

## **SECTION 00 52 43**

## AGREEMENT FORM - UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
Thereinafter called OWNER) and Amethyst Construction, Inc.
Thereinafter 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 city street in West Monroe, Louisiana including Milling, Patching and Asphaltic Concrete overlay with ancillary items.
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:
Constitution Drive 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 <u>45</u> 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 <u>75</u> 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 \$1,500.00 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 \$1,500.00 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**

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- 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: Constitution Drive 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.

Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf. the Agreement). CONTRACTOR: OWNER: City of West Monroe By: Staci Albritton Mitchell, Mayor [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 License No. (Where applicable) evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.) Agent for service of process: (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.) Designated Representative: Designated Representative: Name: Staci Albritton Mitchell Name: Title: Mayor Address: 2305 North 7th Street Address: West Monroe, Louisiana 71291 Phone: (318) 396-2600 Phone: Facsimile: Facsimile:

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

END OF DOCUMENT

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:	City of West Monroe	BID FOR: Constitution Drive Improvements
	2305 North 7th Street	(Short Constitution DrCommercial Pkwy.)
	West Monroe, LA 71291	West Monroe, Louisiana
		L & A. Inc. Project No. 24E105.00
Documaddendapplian complements Bidder Designation TOTA Bid" *	nents, b) has not received, relied on, or had, c) has personally inspected and is farmaces and facilities as required to perform of the referenced project, all in strict and dated: March 26, 2025  s must acknowledge all addenda. The er has assigned to each of the addenda that the LBASE BID: For all work require but not alternates) the sum of:  March 26, 2025	represents that she/he: a) has carefully examined and understands the Bidding based his bid on any verbal instructions contrary to the Bidding Documents or any niliar with the project site, and hereby proposes to provide all labor, materials, tools, orm, in a workmanlike manner, all work and services for the construction and accordance with the Bidding Documents prepared by: I. azenby & Associates. Inc.  Bidder acknowledges receipt of the following ADDENDA: (Enter the number the e Bidder is acknowledging)  ded by the Bidding Documents (including any and all unit prices designated "Base Thomas I Described Services for Alternates including any and all unit prices
	ated as alternates in the unit price descrip	
Altern	ate No. 1(Owner to provide description of alten	nate and state whether add or deduct) for the lump sum of:
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		rnate and state whether add or deduct) for the lump sum of:
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NAM)	E OF BIDDER: Amethys	t Construction, Inc
ADDF	ESS OF BIDDER: 215 Fal	ustrial Parkway
	Wrst N	Monroe, LA 7/291
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		BILL
SIGN.	ATURE OF AUTHORIZED SIGNAT	FORY OF BIDDER **:
DATE	± <u>5-22-25</u>	
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THE	FOLLOWING ITEMS AKE TO	BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA

- UNIFORM PUBLIC WORK BID FORM:
- \* The <u>Unit Price Form</u> 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.

BID FOR: Constitution Drive Improvements	(Short Constitution DrCommercial Pkwy.)	West Monroc, Louisiana	L&A, Inc. Project No. 24E105.00	(Owner to provide name of project and other tdentlying information)	II be stated in figures and only in figures.	ES & OBSTRUCTIONS	UNIT PRICE EXTENSION (Quantity times Unit Price)	12 000.00	AVATION	UNIT PRICE EXTENSION (Quantity times Unit Price)	472, 198.00		UNIT PRICE EXTENSION (Quantity times Unit Price)	#82, 550,00	E OR RECYCLED PORTLAND CEMENT CONCRETE)	UNIT PRICE EXTENSION (Quantily times Unit Price)
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TO: City of West Monroe	2305 North 7th Street	West Monry		(Owner to provi	UNIT PRICES: 1	DESCRIPTION:	REF NO.	202-01-00100	DESCRIPTION:	REF. NO.	203-01-00100	DESCRIPTION	REF. NO.	203-03-00100	DESCRIPTION:	RER NO.

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302-02-12070	2,078.2	SQUARE YARD	155.00	#114, 301.00
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REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
401-02-00100	78	CUBIC YARD	#175.00	#13, 650,00
DESCRIPTION	DESCRIPTION: B Base Bid or D Ait.#	thomas	TRAFFIC MAINTENANCE SURFACING (AGGREGATE) (VEHICULAR MEASUREMENT)	TE) (VEHICULAR MEASUREMENT)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNITPRICE	UNIT PRICE EXTENSION (Quantity, times Unit, Price).
402-01-00101	25	CUBIC YARD	\$225,00	45,625,00
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CLASS II BASE COURSE (12" THICK)(CRUSHED STONE OR RECYCLED PORTLAND CEMENT CONCRETE)

UNIT PRICE

UNIT PRICE

UNIT PRICE EXTENSION (Quantity) times Unit Price)

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862

#42.00

SQUARE YARD

1,490.3

302-02-08570

UNITOFMEASURE SQUARE YARD

QUANTITY /

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 FOR: Constitution Drive Improvements	(Short Constitution DrCommercial Pkwy.) West Mouroe 1 quisiane	L&A, Inc. Project No. 24E105.00	Owner to provide name of project and other identifying information)	shall be stated in figures and only in figures.	MILLING ASPHALT PAVEMENT	UNIT PRICE EXTENSION (Quantity times Unit Price)	874,754,00	NCH MINIMIM THICKNESS)	UNIT PRICE EXTENSION (Quantity tinies, Unit Price)	#328, 090.00	COMBINATION CONCRETE CURBE AND GITTTER	UNIT PRICE EXTENSION (Quantity times Unit Price)	\$2,870.00	AND BARRICADES	UNIT PRICE EXTENSION (Quantity times. Unit Price)	\$140,000.00	F MARKINGS (8" WIDTH)	i UNITERICE EXTENSION (Quantity times Unit Price)	4/36.50	MARKINGS (24" WIDTH)	UNIT-PRICE EXTENSION (Quantity times Unit Price)	#810,00	SROKEN LINE) (4" WIDTH) (4' LENGTH)	WIT PRICE EXTENSION (Quantity times Unit Price)	13, 717,00	CINGS (SOLID LINE)(4" WIDTH)	UNIT PRICE EXTENSION (Quantity times Unit Price)	
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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 FOR: Constitution Drive Improvements	(Short Constitution DrCommercial Pkyyy)	West Monroe, Louisiana	L&A, Inc. Project No. 24E105.00	(Owner to provide name of project and other identifying information)
TO: City of West Monroe	2305 North 7th Street	West Monroc, LA 71291		(Owner to provide name and address of owner)

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.

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BID FOR: Constitution Drive Improvements (Short Constitution Dr. Commercial Blance)	(Short Constitution DrCommercial Pkwy.)	West Monroe, Louisiana	L&A, Inc. Project No. 24E105.00	( Owner to provide name of project and other identifying information)	be stated in figures and only in figures.	AND SYMBOLS (ONLY)	UNIT PRICE EXTENSION (Quantity times Unit Price)	. 725.00	ILAYOUT	UNIT PRICE EXTENSION (Quantity times Unit Price)	00.000,000	ONCRETE PAVEMENT	UNIT PRICE EXTENSION (Quantity times Unit Price)	42,079,00	ROSION CONTROL	UNIT PRICE EXTENSION (Quantity times Unit Price)	#22,000.00		UNIT PRICE EXTENSION (Quantity times Unit Price)	#1,500.00		UNIT PRICE EXTENSION (Quantity times Unit Price)		UNIT PRICE EXTENSION (Quantity times Unit Price)
BID FOR:					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.	PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ONLY)	UNITPRICE	#726.00	CONSTRUCTION LA YOUT	UNIT PRICE	40,000,00	SAW CUTTING ASPHALT CONCRETE PAVEMENT	UNITPRICE	2,75	FINAL CLEAN UP AND BROSION CONTROL	UNITPRICE	422,000.00	PROJECT SIGN	UNITARICE	1,500,00		UNITPRICE		UNITPRICE
				ner)	for any and all work required by t	#.	UNITIOF MEASURE	EACH	#	UNIT OF MEASURE	LUMP SUM	#	UNITIONWEASURE	IN,-LIN,FT.	#	UNIT OF MEASURE	LUMP SUM	#	UNITIOFMEASURE	EACH	#	UNITORMEASURE	#.	UNIT OF MEASURE
City of West Monroe	2305 North 7th Street	West Monroe, LA 71291		Owner to provide name and address of on	PRICES: This form shall be use	RIPTION: S Base Bid or C All	SE NO. 1	04-15020	RIPTION:    Base Bid or    Al	SP. NO.	00100-10	REPTION: S Base Bid or C Alt	JE, NO.	00-00340 756	RIPTION: A Base Bid or A	QUANTITY	3-001 100%	RIPTION   Base Bid or   Alt	JF. NO.	3-002	RIPTION D Base Bid or D Ale	E NO . QUANTITY	DESCRIPTION:   D Base Bid or D All.#	REF. NO.
TO: City of West Monroe	2305 North 7th Street	West Monroe, LA 71291		(Owner to provide name and address of ownier)	UNIT PRICES: This form shall be used for any and all we	DESCRIPTION:   G Base Bid or C Alt. #		732-04-15020 I EAC	DESCRIPTION:			DESCREETION:			DESCRIPTION: G Base Bid or G Alt. #			DESCRIPTION: The Base Bid or DAIL!		S-002 1 EAC	DESCRIPTION:   D Base Bid or D Alt #		DESCRIPTION: IT Base Bid or IT All #	DESCRIPTIONS TO DESCRIPTION OF THE REAL PROPERTY OF

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.

UNIT PRICE EXTENSION (Quantity times Unit Price)

· UNIT PRICE

UNIT OF MEASURE

☐ Base Bid or ☐ Alt.# QUANTITY

DESCRIPTION:

REF. NO.

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<del>7</del>	Name	of Proje	ct d		
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PARISH OF	0.	eachite	<b>6.</b> .		

### ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

## LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
  - (a) Public bribery (R.S. 14:118)
- (c) Extortion (R.S. 14:66)
- (b) Corrupt influencing (R.S. 14:120)
- (d) Money laundering (R.S. 14:230)
- 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)

## LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

## Constitution Drive Improvem +s Name of Project

## LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

Amethyst Constan	tran I Benjamin L Holdner
NAME OF BIDDER	NAME OF AUTHORIZED SIGNATORY OF BIDDER
5-22-25	Vier Regidant
DATE	TITLE OF AUTHORIZED SIGNATORY OF BIDDER
	SIGNATURE OF AUTHORIZED
	SIGNATORY OF BIDDER

Sworn to and subscribed before me by Affiant on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_2s

Notary Public



## RESOLUTION

BE IT RESOLVED by the Board of Directors of Amethyst

Construction, Inc., a corporation organized and existing under
the laws of the State of Louisiana, and domiciled in Ouachita

Parish that Benjamin L Holdman, Vice President of the

Corporation is hereby authorized and empowered to execute any
and all Contracts and Assignment of Subcontracts.

## CERTIFICATE

I, Rachal Holdman, Secretary of Amethyst Construction, Inc., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 27<sup>th</sup> day of January 2025, and that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; ad that it is now if full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation on this 22-11-15 may 2025.

Rachal Holdman Secretary

## **SECTION 00 43 13**

## BID BOND

BIDDER (Name and Address):	
Amethyst Construction, Inc.	
215 Industrial Parkway	
West Monroe, LA 71291	
SURETY (Name and Address of Principal Place of B	
Merchants Bonding Company (Mutua	
P.O. Box 14498	
Des Moines, IA 50306	
OWNER (Name and Address):	
Ola, a Calling a Commen	
2305 North 7th Street	
West Monroe, LA 71291	
West Monroe, LA /1291	
BID	
BID DUE DATE: May 22, 2025	
PROJECT (Brief Description Including Location):	
Constitution Drive Improvements	
West Monroe, Louisiana	L&A, Inc. Project No. 24E105.00
BOND	
BOND NUMBER: N/A	
DATE (Not later than Bid due date): May 22, 202	5
PENAL SUM: Five Percent of Amount	nt Bid 5% of Amount Bid
(Words)	(Figures)
IN WITNESS WHEREOF, Surety and Bidder, intended printed on the reverse side hereof, do each cause this I authorized officer, agent, or representative.	
BIDDER	SURETY
Amethyst Construction, Inc. (Seal)	Merchants Bonding Company (Mutual) (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
San Strain Strain	A L
By: DN ///	By: / +
	Signature and Title Anthony J. Kennedy,
Signature and Title Benjamin L. Høldrikn, Vice President	(Artach Power of Attorney) Attorney-in-Fact
	al a como O A Ma
Attest:	Attest: MWX SVX UV
Signature and Title	(Signatuke) and Title
Rachel Holdon Socretary	Alyssa Scallan, Bond Assistant
• ,	
Note: (1) Above addresses are to be used for gi	
	ety, OWNER or other party shall be considered
plural where applicable.	$\Lambda - L$
	Countersignature
	Anthony J. Kerinedy, LA Resident Agent
	, V —
	Bid Bond
	00 43 13 - 1

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
- 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
- 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- The term "Bid" as used herein includes a Bid, offer or proposal as applicable.
   END OF DOCUMENT



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d'b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually.

Alyssa Houston Scallan; Anthony J Kennedy; Jack B Stehr Jr; Stormy M Chambliss

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July 2024

TIONAL OF THE COMPANY OF THE COMPANY

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Notary Public

/ President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву



### Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22ndday of May

2025



## CERTIFICATION AS TO CORPORATE PRINCIPAL

I, Rackel Heldan , certify that I am the Secretary of the												
Corporation named as Principal in the within bond; that Besieve L. Holdner who												
signed the said bond on behalf of the Principal, was then												
of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that												
said bond was duly signed, sealed, and attested to on behalf of said Corporation by authority of this												
governing body. (Corporate Seal)												
Title: Seece to cy												
CERTIFICATE AS TO SURETY												
I, Anthony J. Kennedy , certify that I am the Anthony J. Kennedy ,												
Attorney-in-Fact , of the Surety who signed the bond. I certify that we are licensed												
to do business in the State of Louisiana and are currently recognized by the U.S. Department of the												
Treasury as acceptable sureties.												
Anthony J. Kezinedy, Attorney-in-Fact												

Power of Attorney for person signing for surety company must be attached to the bond.

## ADDENDUM NO. 1 TO BIDDING DOCUMENTS

ADDENDUM NO. 1

DATE: May 8, 2025

PROJECT:

**Constitution Drive Improvements** 

DRA Project No. LA-7332 West Monroe, Louisiana

L&A, Inc. Project No. 24E105.00

NOTICE TO ALL BIDDERS: This Addendum modifies or interprets the Bidding Documents for the above Project and becomes part of the Contract Documents when the Construction Contract is executed. Although the Engineer will endeavor to provide copies of this Addendum to all who received Bidding Documents, it shall be the responsibility of the Bidders (for the Prime or General Contractor) to advise all Parties (including Subcontractors, Suppliers, and Others) affected by the modifications or interpretations included in this Addendum.

Item 1 - The date for receipt of bids has been changed. The bid opening previously scheduled for May 8, 2025, has been rescheduled to May 22, 2025, at 10:00 A.M. local time. The location of the bid opening will remain unchanged and take place at the City of West Monroe Council Chambers, located at 2305 North 7th Street, West Monroe, LA 71291.

## END OF ADDENDUM NO. \_1

This Addendum consists of one (1) page

Joshua D. Hays, P.E., M.S.C.E. LAZENBY & ASSOCIATES, INC.

## BID TABULATION

Constitution Drive Improvements (Short Constitution Drive - Commercial Parkway)

City of West Monroe L & A PROJECT NO. 24E105.00 May 22, 2025

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	1	Engineer's Estimate	UNIT PRICE EXTENSION	200	\$10,000.00	ļ		\$81,966.50	\$147,552.20	\$12,870.00	\$3,025.00	\$559,580.50	\$62,295.00	\$251,790.00	\$1,470.00	\$60,000.00				\$3			\$1			\$8,100.00	\$15,458.40	\$450.00	\$500.00	83			\$1,500.00	64 500 477 80	0.774,080,14	N/A
	1	Engineer	UNIT PRICE		\$10,000.00	\$31.00	\$44.00	\$55.00	\$71.00	\$165.00	\$121.00	\$215,00	\$7.50	\$165.00	\$105.00	\$60,000,00	\$0.45	\$0.55	\$678,50	\$780.00	\$35.00	\$25,00	\$164,000.00	\$8.25	\$8.50	\$20,00	\$7,200.00	\$450.00	\$500.00	\$35,000.00	\$3.00	\$7,000.00	\$1,500.00			
	truction	y, LLC	EXTENSION		\$15,000.00	\$120,330.00	\$107,315.00	\$96,869.50	\$187,038.00	\$7,800,00	\$5,000.00	\$585,607.50	\$83,060,00	\$335,720.00	\$2,100.00	\$75,000.00	\$585.00	\$2,430.00	\$185.85	\$5,152,80	\$50.00	\$50.00	\$175,000.00	\$4,930.00	\$1,755.00	\$10,125.00	\$21,470.00	\$600.00	\$600.00	\$20,000.00	\$4,536.00	\$30,000.00	\$2,500.00	1000000	\$1,900,009,05	\$1,900,809.65
	D&J Construction	Company, LLC	UNIT PRICE EXTENSION		\$15,000.00	\$45.00	\$65.00	\$65.00	\$90,00	\$100.00	\$200.00	\$225.00	\$10.00	\$220,00	\$150,00	\$75,000,00	\$1.50	\$3.00	\$350.00	\$1,200.00	\$50,00	\$50.00	\$175,000.00	\$10.00	\$9.00	\$25.00	\$10,000.00	\$600.00	\$600.00	\$20,000.00	\$6.00	\$30,000.00	\$2,500.00			
	onstruction		EXTENSION		\$17,000.00	\$112,308.00	\$140,335.00	\$134.127.00	\$228,602.00	\$27,300.00	\$3.875.00	\$494,513.00	\$58,142.00	\$221,270,00	\$1.400.00	\$24,000.00	\$97.50	\$607.50	\$81.77	\$3.864.80	\$25.00	\$75.00		\$2,465.00	\$975.00	\$7,290.00	\$10,735.00	\$450.00	\$650.00	\$18,000.00	\$1,890,00	\$35,000.00	\$8,000.00		\$1,723,078.37	\$1 723.078.37
	Diamond B Construction	=	UNIT PRICE		\$17,000.00	\$42.00	\$85.00	00 063	\$110.00	\$350.00	\$155.00	\$190.00	\$7.00	\$145.00	\$100.00	\$24 000 00	\$0.25	\$0.75	\$154.00	\$900.00	\$25.00	875.00	\$170,000,00	\$5.00	\$5.00	\$18.00	\$5,000.00	\$450.00	\$650.00	\$18,000.00	\$2.50	\$35,000,00	\$8,000,00			
	nstruction,		EXTENSION		\$12,000.00	\$72,198.00	\$82,550.00	582 592 60	\$114 301 00	\$13,650,00	\$5,625,00	\$390,405,00	\$74.754.00	\$328 DBD DD	\$2,870.00	\$140 000 00	\$138.50	\$810.00	C3 717 00	\$5 152 80	\$40.00	00.068	\$145 000 00	\$3.451.00	\$1,365.00	\$8.910.00	\$11,808,50	\$550.00	\$725.00	\$40,000.00	\$2 079 00	822 000 00	\$1,500.00		\$1,546,370.40	C1 548 370 40
	Amethyst Construction,	Inc.	UNIT PRICE		\$12,000,00	827.00	\$50.00	242 00	845 DO	2175 00	\$ 225 OD	\$150.00	00 00	821K 00	6905 00	6440 000 00	80.35 80.35	21.00	00,000 49	\$1,000,00	\$40.00	00.00	61.45 000 00	87.00	\$7.00	\$22,00	\$5,500,00	\$550.00	\$725.00	240 000 00	\$2.75	822 000 00	\$1 500 00		8	
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			NOITGING WALL			Removal of Structures and Obstructions	General Excavation	Embankment		Class II Base Course (12" Thick) (Crushed Stone or Recycled Portland Cement Concrete)	Aggregate Surface Course (Adjusted Vehicular Measurement)	Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement)	Asphall Concrete	Milling Asphalt Pavement	Pavement Patching (12 Inch Minimum Thickness)	Combination Concrete Curb and Gutter	Temporary Signs and Barricades	Temporary Pavement Markings (8" Width)	(1	Temporary Pavement Markings (Broken Line) (4" Width) (4' Length)	Temporary Pavement Markings (Solid Line) (4" Width)	Temporary Pavement Markings (Arrow - Left Turn)	Temporary Pavement Markings (Only)	Mobilization	Reflectorized Raised Pavement Markers	1	Plastic Pavement Striping (24" Width) (Thermoplastic 125 Mil.			Plastic Pavement Legends and Symbols (Only)	Construction Layout	NS-500-00340 Saw Cutting Asphalt Concrete Pavement	Final Clean Up and Eroston Control	Project Sign		
			ITEM	Ö.		202-01-00100	203-01-00100	203-03-00100	302-02-08570	302-02-12070	401-02-00100	402-01-00101	502-01-00100	509-01-00100	510-01-00200	707-03-00100	713-01-00100	713-02-00300	713-02-00500	713-03-01000	713-04-01000	713-05-00220	713-05-00300	727-01-00100	731-02-00100	732-01-02040	732-01-02080	732-02-02000	732-04-01080	732-04-15020	740-01-00100	NS-500-00340	8-001	S-002		

EVALUATED AND CERTIFIED CORRECT BY:

Joshum D. Haws. P.E., M.S.C.E.

