PUBLIC BID LAW – RECENT DEVELOPMENTS

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THE 2013 LEGISLATIVE SESSION

1. **Act 321** (HB 559) amended and reenacted R.S. 38:2225.2.1(A)(3) and enacted R.S. 38:2225.2.1(A)(4), (5), and (6), to extend the time to the utilize design-build contracts generally to **six years from July 10, 2007,** for certain schools to **seven years from July 10, 2007**, and for the New Orleans Sewerage and Water Board to **eight years from July 10, 2007**. Only those projects contracted for prior to that date may proceed.

2. **Act 119** (SB 65) enacted R.S. 38:2225.2.3, to permit the New Orleans Aviation Board to award the public works contact for the initial construction of an airport terminal and related support facility by the construction manager at risk method set forth therein.

3. **Act 63** (SB 161) amended and reenacted R.S. 38:2212(A)(1)(d)(v); to provide an **annual limit** (**not to exceed $1M**) on work performed by a public entity to restore or rehabilitate a levee which is not maintained with federal funds, including mitigation on public lands owned by the state or a political subdivision; to provide that the annual limit includes labor, materials, and equipment, which is not publicly bid. Authority extended to December 31, 2018.

4. **Act 125** (SB 210) amended and reenacted R.S. 38:2212(A)(1)(e), for instances where the Sewerage and Water Board of New Orleans, itself, prepares and distributes electronic contract documents, the Sewerage and Water Board of New Orleans may, in lieu of a deposit, charge a fee for each paper document, which shall not exceed the actual cost of reproduction.

5. **Act 195** (HB 421) amended and reenacted R.S. 37:2156(C)(3), relative to contractor license renewal fees and authorized the Contractor's Licensing Board to assess an additional $100.00 per year at the time of renewal, which is to be dedicated and allocated on a pro rata basis to each accredited public university or community college school of construction management or construction technology. Contractors have the choice to opt out and not pay the additional $100.00.

6. **Act 348** (SB 97) amended and reenacted R.S. 40:2616(A)(1) to provide that property forfeited under the Uniform Controlled Dangerous Substances Act is subject to public sale or public auction sale (technical amendment).

7. **Act 52** (SB 8) amended and reenacted R.S. 15:708(A)(2) to provide that a criminal sheriff may set a prisoner to work upon any church, synagogue, mosque, or other building used primarily for religious purposes.

8. **Act 364** (SB 236) enacted R.S. 38:2212(A)(1)(b)(ii)(cc), to provide that all bidders are required to submit all bid forms required by statute or the Administrative Code to the governing authority of East Baton Rouge Parish prior to the opening of all public works bids.

9. **Act 177** (SB 160) provides that in any provision of law applicable to a groundwater conservation district located in a parish with a population, according to the most recent federal decennial census, in excess of four hundred thousand, the term "director of the Department of Public Works" shall mean the director of the municipal Department of Public Works for the municipality located in the district with the greatest population.

10. **SCR No. 102.** Establishes a task force to study and make recommendations relative to the authority for and use of the design-build method for contracts by public entities and to require such task force to make recommendations for guidelines for utilization of the design build method of contracting for publicly funded projects.

11. **SR No. 39** To urge and request the Senate Committee on Local and Municipal Affairs to study the laws applicable to local public entities in the purchase of vehicles for law enforcement purposes.

CASE LAW UPDATE

2012-2013

Hartford Casualty Company v. MDI Construction, L.L.C., 848 F.Supp.2d 627.

The Audubon Commission entered into a contract with MDI for the construction of the Audubon Park–Batture Ball Fields Project. In connection with this project, Hartford, as surety, executed payment and performance bonds. MDI began working on the Project, but construction was delayed and Hartford took over the completion of the job from MDI.

The Project was completed and Hartford later brought suit against MDI seeking indemnification for amounts it paid completing the Project. Hartford also claimed to have incurred damages, administrative costs, attorney's fees, and other fees related to the Project. MDI answered the complaint and brought Audubon into the suit alleging that Audubon was withholding contract retainage which was due on the completed Project. Audubon answered the third-party complaint asserting a claim of liquidated damages against MDI and Hartford as a result of the delay in the completion of the project.

Audubon eventually deposited the remaining funds into the registry of the court. Hartford filed documents requesting that the remaining funds be forwarded to them. There were some objections and competing interests since MDI owed money to other people (Investar). Court recognized that a surety who paid laborers and materialmen under a payment bond was subrogated (steps into the shoes) to the rights of laborers, materialmen, and suppliers of the contractor whose claims the surety paid. The Court held that because the public owner of the contract had the right to use the retained contract funds to pay the claims of laborers and materialmen in the event that the surety did not, no debt from the public owner to the contractor arose before all claims were paid. As such, no outside creditor (Investar) of the contractor could claim entitlement to the contract retainage.

Since MDI failed to pay the subcontractors, etc., Audubon was entitled to use the contract retainage to pay them if Hartford had not stepped in to do so. Because Hartford paid the claims, it is subrogated to the rights of Audubon and the subcontractors, etc. whose claims it paid. Because MDI was never entitled to these funds, no creditor of MDI has a valid claim to them. Rather, Hartford is entitled the funds as the subrogee of Audubon and the laborers and materialmen who had claims to the funds. With respect to the claim for attorney’s fees, the Court held that Audubon cannot be held liable for attorney's fees under these circumstances because the lien certificate was not clear when submitted in light of the IRS's claim to the contract funds.

Hartford Casualty Company v. MDI Construction, L.L.C., et al., 2012 WL 4970210 (E.D.La.)

This case involved MDI's claim against Audubon for damages allegedly incurred as a result of various delays in the Project. The contract between the parties set forth the procedure by which the parties to the Contract were to bring claims, including limiting the time for bringing such claims to twenty-one (21) days.

Because MDI failed to **timely respond to requests for admission** propounded by Audubon, it was conclusively established that MDI did not submit a written notice of claim, as required by the Contract, within twenty-one days after the occurrence of any of the events giving rise to MDI's claims for damages or within twenty-one days after MDI first recognized the conditions giving rise to the claims. It was further admitted and established that MDI's March 25, 2010 letter to the Project architect was the first written claim for delay on the Project. Given that all of the alleged events giving rise to MDI's damages claim occurred in 2008 or 2009, this notice of claim is far outside the twenty-one days prescribed by the Contract. Therefore, it was established as a matter of law that MDI failed to comply with the Contract's requirements for bringing the damages claim that it sought to assert against Audubon.

MDI argued that its use of certain reservation of rights language on certain change orders, emails, etc. showed that Audubon had actual knowledge of the various delay events underlying MDI's damages claim. The Court reasoned that even if the language could be construed as a reservation of rights (which was doubtful given wording of the phrase “may have no choice but to reserve our rights ... via an additional request for change”), it did not give notice of a Claim, and therefore did not satisfy the notice of Claim requirement prescribed in the Contract. Nor did the language contain anything that could be construed to waive, negate, or otherwise alter the twenty-one-day notice period or any other aspect of the Claim procedure specified in the Contract.

Court distinguished several court opinions by noting that the jurisprudence and Code articles cited by MDI concern payment for extra work, not delay damages such as those at issue here. Specifically, they address certain circumstances under which a contractor may recover payment for extra work performed on the basis of oral change orders even though the contract requires that all extras and alterations be authorized in writing. In this case, payment for extra work is not at issue. Also, the cases cited by MDI allowed recovery for extra work based on specific findings that the parties, through their consistent actions, had waived the contract's requirement that all extras and alterations be authorized in writing. No such evidence was presented. Court also found La. Rev. Stat. 38:2216(H) (which prohibits a contract that attempts to waive a contractors right to recover delay damages) inapplicable because the contract's notice of Claim requirement

did not purport to "waive, release, or extinguish" the rights of MDI to recover delay damages. It merely prescribed the procedure by which a party must initiate such a claim.

Data Management Corporation v. The Parish of St. John the Baptist, 11-581 (La. App. 5 Cir. 2/14/12), 88 So.3d 557.

St. John the Baptist Parish advertised for bids on a drainage excavation service contract. Data Management Corporation ("DMC") was the lowest bidder. The second lowest bidder challenged the award on the basis that DMC did not possess the Earthwork, Drainage and Levees license ("EDL license") as required by the bid specification documents.

The Parish Engineer contacted the Attorney General's Office wherein we responded that the bid documents specified a particular license classification and any bidder who did not have the specified license classification would not be a responsive bidder; thus, its bid would have to be rejected. The Parish Engineer advised DMC that its bid was rejected on the basis that DMC did not possess the specified EDL license. DMC subsequently requested an administrative hearing on its disqualification. After the hearing, it was recommended that the Parish reject all of the bids received on the Project on the basis of ambiguities in the bid specifications regarding the licenses required for the Project.

DMC filed suit challenging this action. The second low bidder also intervened and asserted that DMC's bid was non-responsive and was properly rejected. It further contended that there was no just cause for the Parish to reject all bids. Trial court ruled that the Parish could not reject all bids because it did not have just cause to do so. It also determined that DMC was a non-responsive bidder because it did not possess the EDL license required by the bid documents. The trial court further granted the second low bidder's request for relief on the basis that it possessed the required EDL license and was the lowest responsive bidder. The Parish was directed to award the contract to the second low bidder. The decision was affirmed on appeal.

The Lemoine Company, LLC. v. Military Department, State of Louisiana 2011-1350 (La.App. 1 Cir. 5/2/12), 2012 WL 1550486.

Dispute concerns the Army Aviation Support Facility, Hammond project (AASF). The project was commenced in accordance with the design build statute, La. Rev. Stat. 29:42. Pursuant to the statute, a Notice of Intent (NOI) to select a design-builder and to request letters of interest and statements of qualifications was distributed. Three companies were selected as the short-listed entities and were provided a RFP and invited to submit their detailed technical and cost proposals for the design-build project, pursuant to LSA–R.S. 29:42. Thereafter, a technical review committee (TRC) was formed to review the design-build

proposals. Broadmoor had the lowest adjusted score and was ultimately selected and awarded the contract.

Lemoine filed suit seeking to prevent the award of the contract. Lemoine contended that the design build statute was subject to the public bid law. Lemoine also maintained that Broadmoor did not comply with the contract plans and specifications as required by the design-build statute due to the fact that the TRC concluded that Broadmoor's roof design was unacceptable. As such, Broadmoor's entire proposal should have been rejected. Lemoine argued that LMD could not have waived the barrel roof design requirement per the public bid law, i.e. no waivers. The LMD took the position that the public bid law was inapplicable.

Court held that incorporating all the requirements of the public bid law would have rendered the design-build statute superfluous and would have negated any reason for enacting the statute. Court was of the opinion that LMD followed the process outlined by the design-build statute.

Greater Lafourche Port Commission v. James Construction Group, L.L.C., The Continental Insurance Co., Grand Isle Shipyard, Inc. and Skyline Steel, LLC., 2011-1548 (La. App. 1 Cir. 9/21/12), 104 So.3d 84.

This matter arises out of a contract dispute between the Greater Lafourche Port Commission ("Port") and James Construction Group, LLC ("James"). The Port retained Picciola & Associates, Inc. ("Picciola") to provide professional engineering services related to the Project which included design phase as well as bidding & construction phase services. During the project, there were certain design changes and disputes around extending the contract completion time and the costs and expenses associated with the design changes. After completion of the project, the Port withheld stipulated damages from James resulting from the failure of James to complete the project in a timely manner.

The Port filed a concursus proceeding to disburse the funds retained. In response, James asserted claims and demands against both the Port and Picciola. James claimed that the Port breached its contract with James by improperly withholding and retaining liquidated damages, retainage, and the contract balance. James further claimed that it detrimentally relied on certain representations by Picciola that it would not be required to complete the project within the initial time period and that stipulated damages would be waived. James took the position that because the Port and Picciola had allegedly caused and/or contributed to the project delays, the Port was not entitled to liquidated damages.

The Port and James later settled their disputes. Picciola sought to dismiss the claims asserted against it by arguing that James' release of its claims against the Port as principal also released any claims against Picciola as the Port's disclosed

agent. Further, as to James' claims that Picciola negligently issued ambiguous or defective plans and contract documents thereby misleading James and causing delays, disruptions, and increased costs, Picciola further contended that James had no evidence to establish these claims.

The Court summarized the jurisprudence and recognized that a design professional, such as an architect, may be subject to an action in tort brought by a subcontractor even in the absence of any privity of contract. Such an action arises when there is a breach of a duty owed independently of the contract between the owner and architect. Based upon the foregoing jurisprudence, the Court concluded that absent a privity of contract, James may not assert a cause of action against Picciola based upon a breach of the contract; however, this will not preclude James from asserting a cause of action in tort based upon Picciola's alleged negligence.

Central Electric Company of Alexandria, INC. v. England Economic & Industrial Development District, 2012-302 (La. App. 3 Cir. 11/28/12), 2012 WL 5933040.

Central Electric Company of Alexandria, Inc. (Central) was the successful bidder for an airport electrical construction project at the Alexandria International Airport. URS Corporation (URS) provided the engineering design and project administration. URS certified the project as substantially complete with an effective date of July 28, 2000, after addressing multiple items on several punch lists submitted by owner. However, the owner never acknowledged that the project was substantially complete and refused to sign the certificate prepared by URS.

Central attempted to satisfy the items listed on multiple punch lists submitted by the owner but eventually became frustrated with the continuing multiple requests for items they believed went beyond the contracted services. The owner continued to insist that the contract specifications had not been fulfilled and refused to make any further payments. Central eventually filed suit seeking recovery of the unpaid balance for its work. The owner reconvened asserting it was entitled to damages in an amount equal to the cost of completely redoing the entire original electrical project. The Court noted that the airport has operated the runway worked on by Central for over ten years without interruption, *fully certified by the FAA (Federal Aviation Administration),* despite the claims made by the owner alleging Central's work on the electrical project for the runway was wholly inadequate.

Court referenced La. Rev. Stat. 38:2241.1 (substantial completion definition) and recognized that there was no recorded acceptance of this project as the owner refused to sign such an acceptance. The question of whether a contractor has substantially performed under the contract is a question of fact. Factors to

consider in determining whether substantial performance exists are “the utility to the owner of the work performed, the extent of the defect or non-performance, the degree to which the purpose of the contract is defeated, and the ease of correction.” If the contractor has not substantially performed under the contract, i.e. there is unfinished work, the contractor is limited to recovery in quantum meruit, and his recovery will be reduced by the amounts the owner must expend to complete the project.

A review of the record disclosed no manifest error in the trial court's finding the contract at issue was substantially completed over ten years ago. Likewise, there was no manifest error associated with the trial court not being convinced that the owner owed any further payment to Central.

Gravity Drainage District 8 of Ward 1 v. Larry Doiron, Inc., Broussard Construction Company, and Western Surety. 2012-559 (La.App 3 Cir. 12/5/12), 103 So.3d 1247.

Dispute centers on a contract to remove hurricane debris from Indian Bayou/Little Indian Bayou. The District initially awarded a contract to Doiron who then entered into a joint venture agreement with Broussard, whereby Broussard would provide all labor, equipment, and materials to complete the Project. It was agreed that Doiron would keep ten percent of the fee, pay all costs of obtaining the performance bond, and pay any additional insurance costs. The District, Broussard, and Doiron then executed a change order to significantly reduce the scope of the Project and have Doiron and Broussard complete the reduced scope of work for the original lump sum bid.

Broussard later filed a lien against the District alleging that during the course of performance of the work, representatives of the District instructed Doiron and Broussard to perform storm-related debris removal at locations other than those identified in the Contract as modified by the change order. According to Broussard's lien, Doiron and, alternatively, the District owed him $1,153,000.00 for work allegedly performed in excess of the terms of the contract and the change order.

The District filed suit to cancel the lien and also sought damages and attorney fees from Doiron and Broussard pursuant to La.R.S. 38:2242.1 and La.R.S. 38:2246. The District argued that Broussard and Doiron twice (once in the original contract and once in the change order) agreed to perform all the debris removal for $204,000.00. The District claimed, and Doiron concurred, that the contract and change order were unambiguous as to the amount of work the District expected Doiron and Broussard to perform for the contractual price of $204,000.00.

Court found no merit to Broussard's argument. Held that the terms of the contract clearly state that for $204,000.00, debris would be removed from a certain

specified section of Indian Bayou and Little Indian Bayou. The terms of the change order even reduced the size of the section from which debris would be removed without reducing the amount to be paid. At no time was there any alteration or change in the contractual amount to be paid. Broussard had ample opportunity at the time of the change order to redress any grievance about the type or amount of the work he was to perform in accordance with the Contract. Broussard failed to and/or refused to do so. The District did not agree at any time, by contract or otherwise, to pay more than the lump sum price of $204,000.00 for the work to be done. Consequently, Broussard is bound by the Contract.

Metcalfe & Sons Investments, Inc v. State of Louisiana through The Department of Natural Resources, 2010-2120 (La.App. 1 Cir. 12/14/11), 2011 WL 6288044.

After Hurricane Gustav, the State of Louisiana commenced an emergency program to buy 400 portable generators to aid in the state's recovery effort. The State issued a purchase order for 68 generators and 15 delivery trucks. The contract required Metcalfe to deliver the generators within two days of the receipt of the purchase order to the National Guard Base at Carville, Louisiana. When the generators were not delivered, the State cancelled the contract. Metcalfe filed a formal complaint with the Director of State Purchasing, which was denied. Metcalfe then appealed to the Commissioner of the Division of Administration who also denied the request for relief, and Metcalfe timely filed a Petition for Judicial Review of an Administrative Decision. The District Court reversed the decision of the Commissioner and remanded the matter to the State Purchasing Director for the taking of evidence on the issue of damages sustained by Metcalfe in the breach of contract, and to set a scheduling order giving time limitations for the parties to present evidence and for the Director to present a written decision.

The original contract was for delivery of sixty-eight generators, with twenty-three of those being **56 kW generators**. The purchase order was dated September 5, 2008, at 10:46 p.m. and provided for delivery within two days after receipt of order (ARO), which would be no later than 10:46 p.m. on September 7, 2008. The next day, September 6, 2008, Metcalfe requested the order be changed to substitute twenty-three **50 kW generators** for the twenty-three **56 kW generators**. This request was approved. No deliveries were made on September 7, 2008.

Metcalfe suggests that the substitution of the twenty-three 50 kW generators was a change order, and, therefore, the delivery date was extended to September 8, 2008. The record establishes that all parties were aware that this contract involved an emergency situation and time was of the essence. Court saw no reason to assume the change order, even if it did extend the deadline on delivery

of the twenty-three generators, had any effect on the other forty-five generators. Furthermore, the State argued that the September 6 substitution was not a valid change because the request was not made in writing as required. Court reasoned that a finding that the substitution provided two days ARO (until September 8, 2008) is not arbitrary. Conversely, the Commissioner's decision that it did not provide an extension was also not arbitrary. Thus, a decision favoring either side cannot be arbitrary and capricious.

More importantly, even if the substitution were found to provide for an extension of the contract delivery date, the facts still indicate Metcalfe was in breach of the contract by failing to deliver the entire amount of other size generators specified in the contract.

Waste Management of Louisiana, LLC v. Consolidated Garbage District No. 1 of the Parish of Jefferson and the Parish of Jefferson through the Jefferson Parish Council, 12-444 (La. App. 5 Cir. 3/13/13), 2013 WL 960706.

This matter concerns the Jefferson Parish Council's method of selecting a contractor to operate and to perform some construction at the Jefferson Parish landfill. Jefferson Parish issued a request for proposal seeking qualified proposals for construction and operation of Phase IV of the landfill. Phase III was scheduled for completion by the incumbent contractor, Waste Management, in early 2013. Three entities submitted proposals with Waste Management receiving the highest points.

However, before the Council could vote on the award of the contract, the statutory definition of “public work” was amended to include “operation.” Also, during one of its regular meeting, the Council considered the three proposals and heard two complaints alleging Waste Management's deficient performance in controlling odors. The Council unanimously passed a resolution selecting a different proposal and directed the Parish Attorney to begin negotiations with the selected company to operate the landfill after Waste Management's contract terminated.

In turn, Waste Management filed suit and after trial, the Trial Court denied Waste Management's request for relief. The Trial Court found that La. R.S. 33:4169.1 governed the matter as it was more specific than the Louisiana Public Bid Law, that the amendment to the public bid law did not apply retroactively as it was substantive; that the Legislature did not expressly intend that it would apply retroactively; and that in denying injunctive relief, there was no violation of the RFP or ordinance.

On appeal, Waste Management contended that the operation of the Parish landfill constituted a public work, and that public works must be let in compliance with the public bid law and that La. R.S. 33:4169.1 was not applicable to the

contract. Waste Management further argued that the issue of retroactivity was not applicable as the language of La. R.S. 38:2212(A)(1)(a) creates a rigid two-step process: first advertising and then letting the contract. Since the amendment went into effect after the advertising and before the letting, the amendment was controlling over the letting and negotiation of the landfill contract.

Court of Appeals agreed with the Trial Court by finding that that La. R.S. 33:4169.1 was more specific in governing waste disposal contracts. Also, the amendment was substantive and thus applied prospectively only. Court also noted that the Parish correctly relied on Attorney General Opinions 11–059, 09–087 and 97–239 in support of its position.

Employers Mutual Casualty Company v. Iberville Parish School Board, 2013 WL 943759 (M.D.La.)

This action arises from two separate Public Works Projects solicited by the IPSB. The Board solicited bids for two projects at Plaquemines High School. JVV Consulting–Construction Management, LLC ("JVV") submitted the lowest bid for both projects and was awarded the contracts. Surety company EMC issued performance and payment bonds for both projects. JVV was ultimately terminated by the IPSB alleging various defaults on both projects. Various subcontractors and suppliers to JVV for both projects made demand upon EMC under the respective bonds for payment for work performed and/or material supplied to the projects, alleging JVV had failed to pay.

The issue before the Court was the forum selection clause found in the principal construction contract. The Court held that while the language of the forum selection clause in the underlying contract between the IPSB and JVV does include the Contractor's surety, JVV did not have the authority to bind EMC to terms of a contract to which it was not a party and never agreed. The performance bonds did not contain the restrictive language of the forum-selection clauses found in the underlying contracts. In fact, the bonds allow for suits to be brought "in any court of competent jurisdiction in the location in which the work or part of the work is located." EMC argued, and the Court agreed, that the more expansive and permissive jurisdictional terms contained in both bonds, executed after the initial contracts between the IPSB and JVV, clearly show EMC's intent not to be bound by the forum-selection clauses found in the underlying contracts. Furthermore, the takeover agreement expressly stated **that the Surety is not assuming any obligations or liabilities beyond those set forth in the Bond.**"

At the very least, the conflicting language creates an ambiguity as to the application of the forum selection clause to EMC, which must be resolved in favor of EMC. The fact that the Takeover Agreement also states that it is subject to the terms set forth in the bond shows that EMC did not intend to waive its removal rights.

ATTORNEY GENERAL OPINIONS

- **12-0150** - Jefferson Parish may not donate surplus computer equipment to a private company for recycling and refurbishing. The surplus computer equipment may be sold at a public auction conducted pursuant to La. Rev. Stat. 49:125, through an Internet computer auction pursuant to La. Rev. Stat. 33:4711.1, or at a public sale under La. Rev. Stat. 33.4712(F) if the property to be sold is appraised at less than $5,000.00.

- **12-0165** - The contract of The Cooperative Purchasing Network, a national cooperative purchasing organization, is not a contract that was competitively bid by another local political subdivision as required by La. Rev. Stat. 33:1321-1337. As such, the piggy back alternative is not available.

- **12-0232** - La. Rev. Stat. 38:2212(A)(2)(g) authorizes the Orleans Parish Hospital Service District to utilize a construction manager in connection with the initial construction of a hospital, medical facility, or a combination of both.

- **13-0005** – La. R.S. 33:4711 authorizes the Acadia Parish Police Jury to lease property to Second Chance Paws if such property is no longer needed for a public purpose; however, the police jury must receive lease payments that are commensurate with the fair market value of the property leased. La. Const, art. VII, Sec. 14 prevents the police jury from simply donating property to Second Chance Paws as doing so would be a gratuitous donation of public property.

- **13-0008** - Jefferson Parish may reject a bid or bidder for lack of responsibility and/or lack of responsiveness, but may not “debar” a bidder.

- **13-0014** – Act 107 of the 2011 Regular Session repealed the federal funding exemption to the Louisiana Contractor Licensing Law. Accordingly, a contractor must obtain a license pursuant to La.Rev.Stat. 37:2163 before submitting a bid unless there are applicable federal laws and/or regulations that specifically provide that no contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract.

- **13-0048** – The Evangeline Parish Police Jury cannot donate $15,000 to the Evangeline-Ville Platte Recreation District; however the two political subdivisions may enter into a cooperative endeavor agreement pursuant to La. Const. art. VII, Sec. 14(C) and La. R.S. 33:1324(5) to construct,

acquire, or improve ""recreational and educational facilities, such as playgrounds, recreation centers, parks and libraries."

- **13-0050** - The Louisiana Public Bid Law provides that all statutory requirements, advertisement requirements, and bid form requirements must be observed. Here, because the presumptive low bidder failed to comply with a bid requirement, the City of Kenner must reject the non-responsive bid.

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