor agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

7.2 Policies and Certificates of Insurance:

The Maintenance Contractor shall maintain, at a minimum, the following insurance coverages:

- (a) Workers Compensation in compliance with state law, with the exception that the Maintenance Contractor's Employer liability is to be at least \$1,000,000 when work is to be over water and involves maritime exposures. For the coverage provided in this subpart the Maintenance Contractor's Insurer will have no right of recovery or subrogation against the State of Louisiana or the Louisiana Department of Transportation and Development.
- (b) Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. The aggregate loss limit must be on a per project basis. This insurance shall include coverage for bodily injury and property damage, and include coverage for Premises-Operation; Broad form Contractual Liability; Products and Completed Operation; Use of Maintenance Contractors and Subcontractors; Personal Injury; Broad form Property Damage; explosion, collapse and underground (XCU) coverage; and coverage for use of herbicides such as, for example, an exception that provides coverage for herbicide use to any pollution exclusion. The required combined single limit amount of insurance shall be as provided in Table 7.2-1 below.
- (c) A separate Owner's and Contractor's Protective (OCP) Liability Policy shall be supplied by the contractor naming the Louisiana Department of Transportation and Development as the named insured. The required combined single OCP limit amount shall be as provided in Table 7.2-1 below.
- (d) Business Automobile Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for owned automobiles, hired automobiles and non-owned automobiles. The required combined single limit amount of insurance shall be as provided in Table 7.2-1 below.

TABLE 7.2-1

<u>INITIAL</u>	<u>CONTRACT</u>	<u>MINIMUM</u>
<u>AMOUNT</u>		<u>INSURANCE</u>
Up to \$1,000,000		\$ 1,000,000
From \$1,000,001 to \$2,000,000		\$ 2,000,000
Over \$2,000,000		\$ 5,000,000

FOR INFORMATION ONLY

The following shall be included as provisions in each policy:

- (a) The insurance company (ies) issuing the policy (ies) shall have no recourse against the State of Louisiana and the Department for payment of any premiums or for assessments under any form of the policy.
- (b) Any and all deductibles in the above described insurance policy (ies) shall be assumed by and be at the sole risk of the Maintenance Contractor.

Insurance is to be placed with insurance companies authorized in the State of Louisiana with an A. M. Best's rating of A-: VI or higher. This rating requirement may be waived for Workers Compensation coverage only.

Contractor shall provide the Department with a Certificate of Insurance for each required policy covering the initial or renewal period of the contract before any work may begin during that contract period. No payments will be made for any work until all such Certificates of Insurance are received by the Department.

If, at any time, any of the said policies shall be or become unsatisfactory to The Department, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to The Department, the Maintenance Contractor/Subcontractor shall promptly obtain a new policy, submit the same to The Department for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Maintenance Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Department, may be declared suspended, discontinued or terminated. Failure of the Maintenance Contractor /Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Maintenance Contractor /Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Maintenance Contractor /Subcontractor concerning indemnification. Failure of the Maintenance Contractor to take prompt action on all claims presented to him resulting from his contract may result in termination of the contract as provided herein. Maintenance Contractor expressly agrees that if it or its insurer unreasonably delays or fails to honor, settle, pay, or defend all suits, actions, or claims in good faith, as determined by the Department, then the Department may, in its sole discretion, withhold amounts from proceeds due the Maintenance Contractor under this contract, or any other contract between the Department and Contractor, as considered necessary by the Department to protect claimants against the Maintenance Contractor or insurer for the amount of their claims, or in case no money is due, its surety bond may be held in lieu of damages have been settled, paid, honored, or defended in good faith and suitable evidence thereof furnished to the Department. The failure of the Department to place the Maintenance Contractor in default or to retain contract proceeds or its surety bond shall not act as a modification or waiver of any of the obligations of the Maintenance Contractor, his insurer or his surety herein.

Article VIII. Prosecution and Progress:

8.1 Subletting or Assigning of Contract: The Maintenance Contractor will not be permitted to sub-contract, sublet, assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his rights, title or interest therein without the prior written approval of the Engineer. The Maintenance Contractor will not be permitted to sublet any portion of the contract without the written approval of the Engineer. No sub-contract will, in any case, relieve the Maintenance Contractor of his responsibility under the contract and bond. The Maintenance Contractor shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than 75 percent of the value of all work embraced in the contract. Written consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Maintenance Contractor of any responsibility for the fulfillment of the contract.

8.2 Prosecution of Work: Prior to beginning operations, a conference between the Maintenance Contractor's representative and the Department will be arranged by The Department. In this meeting, the Maintenance Contractor shall briefly outline his proposed procedure for performing the prescribed work activity, sequence of

work to be followed, estimated progress schedule and give his plans for performing the work while providing for safe traffic control at all times. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent items regarding the work will also be discussed. The Department shall determine all non-mow and vegetative management areas.

8.3 Workmen and Equipment: Any person employed by the Maintenance Contractor or a subcontractor who, in the opinion of the Engineer, does not perform their work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly or otherwise objectionable, shall at the written request of the Engineer be forthwith discharged and shall not be employed again on any portion of the work without the written consent of the Engineer. **The Maintenance Contractor shall furnish such suitable machinery, equipment and forces as may be necessary, in the opinion of the Engineer, for the proper prosecution of the work.**

8.4 Temporary Suspension of Work: The Engineer will have authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" will be suspended during such period. Notice of such suspension with the reason therefore will be given the Maintenance Contractor in writing. The Maintenance Contractor shall not suspend work without written authority of the Engineer.

8.5 Stipulated Damages: For each occurrence that the Maintenance Contractor does not begin the work within the time period specified, or complete the work within the time specified, the amount, per day, from the Table 1 below, will be deducted from any payments which may become due the Maintenance Contractor not as a penalty but as stipulated damages. Permitting the Maintenance Contractor to continue work after expiration of the time will not operate as a waiver of the Department's rights under the contract. The Maintenance Contractor may request a waiver of any portions of the stipulated damages. A written request may be submitted to the Engineer at any time after the work is started, but shall be submitted within 14 calendar days after completion of the work order and shall set forth the reasons which the Maintenance Contractor believes justify the waiver. The District Administrator will be the sole judge of damages suffered and may waive a portion or all of damages accordingly. The amount of stipulated damages will be deducted from payments for the work under the contract or any other contract the Maintenance Contractor has with the Department. The Maintenance Contractor and the Surety shall be liable for stipulated damages in excess of amounts due the Maintenance Contractor under the contract.

**TABLE 1
STIPULATED DAMAGES**

Original Contract Amount (Dollars)		
From More Than	To and Including	Calendar Day or Fixed Date
0	25,000	80
25,000	50,000	210
50,000	100,000	240
100,000	500,000	270
500,000	1,000,000	330
1,000,000	2,000,000	400
2,000,000	5,000,000	480
5,000,000	10,000,000	600
10,000,000	-----	630

8.6 Default: The Engineer will give written notice to the Maintenance Contractor and his surety that the Maintenance Contractor is in default if he:

FOR INFORMATION ONLY

- (a) Fails to begin the work within the time specified in the "Notice to Proceed," or
- (b) Fails to perform the work with sufficient workmen, equipment or materials to assure prompt completion of said work within the time specified, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or perform anew rejected work, or
- (d) Discontinues prosecution of the work, or
- (e) Fails to complete the project within the contract time as extended, or
- (f) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or**
- (g) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or
- (h) Allows any final judgment to stand against him unsatisfied for a period of 10 days or
- (i) Makes an assignment for the benefit of creditors, or
- (j) Fails to carry on the work in an acceptable manner.
- (k) Fails to maintain the required insurance. If the Maintenance Contractor or surety does not proceed in accordance therewith, the Department will have authority without violating the contract, to take prosecution of the work out of the hands of the Maintenance Contractor. The Department may appropriate or use all materials and equipment on the project and may enter into an agreement for completion of said contract according to the provisions thereof, or use such other methods as required for completion of said contract in an acceptable manner. All costs incurred by the Department, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due Maintenance Contractor. If such expenses exceed the sum which would have been payable under the contract, the Maintenance Contractor and surety shall be liable and pay the Department the amount of such excess.
- (l) Fails to renew a contract after requesting a renewal of the contract in writing.

8.7 Disqualification: A Maintenance Contractor, may be disqualified from bidding on, entering, and/or participating as a subcontractor under a maintenance contract, for the following reasons:

- 1. Failing to execute a contract and bond under Article 3.7
- 2. Failing to execute a renewal contract and bond under Article 3.7
- 3. Performing a maintenance contract in an unsatisfactory manner by:
 - a. Failing to begin work within the specified time.

- b. Failing to perform the work with sufficient workmen, equipment and/or materials to ensure completion of the work within the specified time.
- c. Neglecting or refusing to correct work rejected by the Department as being deficient or not meeting specifications.
- d. Discontinuing prosecution of the work without the express approval of the Department.
- e. Committing any act of insolvency, including seeking protection or being declared bankrupt under federal law.
- f. Assigning any interest in a maintenance contract for any purpose, or subletting any work under that contract without the expressed written approval by the Department.
- g. Failing for any other reason to perform the work in an acceptable and workmanlike manner.

4. Is declared in default on a contract.

8.8 Notice and Appeal:

1. Upon determination that a Maintenance Contractor should be disqualified, the Department shall mail a notice of the proposed disqualification to the last known address of the Maintenance Contractor by certified mail.
2. After disqualification notice, the Maintenance Contractor may submit a written appeal to the Chief Engineer for review by the Departmental Disqualification Review Board. The written appeal shall be submitted within 14 calendar days after disqualification and may either request a meeting with the review board or that the review board consider a written appeal only. A meeting of the review board will be scheduled within 14 calendar days after receipt of appeal.

The review board will be composed of the Chief Engineer and three other members appointed by the Secretary. The Chief Engineer and two other members will constitute a quorum.

After all pertinent information has been considered, the Maintenance Contractor will be notified of the decision of the review board in writing within 14 calendar days. The decision of the review board will not operate as a waiver by the Department of its rights concerning the assessment of stipulated damages as specified under Article 8.5.

8.9 Period of Disqualification:

1. The period of disqualification will continue until the Maintenance Contractor has timely completed two consecutive cycles or until the Maintenance Contractor has completed all cycles under the contract, as determined by the department.
2. The period of disqualification for failure to comply with Article 3.7 will continue for one year from the date of award.

3. The period of disqualification for failure to comply with Article 3.8 will continue for one year from the last day of the current contract time.

4. Should the surety or the Department take over prosecution of the work, the contractor shall remain disqualified for a period of one year from the completion of the project, unless debarment proceedings are instituted.

5. The Chief Engineer may consider reducing the disqualification, upon the Maintenance Contractor's application, supported by documentation, for reasons deemed appropriate.

8.10 Termination: The Department reserves the right to terminate this contract at any time the Maintenance Contractor is not performing in accordance with the terms thereof.

Article IX. Final Acceptance:

9.1 Final Acceptance: When the work provided for in the contract shall have been completed by the Maintenance Contractor, and all parts of the work have been approved, accepted and paid for by the Engineer, a State Form 585 showing the total amount of the work completed and the total amount paid the Maintenance Contractor under the contract will be prepared by the Engineer. Upon receipt of this form a project completion notice will be issued to the Maintenance Contractor and said completion notice will be recorded in the office of the Recorder of Mortgages of the parish in which the work has been done. The Performance Bond will not be released until the Maintenance Contractor submits to The Department a certificate from the Recorder of Mortgages of the parish in which the work has been done to the effect that there is no claim or lien recorded against the contract. The date of the certificate shall not be prior to the expiration of 45 days after the certificate of acceptance was recorded in the Mortgage Office.

Article X. Renewal:

10.1 Renewal Deadline: Maintenance Contractor shall give notice to the Department of its intention to renew the contract by August 31 of the contract year. Failure on the part of the Contractor to provide timely notice shall be conclusive proof of its decision to not renew the contract. The Department shall notify Maintenance contractor within 20 calendar days following receipt of the renewal notice of its agreement to the renewal. If the Department should fail to do so, the Contractor shall have the right to withdraw his renewal offer without penalty.

10.2 Renewal Guaranty: Each notice of renewal from the Contractor shall be accompanied by a guaranty in an amount not less than five percent of the total contemporary contract amount. No renewal guaranty is required for projects when the contract amount is \$50,000 or less. The renewal guaranty submitted by the Contractor shall be a bond made payable to the contracting agency as specified on the bond form provided in the original construction proposal. No other form of security will be accepted.

The renewal bond shall be on the "Bid Bond" form provided in the original construction proposal, on a form that is materially the same in all respects to the "Bid Bond" form provided, or on an electronic form that has received Department approval prior to submission. The renewal bond shall be filled in completely, shall be signed by an authorized officer, owner or partner of the bidding entity, or each entity representing a joint venture; shall be signed by the surety's agent or attorney-in-fact; and shall be accompanied by a notarized document granting general power of attorney to the surety's signer. The renewal bond shall not contain any provisions that limit the face amount of the bond.

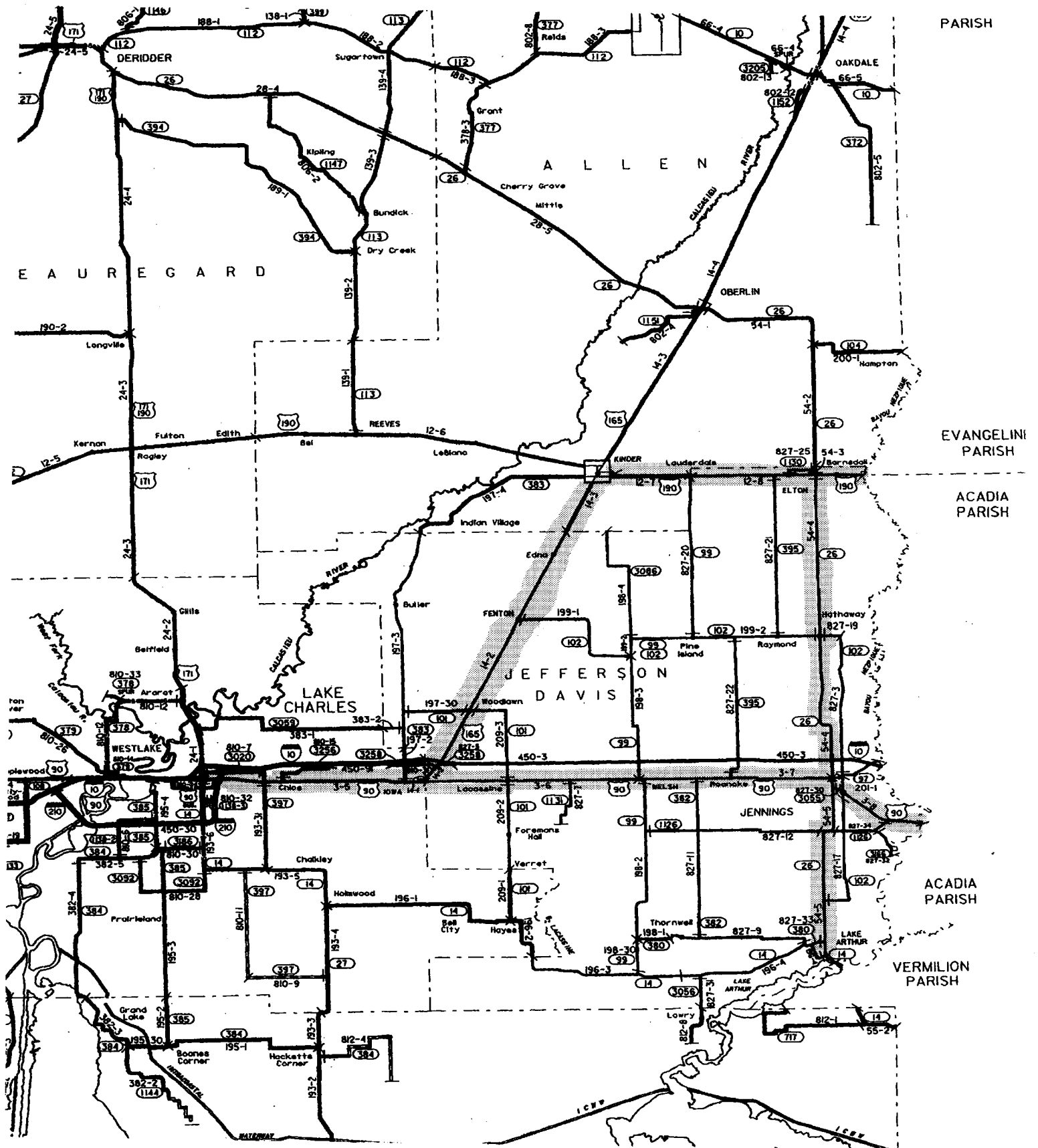
The bid bond will be written by a surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Louisiana by the Louisiana Department of Insurance and shall also

conform to the requirements of LSA-R.S. 48:253.

All signatures required on the renewal bond may be original, mechanical reproductions, facsimiles or electronic. Electronic bonds issued in conjunction with electronic bids must have written Departmental approval prior to use. The Department will make a listing of approved electronic sureties providers on the Bidx.com site.

10.3 Execution and Approval of Renewal Contracts: The renewal contract, satisfactory performance, payment, and retainage (if offered) bonds, proof of all required policies of insurance with minimum insurance coverages and all other required contract documents shall be properly executed and returned to the Department within 15 calendar days after transmission to the Contractor. If the contract is not executed by the Department within 20 calendar days following receipt of all required documents, the Contractor shall have the right to withdraw his offer without penalty.

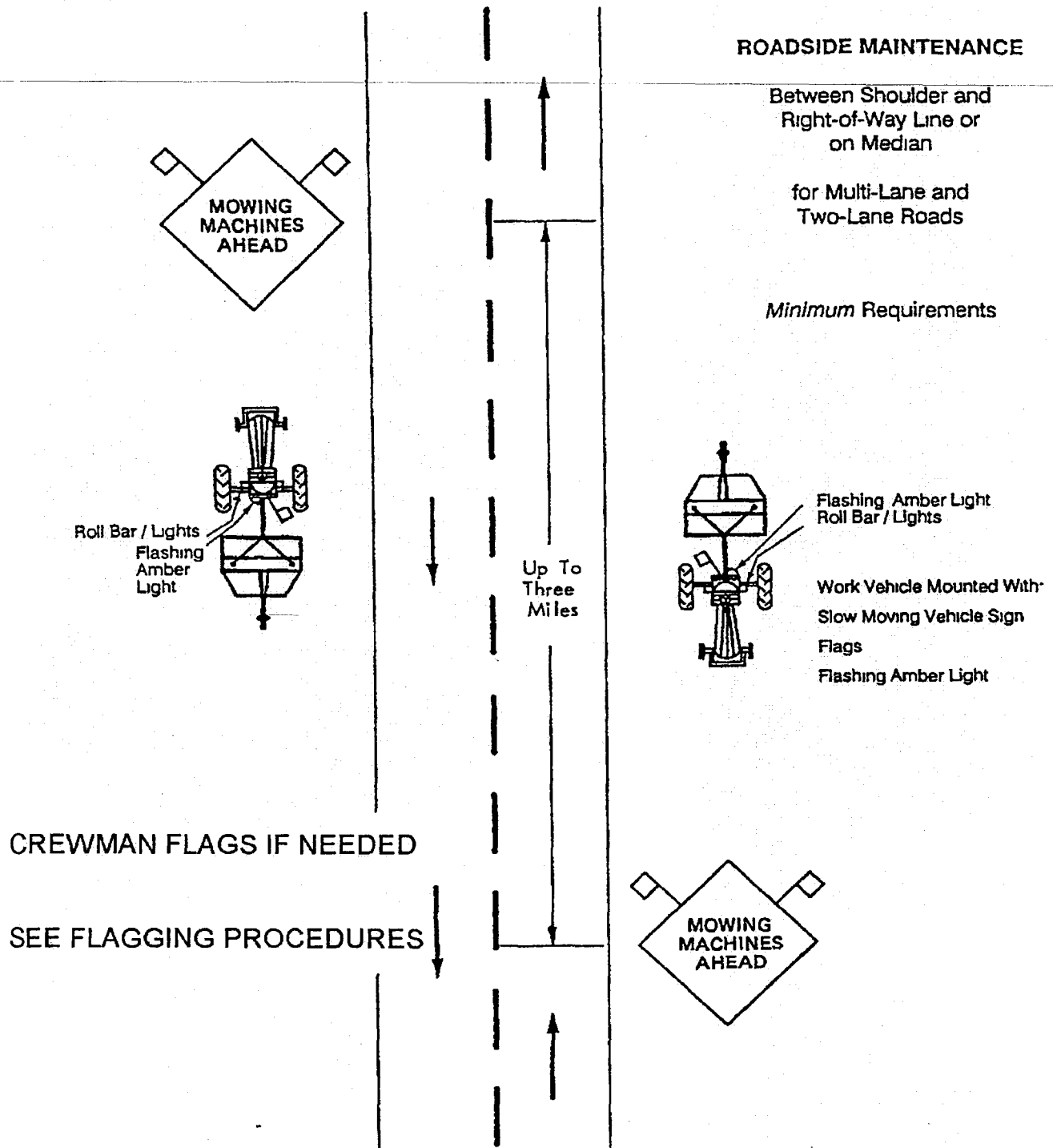
10.4 Failure to Execute a Renewal Contract and Bond(s): Failure by the bidder to execute the renewal contract, to provide satisfactory bonds, to provide proof of all required policies of insurance with minimum insurance coverage or any other required contract documents within 15 calendar days after the renewal contract has been mailed to the Contractor will be cause for Default under Article 8.6 (l), Disqualification under Article 8.7.1, and shall result in forfeiture of the renewal bond, which shall become the property of the Department not as a penalty, but in liquidation of damages sustained.



FOR INFORMATION ONLY

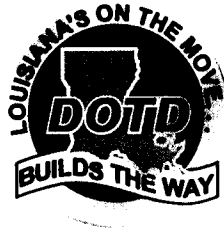
STATE PROJECT NO. 737-97-0039

CONTRACT MAINTENANCE MOWING
TRAFFIC CONTROL DETAIL



FOR INFORMATION ONLY

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**



**CONSTRUCTION PROPOSAL
RETURNABLES
FOR**

**STATE PROJECT NO. 737-97-0039
MAINTENANCE MOWING (MO)
ROUTES US 90, US 65, US 190, LA 14 AND LA 26
ALLEN, CALCASIEU AND JEFFERSON DAVIS PARISHES**

FOR INFORMATION ONLY

BID BOND

A Bid Bond is required when the bidder's total bid amount as calculated by the Department in accordance with Subsection 103.01 is greater than \$50,000. *(See Section 102 of the Project Specifications.)*

_____, as Principal (Bidder)
and _____, as Surety,
are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the Department) in the sum of five percent (5%) of the bidder's total bid amount as calculated by the Department for payment, of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, as solidary obligors.

Signed and sealed this _____ day of _____, 20_____.

The condition of this obligation is such that, whereas the Principal has submitted a bid to the Department on a contract for the construction of **STATE PROJECT NO.737-97-0039, MAINTENANCE MOWING AND LITTER COLLECTION DISTRICT 07 9MO), located in ALLEN, CALCASIEU AND JEFFERSON DAVIS PARISHES, ROUTES US 90, US 65, US 190, LA 14 AND LA 26**, if the bid is accepted and the Principal, within the specified time, enters into the contract in writing and gives bond with Surety acceptable to the Department for payment and performance of said contract, this obligation shall be void; otherwise to remain in effect.

Principal (Bidder or First Partner to Joint Venture)	If a Joint Venture, Second Partner
By _____	By _____
Authorized Officer-Owner-Partner	Authorized Officer-Owner-Partner
_____ Typed or Printed Name	_____ Typed or Printed Name

Surety	
By _____	(Seal)
Agent or Attorney-in-Fact	
_____ Typed or Printed Name	

To receive a copy of the contract and subsequent correspondence / communication from LA DOTD, with respect to the bid bonds, the following information must be provided:

_____ Bonding Agency or Company Name	_____ Address
_____ Agent or Representative	_____ Phone Number / Fax Number

07/07
Form CS-2A

FOR INFORMATION ONLY

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

DATE: 02/15/08 14:59 PAGE: 1

LEAD PROJECT: 737-97-0039
OTHER PROJECTS:

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-465 (A)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.003-05 (APPROX. 35.3 ACRES) DOLLARS CENTS
S-465 (B)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.003-06 (APPROX. 36.8 ACRES) DOLLARS CENTS
S-465 (C)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.003-07 (APPROX. 48.1 ACRES) DOLLARS CENTS
S-465 (D)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.003-08 (APPROX. 9.6 ACRES) DOLLARS CENTS
S-465 (E)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.012-07 (APPROX. 60.0 acres) DOLLARS CENTS
S-465 (F)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.012-08 (APPROX. 41.9 ACRES) DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 737-97-0039
OTHER PROJECTS:

DATE: 02/15/08 14:59 PAGE: 2

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-465 (G)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.014-01 (APPROX. 1.3 ACRES) DOLLARS CENTS
S-465 (H)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.014-02 (APPROX. 71.0 ACRES) DOLLARS CENTS
S-465 (I)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.014-03 (APPROX. 33.0 ACRES) DOLLARS CENTS
S-465 (J)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.054-04 (APPROX. 134.6 ACRES) DOLLARS CENTS
S-465 (K)	4.0	EACH	ONE CYCLE LITTER AND TRASH COLLECTION C.S.054-05 (APPROX. 38.6 ACRES) DOLLARS CENTS
S-466 (A)	4.0	EACH	ONE CYCLE MOWING C.S.003-05 (APPROX. 35.3 ACRES) DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 737-97-0039
OTHER PROJECTS:

DATE: 02/15/08 14:59 PAGE: 3

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-466 (B)	4.0	EACH	ONE CYCLE MOWING C.S.003-06 (APPROX. 36.8 ACRES) DOLLARS CENTS
S-466 (C)	4.0	EACH	ONE CYCLE MOWING C.S.003-07 (APPROX. 48.1 ACRES) DOLLARS CENTS
S-466 (D)	4.0	EACH	ONE CYCLE MOWING C.S.003-08 (APPROX. 9.6 ACRES) DOLLARS CENTS
S-466 (E)	4.0	EACH	ONE CYCLE MOWING C.S.012-07 (APPROX. 60.0 ACRES) DOLLARS CENTS
S-466 (F)	4.0	EACH	ONE CYCLE MOWING C.S.012-08 (APPROX. 41.9 ACRES) DOLLARS CENTS
S-466 (G)	4.0	EACH	ONE CYCLE MOWING C.S.014-01 (APPROX. 1.3 ACRES) DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 737-97-0039
OTHER PROJECTS:

DATE: 02/15/08 14:59 PAGE: 4

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-466 (H)	4.0	EACH	ONE CYCLE MOWING C.S.014-02 (APPROX. 71.0 ACRES) DOLLARS CENTS
S-466 (I)	4.0	EACH	ONE CYCLE MOWING C.S.014-03 (APPROX. 33.0 ACRES) DOLLARS CENTS
S-466 (J)	4.0	EACH	ONE CYCLE MOWING C.S.054-04 (APPROX. 134.6 ACRES) DOLLARS CENTS
S-466 (K)	4.0	EACH	ONE CYCLE MOWING C.S.054-05 (APPROX. 38.6 ACRES) DOLLARS CENTS

CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

THIS FORM, THE SCHEDULE OF ITEMS, AND THE PROPOSAL GUARANTY MUST BE COMPLETED AS INDICATED AND SUBMITTED TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD) TO CONSTITUTE A VALID BID

STATE PROJECT NO. 737-97-0039

FEDERAL AID PROJECT NO(S). N/A

NAME OF PROJECT MAINTENANCE MOWING AND LITTER COLLECTION DISTRICT 07 (MO)

I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAREFULLY EXAMINED THE PROPOSAL, PLANS AND SPECIFICATIONS, INCLUDING ANY AND ALL ADDENDA, AND THE SITE OF THE ABOVE PROJECT AND AM (ARE) FULLY COGNIZANT OF ALL PROPOSAL DOCUMENTS, THE MASTER COPY OF WHICH IS ON FILE AT DOTD HEADQUARTERS IN BATON ROUGE, LA., AND ALL WORK, MATERIALS AND LABOR REQUIRED THEREIN, AND AGREE TO PERFORM ALL WORK, AND SUPPLY ALL NECESSARY MATERIALS AND LABOR REQUIRED FOR SUCCESSFUL AND TIMELY COMPLETION OF THE ABOVE PROJECT AND TO ACCEPT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS ATTACHED HERETO AND MADE A PART HEREOF MULTIPLIED BY THE ACTUAL QUANTITY OF UNIT OF MEASURE PERFORMED FOR EACH ITEM, AS AUDITED BY DOTD, AS FULL AND FINAL PAYMENT FOR ALL WORK, LABOR AND MATERIALS NECESSARY TO COMPLETE THE ABOVE PROJECT, SUBJECT TO INCREASE ONLY FOR PLAN CHANGES (CHANGE ORDERS) APPROVED BY THE DOTD CHIEF ENGINEER OR HIS DESIGNEE. THIS BID IS SUBMITTED IN ACCORDANCE WITH THE GENERAL BIDDING REQUIREMENTS IN THE CONSTRUCTION PROPOSAL AND ALL SPECIAL PROVISIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS, AND THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2006 EDITION). I (WE) UNDERSTAND THAT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS MULTIPLIED BY THE ESTIMATED QUANTITY OF UNIT OF MEASURE FOR EACH ITEM, ALONG WITH ANY OTHER FACTORS SPECIFIED TO BE APPLICABLE SUCH AS CONSTRUCTION TIME AND/OR LANE RENTAL, SHALL BE THE BASIS FOR THE COMPARISON OF BIDS. I (WE) UNDERSTAND THAT THE SCHEDULE OF ITEMS MUST CONTAIN UNIT PRICES WRITTEN OUT IN WORDS AND THAT THE SCHEDULE OF ITEMS SUBMITTED AS PART OF THIS BID IS ON THE FORM SUPPLIED BY DOTD IN THE BID PROPOSAL. MY (OUR) PROPOSAL GUARANTY IN THE AMOUNT SPECIFIED FOR THE PROJECT IS ATTACHED HERETO AS EVIDENCE OF MY (OUR) GOOD FAITH TO BE FORFEITED IF THIS BID IS ACCEPTED BY DOTD AND I (WE) FAIL TO COMPLY WITH ANY REQUIREMENT NECESSARY FOR AWARD AND EXECUTION OF THE CONTRACT, AS WELL AS, SIGN AND DELIVER THE CONTRACT AND PAYMENT/PERFORMANCE/RETAINAGE BOND AS REQUIRED IN THE SPECIFICATIONS.

NONCOLLUSION DECLARATION (APPLICABLE TO FEDERAL-AID PROJECTS)

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF LOUISIANA THAT I (WE) HAVE NOT DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE CONTRACT FOR THIS PROJECT NOR VIOLATED LA. R.S. 48:254.

BIDDER'S DBE GOAL STATEMENT (APPLICABLE TO DBE GOAL PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL PROJECT IN ACCORDANCE WITH THE DBE PROVISIONS OF THIS CONTRACT, THE BIDDER ASSURES DOTD THAT HE/SHE WILL MEET OR EXCEED THE DBE CONTRACT GOAL, OR IF THE BIDDER CANNOT MEET THE REQUIRED DBE GOAL, THE BIDDER ASSURES DOTD THAT HE/SHE HAS MADE AND CAN DOCUMENT GOOD FAITH EFFORTS MADE TOWARDS MEETING THE GOAL REQUIREMENT IN ACCORDANCE WITH THE CONTRACT AND DBE PROGRAM MANUAL INCORPORATED HEREIN BY REFERENCE.

THE APPARENT LOW BIDDER SHALL COMPLETE AND SUBMIT TO THE DOTD COMPLIANCE PROGRAMS OFFICE, FORM CS-6AAA AND ATTACHMENT(S) AND, IF NECESSARY, DOCUMENTATION OF GOOD FAITH EFFORTS MADE BY THE BIDDER TOWARD MEETING THE GOAL, WITHIN TEN BUSINESS DAYS AFTER THE OPENING OF BIDS FOR THIS PROJECT. RESPONSIVENESS OF INFORMATION SUPPLIED IN THIS SECTION OF THIS CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM IS GOVERNED BY THE DBE REQUIREMENTS INCLUDED WITHIN THE SPECIFICATIONS AND DBE PROGRAM MANUAL.

CERTIFICATION OF EMPLOYMENT OF LOUISIANA RESIDENTS TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECTS (APPLICABLE TO TIME PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECT AS DEFINED IN ACT NO. 16 OF THE 1989 FIRST EXTRAORDINARY SESSION OF THE LEGISLATURE WHICH ENACTED PART V OF CHAPTER 7 OF SUBTITLE II OF TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, COMPRISED OF R.S. 47:820.1 THROUGH 820.6.

THE BIDDER CERTIFIES THAT AT LEAST 80 PERCENT OF THE EMPLOYEES EMPLOYED ON THIS TIME PROJECT WILL BE LOUISIANA RESIDENTS IN ACCORDANCE WITH LOUISIANA R.S. 47:820.3.

NON PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS BEING SUBJECT TO PAYMENT ADJUSTMENT FOR ASPHALT CEMENT AND/OR FUELS, THE BIDDER HAS THE OPTION OF REQUESTING EXCLUSION FROM SAID PAYMENT ADJUSTMENT PROVISIONS THAT ARE ESTABLISHED BY SPECIAL PROVISION ELSEWHERE HEREIN.

IF THE BIDDER DESIRES TO BE EXCLUDED FROM THESE PAYMENT ADJUSTMENT PROVISIONS,

THE BIDDER IS REQUIRED TO MARK HERE ☐

FAILURE TO MARK THIS BOX PRIOR TO BID OPENING WILL CONSTITUTE FORFEITURE OF THE BIDDER'S OPTION TO REQUEST EXCLUSION.

CS-14A

08/06

FOR INFORMATION ONLY

BIDDER SIGNATURE REQUIREMENTS (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

(Name of Principal (Individual, Firm, Corporation, or Joint Venture))

(If Joint Venture, Name of First Partner)

(Louisiana Contractor's License Number of Bidder or First Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

(If Joint Venture, Name of Second Partner)

(Louisiana Contractor's License Number of Second Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

ACTING ON BEHALF OF THE BIDDER, THIS IS TO ATTEST THAT THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE CAPTIONED FIRM, CORPORATION OR BUSINESS, BY SUBMISSION OF THIS BID, AGREES AND CERTIFIES THE TRUTH AND ACCURACY OF ALL PROVISIONS OF THIS PROPOSAL, INCLUSIVE OF THE REQUIREMENTS, STATEMENTS, DECLARATIONS AND CERTIFICATIONS ABOVE AND IN THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY. EXECUTION AND SIGNATURE OF THIS FORM AND SUBMISSION OF THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY SHALL CONSTITUTE AN IRREVOCABLE AND LEGALLY BINDING OFFER BY THE BIDDER.

(Signature)

(Printed Name)

(Title)

(Date of Signature)

(Signature)

(Printed Name)

(Title)

(Date of Signature)

CONTRACTOR'S TOTAL BASE BID \$ _____

IT IS AGREED THAT THIS TOTAL, DETERMINED BY THE BIDDER, IS FOR PURPOSES OF OPENING AND READING BIDS ONLY, AND THAT THE LOW BID FOR THIS PROJECT WILL BE DETERMINED FROM THE EXTENSION AND TOTAL OF THE BID ITEMS BY DOTD.

CS-14AA
08/06

FOR INFORMATION ONLY