



SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

**THIS AGREEMENT** is by and between City of West Monroe  
(hereinafter called OWNER) and \_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the existing North 3<sup>rd</sup> City Street in West Monroe, Louisiana including milling, patching, and overlay with sidewalk improvements.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

North 3<sup>rd</sup> Street Improvements  
West Monroe, Louisiana

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by:

Lazenby & Associates, Inc.  
2000 North 7<sup>th</sup> Street  
West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4 - CONTRACT TIMES**

### *4.01 Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### *4.02 Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

### *4.03 Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$330.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$330.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

## **ARTICLE 6 - PAYMENT PROCEDURES**

### *6.01 Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### *6.02 Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 % of Work completed (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### *6.03 Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### **8.01 *Contents***

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive);
  2. Performance Bond (pages 1 to 4, inclusive);
  3. Payment Bond (pages 1 to 4, inclusive);
  4. General Conditions (pages 1 to 42, inclusive);
  5. Supplementary Conditions (pages 1 to 11, inclusive);
  6. Specifications as listed in the table of contents of the Project Manual;
  7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: North 3<sup>rd</sup> Street Improvements;
  8. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive);
  9. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (1 page);
- b. CONTRACTOR's Bid (pages 1 to 4, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 9 - MISCELLANEOUS**

### *9.01 Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### *9.02 Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *9.03 Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### *9.04 Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of West Monroe \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Staci Albritton Mitchell, Mayor

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

2305 North 7<sup>th</sup> Street \_\_\_\_\_

\_\_\_\_\_

West Monroe, Louisiana 71291 \_\_\_\_\_

\_\_\_\_\_

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

Designated Representative:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Staci Albritton Mitchell \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

Address: 2305 North 7<sup>th</sup> Street \_\_\_\_\_

Address: \_\_\_\_\_

West Monroe, Louisiana 71291 \_\_\_\_\_

\_\_\_\_\_

Phone: (318) 396-2600 \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

END OF DOCUMENT

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of West Monroe  
2305 North 7<sup>th</sup> Street  
West Monroe, LA 71291

BID FOR: North 3<sup>rd</sup> Street Improvements  
(Natchitoches St. - Park St.)  
West Monroe, Louisiana  
L&A, Inc. Project No. 23E066.00

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Lazenby & Associates, Inc. and dated: February 22, 2024

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) N/A

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:  
Five hundred forty thousand, five hundred eighty six and 20/100 Dollars (\$ 514,586.20)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
N/A Dollars (\$ \_\_\_\_\_)

NAME OF BIDDER: Bentz Construction Group, LLC

ADDRESS OF BIDDER: PO Box 2994  
West Monroe, LA 71294 318-372-9458

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 64911

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Tiffany Bentz

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: Tiffany Bentz

DATE: 05/28/2024

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe  
2305 North 7th Street  
West Monroe, LA 71291  
*(Owner to provide name and address of owner)*

BID FOR: North 3rd Street Improvements  
(Natchitoches St. - Park St.)  
West Monroe, Louisiana  
L&A, Inc. Project No. 23E066.00  
*(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Removal of Structures and Obstructions					
202-01-00100		LUMP	Lump Sum	4,150.00	4,150.00
Removal of Asphalt Drives					
202-02-02060		37	Square Yard	28.00	1,036.00
Removal of Concrete Combination Curb & Gutter					
202-02-06080		903	Linear Foot	22.00	19,866.00
Removal of Concrete Walks And Drives					
202-02-06100		357	Square Yard	30.00	10,710.00
Traffic Maintenance Aggregate (Vehicular Measurement)					
402-01-00100		52	Cubic Yard	150.00	7,800.00
Superpave Asphaltic Concrete					
502-01-00100		412.0	Ton	354.00	145,848.00
Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous					
502-01-00200		11.3	Ton	354.00	4,000.20
Cold Planing Asphaltic Pavement					
509-01-00100		1,793	Square Yard	14.00	25,102.00

Wording for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.



# LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe  
 2305 North 7th Street  
 West Monroe, LA 71291

(Owner to provide name and address of owner)

BID FOR: North 3rd Street Improvements  
 (Natchitoches St. - Park St.)  
 West Monroe, Louisiana  
 L&A, Inc. Project No. 23E066.00

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		Full Depth Patching of Jointed Concrete Pavement (6" Thick)		UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	
602-05-03040	448	Square Yard	113.00	52,864.00
Storm Drain Pipes (12" CPPPDW)				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-01000	91	Linear Foot	129.00	11,748.00
Concrete Collar				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
701-15-00100	2	Each	2,000.00	4,000.00
Catch Basins (CB-06)				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
702-03-00500	3	Each	7,700.00	23,100.00
Adjusting Manholes				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
702-04-00100	1	Each	3,800.00	3,800.00
Concrete Walk (4" Thick)				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
706-01-00100	68	Square Yard	140.00	9,520.00
Concrete Drive (6" Thick)				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
706-02-00200	289	Square Yard	140.00	40,460.00
Handicapped Curb Ramps				
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # _____		UNIT PRICE		UNIT PRICE EXTENSION (Quantity times Unit Price)
706-04-00100	6	Each	2,785.00	16,710.00

wording for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe  
2305 North 7th Street  
West Monroe, LA 71291

*(Owner to provide name and address of owner)*

BID FOR: North 3rd Street Improvements  
(Natchitoches St. - Park St.)  
West Monroe, Louisiana  
L&A, Inc. Project No. 23E066.00

*(Owner to provide name of project and other identifying information)*

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
707-01-00200		1030	Linear Foot	50.00	51,900.00
Concrete Curb (Barrier)					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
713-01-00100		LUMP	Lump Sum	10,000.00	10,000.00
Temporary Signs and Barricades					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-00100		LUMP	Lump Sum	24,000.00	24,000.00
Mobilization					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
741-11-00100		1	Each	2,000.00	2,000.00
Adjusting Water Valve					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-500-00340		6118	IN.-L.F.	4.00	24,472.00
Saw Cutting Asphaltic Concrete Pavement					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-001		LUMP	Lump Sum	8,000.00	8,000.00
Final Cleanup and Erosion Control					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-002		2	Each	2,000.00	4,000.00
Roof Drain Curb Cut					
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.					
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.					

Wording for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND

Date: 3-28-24

KNOW ALL MEN BY THESE PRESENTS:

That Bentz Construction Group, LLC of West Monroe, LA, as Principal, and The Gray Casualty & Surety Company, as Surety, are held and firmly bound unto the City of West Monroe (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

West Monroe, N.3rd. St. Improvements

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Bentz Construction Group, LLC

PRINCIPAL (BIDDER)

The Gray Casualty & Surety Company

SURETY

BY: Tiffanie Bentz  
AUTHORIZED OFFICER-OWNER-PARTNER  
Tiffanie Bentz, Managing Member

BY: Joe Newton  
AGENT OR ATTORNEY-IN-FACT (SEAL)  
Joe Newton, Attorney-in-Fact

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Principal: Beatz Construction Group, LLC

**Project:** West Monroe, N.3rd. St. improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joe Newton, Randy Graham, Jerry Houston, Brandon Newton, Layne A. Clark, Cullen Clark, and Linda A. Gortemiller of Ruston, Louisiana jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of March, 2024

*Mark S. Mangano*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of March, 2024

*Leigh Anne Henican*



## RESOLUTION

BE IT RESOLVED by the Member of **Bentz Construction Group, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, and domiciled in Ouachita Parish that **Tiffanie G. Bentz**, Manager and only Member of said company is hereby authorized and empowered to execute any and all Contracts and Assignment of Subcontracts.

## CERTIFICATE

I, **Tiffanie Bentz**, do hereby certify that the foregoing resolution is a true and exact copy adopted by the Member of said company and that said resolution is duly entered into the records of said company; that it has not been rescinded or modified; and that it is now in full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said company on this 28th day of March 2024.

  
\_\_\_\_\_  
Tiffanie Bentz

SECTION 00 61 16

North 3<sup>rd</sup> Street Improvements  
NAME OF PROJECT

23E066.00  
PROJECT NUMBER

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

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

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

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

Bentz Construction Group, LLC  
NAME OF BIDDER

Tiffanie Bentz  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

03/28/2024  
DATE

President  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

Tiffanie Bentz  
SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER