



# DEPARTMENT OF NATURAL RESOURCES

11/16/2010

## BID PROPOSAL

*431-2003-PA11-006*

*Assess, identify and repair pipeline*

*LOCATED AT*

**Latitude 29° 51' 21.96" and Longitude 91° 59' 4.74" in Tigre Lagoon Field in Vermilion Parish.**

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*Bid Opening Date: 12/17/2010*

**NOTICE TO BIDDERS**

Sealed bids will be opened and publicly read by the Department of Natural Resources, 617 North 3rd Street, 12th Floor, Room 1263, Baton Rouge, Louisiana at 11:00 A.M. on **December 17, 2010** for the following:

**Bid Proposal Number: 431-2003-PA11-006**

**Title:** Assess, identify and repair pipeline located at latitude 29° 51' 21.96" and longitude 91° 59' 4.74" in Tigre Lagoon Field, Vermilion Parish.

**NOTE: There will be NO site visit for this project.**

- \* This signed statement certifies that the Contractor has visited the job site and is familiar with all conditions surrounding fulfillment of the requirements for this project. Failure to complete or return this certification will cause the bid to be disqualified.

\_\_\_\_\_  
Company Name (Contractor)

\_\_\_\_\_  
Signature (Contractor's Representative)

Department of Natural Resources  
Agency Name

\_\_\_\_\_  
Signature (Agency Representative)

This bid is being solicited under the provisions of the Louisiana Oil Field Site Restoration Law (Act 404 of 1993). Only bidders on the approved list of contractors (referenced in Act 404) at time of first public notice of solicitation shall be considered.

Bidder agrees bid shall be good for a period of sixty (60) calendar days of the bid opening.

The successful bidder (contractor) will be required to execute a performance bond or deliver a letter of credit in the full amount of the contract.

Bidder must return entire bid proposal package with signature pages and with exceptions noted. Bidders must use the specified forms available in the bid proposal package. Bids must be filled out with ink or typewritten and signed in ink. Any alteration, erasure or correction must be initialed by signer of the bid, failure to do so may cause your bid to be rejected.

Bid must be returned in **Special Bid Envelope**. **Bidder is to include company name and complete return address on the outside of bid envelope**. In the event of bulky material, the **Special Bid Envelope** must be firmly affixed to the mailing envelope.

**BIDS MUST BE HAND DELIVERED WITH RECEIPT GIVEN OR SENT BY REGISTERED OR CERTIFIED MAIL (WITH RETURN RECEIPT). BIDDER SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY TO THE LOCATION DESIGNATED ON THE BID RETURN ENVELOPE FOR RECEIPT OF BIDS.**

**PROPOSAL NUMBER: 431-2003-PA11-006**  
**BID OPENING DATE: December 17, 2010**

**Dept. of Natural Resources**  
**Purchasing Section**  
**617 N. 3rd St., 12th Floor, Room 1263**  
**Baton Rouge Louisiana 70802**

**PROJECT:** Furnish all labor, materials, tools and equipment necessary for the  
Project as per plans, drawings and specifications prepared by the agency.

The undersigned, in compliance with your invitation for bids for the project listed above, having examined the specifications and related documents, inspected site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the above referenced project within the time set forth herein and for the price stated below.

The Lump Sum Total Price stated shall include all permits and governmental fees, licenses, and inspections, and all sales, consumer use and taxes of any other nature or kind whatever arising from or pertaining to the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.

**BASE BID:** I/We propose to furnish all materials and perform all work as described in the specifications and related documents for the sum of:

**LUMP SUM TOTAL \$** \_\_\_\_\_  
**(WORDS AND FIGURES)**

**See: (Enclosed Page for BREAKDOWN OF LUMP SUM TOTAL)**

**COMPLETION DATE:** The undersigned guarantees completion of project as per base bid in  
\_\_\_\_\_ calendar days.

**NOTE: Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of a discrepancy between the two the written amount shall govern.**

LOUISIANA CONTRACTORS' LICENSE NO. \_\_\_\_\_  
NAME ( PRINT OR TYPE) \_\_\_\_\_  
TITLE ( PRINT OR TYPE) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
FIRM NAME \_\_\_\_\_  
ADDRESS (Box) \_\_\_\_\_  
(Physical) \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_ E-MAIL \_\_\_\_\_

*It is not necessary to return " **NO-BID**" packages for Plug & Abandon Bids.*

**IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTORS' LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000.00 OR MORE (AND \$1.00 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED). ALL BIDS NOT IN COMPLIANCE WITH THIS REQUIREMENT SHALL BE AUTOMATICALLY REJECTED AND NOT READ. FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.** (Bids must be submitted under the name which the La. State Licensing Board for Contractors has issued the contractor's license. Do not submit under dba names).

Bid proposal form, information and specifications may be obtained from the Purchasing Section, Dept. of Natural Resources, or 617 N. 3rd Street, 12th floor, Room 1263, Baton Rouge, LA 70802, or by calling 225/342-4535 or 225/342-6397.

No bids will be received after the date and hour specified. The right is reserved to reject any and all bids and to waive any informalities.

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of the bid opening. Information pertaining to completed files may be secured by visiting the Dept. of Natural Resources during normal working hours. Written bid tabulations will not be furnished unless requested.

**NOTE: INCLUDE COMPLETE FIRM NAME AND RETURN ADDRESS ON THE BID RETURN ENVELOPE.**

**SIGNATURE AUTHORITY:** In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidders Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

## **GENERAL CONDITIONS, INSTRUCTIONS, POLICIES AND PROCEDURES**

**ADDENDA:** The contractor must attach all addenda to his bid or otherwise acknowledge the receipt of same.

**WITHDRAWAL OF BIDS:** The contractor agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening.

**AFFIDAVIT:** Successful contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR" in compliance with Title 38, Section 2224.

### **CONTRACT, FINANCIAL ASSURANCE:**

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted within ten (10) days after notice from the Dept. of Natural Resources.

The undersigned further agrees, if awarded the contract, either to execute and deliver to the Dept. of Natural Resources prior to execution of contract, a Performance Bond with Power of Attorney or to deliver a Letter of Credit in an amount equal to 100% of the contract amount, all as outlined in Attachment "A".

In addition, to be provided at the same time is a labor and materials bond or a letter of credit in an amount equal to 100% of the contract amount, all as outlined in the Attachment "A".

**RECORDATION CERTIFICATE:** Contractor shall upon receipt of executed contract, financial assurance documents and purchase order, record contract and financial assurance documents with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Department of Natural Resources. This certificate must be received before any invoices on this project can be processed. The expense for this is the responsibility of the contractor.

**PAYMENT:** Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price shall be paid to contractor.

**ACCEPTANCE:** Upon completion of the work to the satisfaction of the Dept. of Natural Resources, a Notice of Acceptance of Work will be executed by the Dept. of Natural Resources and forwarded to the contractor for recording with the Clerk of Court in the parish in which the work has been performed. Contractor shall furnish to the Dept. of Natural Resources a Clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Upon receipt, final payment of ten percent (10%) of the Contract Price will be made.

**NON-DISCRIMINATION:** The Dept. of Natural Resources does not discriminate on the basis of race, color, national origin, sex, disability, age, or sexual orientation; and requires its contractors, subcontractors, and suppliers to comply with this commitment.

**MINORITY/WOMAN OWNED:** If your organization is a Minority or Woman-Owned Enterprise, please send supporting documentation. This information is required for the purpose of reporting to Federal Funding Agencies. Send info. to: Dept. of Natural Resources, Purchasing Section, Attn: Judy LeBourgeois, PO Box 44362, Baton Rouge, LA 70804-4362 or e-mail: [Judy.lebourgeois@la.gov](mailto:Judy.lebourgeois@la.gov)

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## Section 1

### INTRODUCTION

The Louisiana Department of Natural Resources (LDNR) needs to assess, identify and repair a pipeline to stop the flow of E&P Waste to natural drainage, determine the potential responsible party, and collect information which will aid in the possible removal and decommissioning. The twelve inch pipeline is located at Latitude 29° 51' 21.96" and Longitude 91° 59' 4.74" in Tigre Lagoon, Vermilion Parish and is subject to jurisdiction of the Lafayette District Office.

Enclosed in this bid document are instructions to the bidders and other information pertaining to these sites.

## Section 2

### INSTRUCTIONS FOR BIDDERS/CONTRACTORS

1. The bid price shall be submitted as a **LUMP SUM** quote for the complete scope of work including, but not limited to:
  - Management / Supervision
  - Personnel
  - Equipment
  - Engineering
  - Mobilization and demobilization
  - Logistics relating to personnel, equipment, or any other costs associated with support services
  - Materials and supplies
  - Weather and local interference
2. Bidders are to note that their lump sum bid shall be inclusive of any and all qualifications, clarifications, and/or exceptions the bidder may have. **Any qualifications, clarifications, or exceptions may disqualify the bid.**
3. All third party services utilized, equipment rented, or expendables used shall be paid directly by the contractor and included in the contractor's lump sum bid price.
4. **Bidders shall submit the name, address, phone number, Federal Tax ID number, and a description of the nature of the work for each proposed subcontractor.**
5. **LDNR does not have a contractual relationship with any subcontractors.** LDNR is not obligated to pay or see that a subcontractor is paid for the work he performs. The contractor is responsible for their subcontractors acts or omissions.
6. Bidders are notified that no explosives shall be allowed while carrying out the scope of work, with the exception of down hole perforating or down hole tubular cutting requirements.
7. **Bidders shall submit their detailed proposed procedures to carry out the scope of work contained in this bid document.** Failure to do so may result in the bid being rejected.

8. Contractor is responsible for all mobilization and demobilization of personnel, equipment, materials, and supplies.
9. The contractor shall be responsible for the planning and execution of all scope of work activities.
10. The contractor shall be responsible for making their representatives and subcontractors familiar with the site conditions within the scope of work.
11. The contractor shall be responsible for **removing, testing, transporting, and disposing** of all hazardous and nonhazardous **oilfield waste**, equipment, and scope of work materials in a manner that complies with all federal, state, and local regulations.
12. The contractor shall at all times keep the premises free from accumulations of waste materials and debris. If any materials are determined to be hazardous, removal and proper disposal according to the Department of Environmental Quality standards is the responsibility of the contractor.
13. Prior to commencement of work, the successful bidder shall either execute and deliver a **performance bond** or deliver a **letter of credit** as exhibited in **Attachment 'A'**. The Financial Assurance Document shall reference the bid proposal number.
14. **No work outside the scope of the bid award may be performed unless approved by Change Order.** See **Section 3** for change order procedures.
15. **Prior to commencement of work**, the successful bidder shall obtain all applicable work permits to perform the scope of work from the appropriate District Office. **The successful bidder shall notify the appropriate District Office in writing at least 24 hours prior to commencement of work.** Failure to notify the District Office shall result in a \$500.00 penalty to the successful bidder.
16. **The contractor shall be responsible for notifying the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress** prior to the commencement of work. You must fill out the **landowner affidavit form** that will be provided with the contracts when a bid is awarded. The forms must be sent to the district with final paperwork once a job is complete (This may not always be possible, but a good faith effort must be made). The contractor shall notify the landowners at least 24 hours prior to commencement of work; however, acquisition of rights-of-way is unnecessary because the Act authorizes entry on land of another by the Secretary or his agents for site assessment or restoration.
17. If the contractor **fails to commence work** within the time specified in the "Notice to Proceed", the contractor may either be assessed a penalty of ½ % of the contract amount for each day work has not commenced or the bid will be awarded to the next low bidder. This will be at the discretion of LDNR. The dollar amount of the penalty shall be deducted from the 90% payment once the project is complete.
18. Once the work commences, there shall not be more than a 24 hour lapse in work without the written consent of the Commissioner of Conservation; with the exception of Saturdays and Sundays if the contractor does not plan to work weekends. If an unauthorized lapse of 24 hours or more occurs, the contractor shall be assessed a penalty of ½ % of the contract amount for each day work is not being performed. The dollar amount of the penalty shall be deducted from the 90% payment once the project is complete.

19. **Unless an extension is authorized** by the Commissioner of Conservation, if a contractor **fails to complete** the project by the completion date stated in the “Notice to Proceed”, the contractor shall be assessed a penalty of ½ % of the contract amount for each day beyond the completion date until the job is satisfactorily completed. The dollar amount of the penalty shall be deducted from the 90% payment once the project is complete.
20. Once the project has begun, the **contractor shall be responsible for submitting a daily report** on all work performed. These reports shall be submitted **to both the Baton Rouge and appropriate District Office by fax each morning** by 9:00 AM for the work performed the preceding day. A copy of the daily report form to be used will be provided before the job starts.
23. All **work** shall be performed in accordance with LAC 43:XIX.Subpart 1 (**Statewide Order No. 29-B**) and all other federal, state, and local laws, regulations and orders applicable to this work, unless otherwise stated. The bidders are responsible to be aware and knowledgeable of all such regulations and to follow them accordingly. The successful bidder shall be required to obtain all permits from the applicable state and federal regulatory agencies necessary to complete the scope of work for this project.
24. Contractor is responsible for leaving site access ways in equal or better condition than prior to initiation of site restoration activity.
25. **Any pit constructed by the contractor** shall be registered with the Office of Conservation, Baton Rouge Office, by submitting a **Form UIC-15** as required by LAC 43:XIX.305.D. Contractor shall be required to close any such pit constructed in accordance with LAC 43:XIX.311 and 313.
26. Upon completion of the project, contractor shall also file with the Office of Conservation, Baton Rouge Office, **Form ENG-16, Oilfield Waste Disposition**, indicating the disposition of all waste generated during the site restoration work. Copies of waste shipping manifests are required for all wastes transported off site for disposal.
27. It is the responsibility of the contractor research site conditions and select the means by which the repairs can be accomplished. The contractor shall include in the bid price all costs associated with this operation.
28. In the event the project becomes lengthy, partial payments will be considered on a case by case basis. The same procedure for final payment will be followed.
29. Upon completion of the project, the **contractor shall submit a complete set of work reports, invoice and any other appropriate paperwork** and shall file same with the appropriate District Office.
30. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined after 72 hours of the bid opening. Information pertaining to completed files may be secured by visiting the Department of Natural Resources during normal working hours. Written bid tabulations will not be furnished unless requested
31. **Information in this document** was obtained from Office of Conservation well files and site inspections performed by Office of Conservation personnel; however, because the Office of Conservation does not warrant this information as accurate, bidders are responsible for verifying all well information, pit dimensions, waste volumes, equipment, and other site specific conditions.
32. Should it be determined at any time during site restoration work that a well or site conditions vary significantly from those described in the bid proposal, the LDNR reserves the right to delete the site from the

project and compensate the contractor for work performed up to the point the site was omitted from the project. This compensation shall be negotiated in good faith between the contractor and LDNR based upon reasonable industry standards or charges. In the event the price cannot be agreed upon, the Commissioner shall set a fair price for the work and materials at issue and his decision shall be binding upon all parties concerned.

33. Contractor agrees to indemnify and hold harmless LDNR from all liabilities and cost of defense obligations resulting from acts of negligence by the Contractor.
34. The role of the LDNR personnel during the site restoration work is to ensure that work is being performed in accordance with the approved scope of work. LDNR personnel are not to provide any type of guidance or direction to the contractor or the contractor's subcontractors regarding the routes of ingress or egress to/from the wellsite.
35. Contractors shall be responsible to ensure safe operations at all times and shall provide the proper materials, labor and equipment to safely perform the scope of work contained in this bid document. As the job requires, personal protective equipment for hearing, face, head, respiratory protection and fall protection shall be considered for use to protect personnel. Personnel and subcontractors should be properly trained in relation to their job duties. Additionally, pre-job safety meetings that include all affected personnel, including subcontractors, should be held to review responsibilities for the operations to be performed. Suitable fire-extinguishing equipment shall be on site during all operations. Telephone numbers, location, and other relevant information pertaining to availability of medical personnel, transportation, and medical facilities shall be available and a first aid kit shall also be on location. Any unsafe act/practice observed by an agent of the Office of Conservation during scope of work activities may result in the immediate cessation of work activities.
36. Any **questions relating to this bid** shall be submitted in writing to Sarah Wagner at P.O. Box 94275, Baton Rouge, LA 70804 or fax number 225-342-2584 by no later than 4:30 p.m. Wednesday, December 8, 2010. No other questions shall be allowed or answered after this time, without exception. An addendum will be issued if any questions are received.

### Section 3

#### CHANGE ORDER PROCEDURES

**A Change Order consists of additions, deletions, or other revisions to the scope of work and may be requested or initiated by the contractor or LDNR.** All requests for a Change Order shall be submitted in writing by the Contractor outlining specific factual conditions necessitating issuance of a Change Order. The Change Order shall be a lump sum quote to perform work that deviates from the specific procedures submitted in Item 4(a) of Section 5 necessary to complete the project. The Change Order quote shall include all costs necessary to complete the work covered by the Change Order, including all standby charges incurred during the Change Order approval process. Oral communication shall not be acceptable except in the case of an emergency where the proposed work must be performed immediately. No work relating to the requested Change Order shall be performed without a properly executed Change Order signed by the Contractor and the Commissioner of Conservation or in the event of an emergency verbal authority being granted by the Commissioner.

Except in the event of an emergency, the scope of work and if applicable the price, be it lump sum or time and material with a not to exceed figure, shall be entered on the Change Order form. In the event of an emergency, the contractor shall schedule a meeting with the Commissioner at the earliest possible time to discuss and agree upon a price for this change in work. Once a price is agreed upon, an Emergency Change Order shall be completed and signed by both the Contractor and Commissioner. In the event the price cannot be agreed upon, the Commissioner shall set a fair price for the work and materials at issue and his decision shall be binding upon all parties concerned.

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in his possession prior to the work being performed a properly executed Change Order form giving him the authorization to proceed with the extra work.

## **Section 4**

## **DEFINITIONS**

1. PROCEDURES: A detailed description of the work plan by which the contractor intends to carry out the scope of work.
2. LUMP SUM: A firm and inflexible quote that should allow for any unforeseen conditions that may alter or change the projected intent, the like of, but not limited to: procedures, schedules, methods, equipment, personnel, materials, logistics.
3. THE WORK: The scope of work described in this bid document and included in the lump sum price.
4. CONTRACTOR: The successful bidder of a specific project.
5. CONFIRMATORY CLEAN SOIL SAMPLE: A homogenous, representative soil sample taken at the excavated surface of any pit or production facility containment area in which the pre-closure soil analysis provided by LDNR did not meet LAC 43:XIX.311 and 313 closure requirements.
6. ORPHAN WELL: A well which has been orphaned pursuant to the provisions of R.S. 30:80 et seq.
7. TANK BATTERY: An area allocated in the general proximity to well sites for the purpose of containing hydrocarbons and produced water in storage tanks. It is normally bordered by containment dikes/levees. A tank battery may or may not have existing storage tanks.
8. PITS: A natural topographic depression or man made excavation used to hold produced water or other E&P waste. See LAC 43:XIX.301 et seq. (Oilfield Pit Regulations)
9. SITE: The confines established for a specific well or group of wells and associated pits, tank batteries, and facilities.
10. SUBCONTRACTOR: Any individual, firm, partnership, corporation, or combination of the two or more firms or corporations acting jointly, that are bound contractually to the contractor to perform portions of this work.
11. COMMENCEMENT OF WORK: Physically and actively performing the scope of work contained in the bid document, such as closing a pit or plugging a well. This definition does not include moving equipment on to the location or “visiting” the location.
12. FACILITY: The aggregate of vessels, separators, heaters, tanks, treaters, etc. (commonly referred to as production equipment), utilized in the producing and processing of effluents from a well.
13. PLUG AND ABANDON: The date the well is cut and capped, or casing is cut at specified depth below mud line.
14. BOP TEST: This test is to verify the good working condition of the BOP. The hydraulic closure system on the preventers must be operational at all times. Pressure test to qualify integrity of BOP body, connection to wellhead, and seal of blind or pipe ram elements. A retest is required each time the BOP stack is removed and subsequently reinstalled on the well.

## Section 5

### INFORMATION BIDDERS ARE REQUIRED TO SUBMIT WITH BID PROPOSAL

1. This entire bid package.
2. Any addendum(s) related to this bid proposal.
3. If the procedures in the bid are to be utilized, this must be stated. **If procedures are altered or changed**, then these procedures must be submitted.
4. Contractor shall provide a **project schedule** outlining the following:
  - (a) **Specific procedures** that he will perform in order to carry out the scope of work on the wells.
  - (b) The number of **days expected to complete the work** on the wells and pits.
  - (c) **Description of workday** hours and work week (ex. Monday thru Friday).
5. List of **subcontractors**. (Section 2.6)
6. **List of equipment** to be used on this project. All equipment brought to location shall be pretested and in good working condition and shall be rated to handle work anticipated based on depth and procedures.
7. **List of personnel** required to perform the scope of work.
8. Completed breakdown of lump sum total worksheet included in this bid document (Section 7).
9. Only the successful bidder will be required to submit a **current insurance certificate** at the time the bid is awarded. The certificate shall meet the requirements outlined in **Attachment 'B'** and shall reference the bid proposal number.



## 5. Contractor Reporting

Upon completion of the project, the **contractor shall submit a complete set of work reports, invoice and any other appropriate paperwork** and shall file same with the appropriate District Office. All of the information collected regarding the line shall be included. Should the contractor be unable to determine any of the following items, a statement regarding the reason for same is required.

- 1) Pipeline status and type
- 2) Length of exposed pipeline
- 3) Pipeline route and termination point(s)
- 4) Owner/Responsible party
- 5) Water depth
- 6) Best possible ingress and egress routes including water depth
- 7) Estimated removal cost

**Section 7**

**BREAKDOWN OF LUMP SUM TOTAL**

<u>ITEM DESCRIPTION</u>	<u>COST</u>
A. Repair/Patch Pipeline Cost	\$ _____
B. Assessment & Identification Cost	\$ _____
<b>Financial Assurance charge</b>	\$ _____
<b>Other</b> (must separately list and identify any additional costs)	
_____	\$ _____
<b>TOTAL *</b>	<b>\$ _____</b>

**Bidder must enter a bid amount on all items. Failure to do so, may eliminate your bid from consideration.  
Partial bids for incomplete Scope of Work are not acceptable.**

**\* Must equal the sum of the above items and must equal the lump sum total indicated on Page 3 of the bid document.**

**Bidder must supply the information required on Section 5. Failure to do so may eliminate your bid from consideration.**

# Attachments

**ATTACHMENT “A”**

**FINANCIAL ASSURANCE REQUIREMENTS**

The **Contractor shall furnish Financial Assurances for one hundred percent (100%)** of the amount of the contract for the faithful performance of his contract **AND one hundred percent (100%)** of the amount of the contract to assure payment for the labor & materials, by one of the following or a combination thereof:

**PERFORMANCE BOND AND/OR LABOR AND MATERIALS BOND:**

The performance bond and/or labor and materials bond shall be secured by a Surety or Insurance Company currently on the United States Department of the Treasury Financial Management Service List of approved bonding companies and in accordance with the restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. R.S. 38:2216 (2) requires that a bond shall be countersigned by a Louisiana licensed agent authorized to represent the Surety Company writing the bond and who is residing in this State.

**LETTER OF CREDIT:**

Letter of credit in sole favor of the Department of Natural Resources in a form prescribed by the Secretary of Assistant Secretary issued by a financial institution acceptable to the Secretary or Assistant Secretary (R.S. 30:92).

**ATTACHMENT "B"**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATE OF INSURANCE**  
**ACT 404 : P&A CONTRACTS**  
**WATER OPERATIONS**

**1. GENERAL LIABILITY:**

- A. Minimum limits of \$5,000,000 per occurrence.
- B. BI/PD/Contractual/Products-Completed Operations/OCP.
- C. Additional Insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents, and employees are to be included as additional insured with respect to any work done by the Insured under contract.
- D. Watercraft Exclusion deleted or evidence of Protection & Indemnity Insurance in minimum amount of \$5,000,000 in either instance.
- E. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- F. Pollution Liability including Clean up.
- G. Underground Resources.
- H. Blowout & Cratering.
- I. Broad Form Property Damage.
- J. XCU - Explosion/Collapse/Underground.
- K. No restriction in coverage for use of explosives.

**2. WORKERS' COMPENSATION:**

- A. Statutory coverage and Employers Liability.
- B. Protection & Indemnity/Jones Act-Maritime in minimum amount of \$5,000,000 for crew.
- C. Employers Liability minimum limits of \$1,000,000.
- D. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- E. Longshoremen & Harbor Workers coverage including 905 (b).
- F. Outer Continental Shelf Lands Act Endorsement.
- G. Maritime/Jones Act coverage including TWMC/Transportation, Wages, Maintenance, and Cure.
- H. No restriction in coverage for use of explosives.

**3. AUTOMOBILE LIABILITY:**

- A. Minimum limits of \$1,000,000 per occurrence.
- B. Owned/Non Owned/Hired Automobiles.
- C. Additional Insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees are to be included as additional insured with respect to any work done by the Insured under contract.
- D. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.

**4. PROTECTION & INDEMNITY:**

- A. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- B. Additional Insured - The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees are to be included as additional insured with respect to any work done by the Insured under contract.
- C. Minimum limits of \$5,000,000 to include Crew/TWMC.
- D. "As owner of the vessel" phrase deleted.
- E. Any phrase purporting to limit the underwriter's liability to value of vessel or to that of an owner be deleted.
- F. No restriction in coverages for use of explosives.

**5. IF NOT COVERED BY GENERAL LIABILITY:**

- A. Pollution Liability including Clean Up.
- B. Underground Resources.
- C. Blowout & Cratering.
- D. Broad Form Property Damage.
- E. XCU – Explosion/Collapse/Underground.