

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST, SUITE 4400
GRETN, LA 70053
(Owner to provide name and address of owner)

BID FOR: Remove Existing, Supply and Install New
Boilers at the Jefferson Parish Correctional
Center

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

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

and dated: May 2024

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1, 2

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

One hundred forty five thousand five hundred Dollars (\$) 145,500.00

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) _____

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) _____

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) _____

NAME OF BIDDER: Gallo Mechanical, L.L.C.

ADDRESS OF BIDDER: 4141 Bienville Street, Suite 100 New Orleans, LA 70119

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 1027

NAME OF AUTHORIZED SIGNATORY OF BIDDER: August Gallo III

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Chief Financial Officer

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: June 6, 2024

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

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

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (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) is attached to and made a part of this bid.

Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF NEW ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared: _____
August Gallo III, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Chief Financial Officer of Gallo Mechanical, LLC (Entity),
the party who submitted a bid in response to Bid Number 50-00144944, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (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)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[The remainder of this page is intentionally left blank.]

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity 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.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



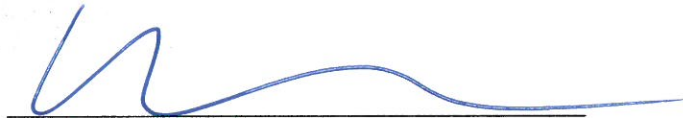
Signature of Affiant

August Gallo III

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 6th DAY OF June, 2024.



Notary Public

Wendy M. Cobb

Printed Name of Notary

152 032

Notary/Bar Roll Number

My commission expires at death.


WENDY M. COBB
Louisiana Notary Public
ID No. 152032
Jefferson Parish
My Commission is for Life

Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

PRINCIPAL NAME Gallo Mechanical LLC	PRINCIPAL ADDRESS 4141 Bienville Street, Ste 100, New Orleans, LA 70119
SURETY NAME Hartford Accident and Indemnity Company	SURETY ADDRESS One Hartford Plaza, Hartford, CT 06155
OBLIGEE NAME Jefferson Parish	OBLIGEE ADDRESS 200 Derbigny Street, Gretna, LA 70053

Bond Information

BID DATE 06/06/2024	CONTRACT ID 50-00144944	CONTRACT VENDOR ID 18714
PROJECT DESCRIPTION Bid No. 50-00144944 Remove Existing, Supply and Install New Boilers at the Jefferson Parish Correctional Center		
AMOUNT OF BID SECURITY 5%	AMOUNT OF BID SECURITY-SPELLED OUT Five Percent of the Amount Bid	
BOND ENTERED AND EXECUTED BY Kathleen L. Berni		ATTORNEY-IN-FACT SIGNATURE 

Know all men by these presents that Hartford Accident and Indemnity Company,
a Corporation duly organized under the laws of the State of Connecticut, are held and firmly bound unto
the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees
that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: **Arthur J. Gallagher Risk Management Services**

Agency Code:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Hartford Fire Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Casualty Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company , a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois , a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest , a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast , a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Kathleen L. Berni

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of **05/29/2024**.

Signed and sealed in Lake Mary, Florida.



Surety 2000 Bond ID: **SLA0529436075**

Executed By: **Kathleen L. Berni**

Keith D. Dozois

Keith D. Dozois, Assistant Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 111 Veterans Boulevard Ste. 1130 Metairie LA 70112	CONTACT NAME: Laura Beth Shufelt PHONE (A/C, No, Ext): 504-226-3905 FAX (A/C, No): 504-587-0766 E-MAIL ADDRESS: laurabeth_shufelt@ajg.com														
INSURED Gallo Mechanical, LLC Gallo Mechanical Services, LLC 4141 Bienville Street, Suite 100 New Orleans LA 70119	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Westchester Fire Insurance Company</td><td>10030</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Insurance Company	10030	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 956793651**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB7-681-054696-034	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-681-054696-024	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	G72542423004	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WA7-68D-054696-014	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured on a primary, non-contributory basis, as respects General Liability and Auto Liability policies when required by written contract, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder when required by written contract, as respects General Liability, Auto Liability, and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Alternate Employer Endorsement applied with respect to Workers Compensation as required by written contract. General Liability, Auto Liability, and Workers Compensation policies include a 30-Day Notice of Cancellation when required by written contract. Excess follows form.

CERTIFICATE HOLDER**CANCELLATION**INFORMATION PURPOSES ONLY
DO NOT DISTRIBUTE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WRITTEN CONSENT OF THE SOLE MANAGER
OF
GALLO MECHANICAL, L.L.C.**

The undersigned, being the sole manager of Gallo Mechanical, L.L.C., a Louisiana limited liability company (the "**Company**"), does hereby adopt by written consent made and entered into as of January 1, 2024 the following resolutions:

WHEREAS, in connection with the business of the Company, the Company is required to become party to various construction contracts, subcontracts, and purchase orders from time to time;

WHEREAS, pursuant to Section 4.06 of that certain Second Amended and Restated Operating Agreement of the Company entered into and effective as of December 31, 2021, the Manager has the power and authority to appoint agents of the Company who shall have such powers and authorities as specified by the Manager from time to time;

WHEREAS, the Manager has considered it and deems it in the best interest of the Company to authorize certain officers of the Company to execute construction contracts, subcontracts, purchase orders, and change orders to any of the foregoing for and on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Manager hereby authorizes any of the following executives of the Company to execute construction contracts with project owners or general contractors and change orders to such construction contracts as well as bid forms for work pursued:

Jean Paul Hymel, Chief Executive Officer
David Poor, Executive Vice President
August Gallo III, Chief Financial Officer
Keith Deshautreaux, Director of Preconstruction
Katie Baumer, Member/Operations Administrator

NOW, THEREFORE, BE IT RESOLVED, that the Manager hereby authorizes any of the following officers of the Company to execute construction subcontracts with lower tier subcontractors and purchase orders with vendors in the amounts indicated:

I. Construction Subcontracts and Purchase Orders Regardless of Value

Jean Paul Hymel, Chief Executive Officer
David Poor, Executive Vice President
August Gallo III, Chief Financial Officer
Keith Deshautreaux, Director of Preconstruction
Katie Baumer, Member/Operations Administrator

- II. Construction Subcontracts and Purchase Orders Valued at \$1,000,000 or Less Provided the Subcontract or Purchase Order Value Does Not Exceed 110% of the Subcontractor or Vendor Estimate, as the case may be

Michael Chiotis, Senior Project Manager
Chris Cali, Vice President
Greg Lewis, Vice President
Cody Cadella, Vice President

NOW, THEREFORE, BE IT RESOLVED, that the Manager hereby authorizes any of the following officers of the Company to execute change orders to construction subcontracts with lower tier subcontractors and purchase orders with vendors in the amounts indicated:

- I. Change Orders Regardless of Value

Jean Paul Hymel, Chief Executive Officer
David Poor, Executive Vice President
August Gallo III, Chief Financial Officer
Keith Deshautreaux, Director of Preconstruction
Katie Baumer, Member/Operations Administrator

- II. Change Orders Valued at \$500,000 or Less Provided the Change Order Does Not Exceed 50% of the Original Subcontract or Purchase Order Value, as the case may be

Michael Chiotis, Senior Project Manager
Chris Cali, Vice President
Greg Lewis, Vice President
Cody Cadella, Vice President

The undersigned has executed this written consent effective as of the date set forth above.

Manager:

By: 

David Gallo