

**Gottfried Contracting, LLC
6 Meyers Road
Covington, LA 70435
985-893-3773
Louisiana State Contractor's License # 48909**

**Sealed Bid For: WB B Plant Filter Upgrade, St. Charles Parish Louisiana
EES Project Number – 1104
St. Charles Parish Number – WWKS 68
To be delivered by: Friday, December 9, 2011 @ 10:00 A.M.**

Deliver to:

**St. Charles Parish Council
Parish of St. Charles, Louisiana
15045 River Road,
Court House Building
Hahnville, Louisiana 70057**

LOUISIANA STATE CONTRACTOR'S LICENSE # 48909

SECTION 00300
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Charles Parish
15045 River Road, Courthouse Building
Hahnville, LA 70057
(Owner to provide name and address of owner)

BID FOR: WB B Plant Filter Upgrade
St. Charles Project No. WWKS 68
EES Project No. 1104
(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: Environmental Engineering Services, Inc. and dated: September, 2011.
(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) Add#1-11/1/11, Add#2-11/8/11
Add#3-11/14/11, Add#4-11/16/11

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:

Two Hundred Ninety Nine Thousand Six Hundred Dollars (\$ 299,600.00)

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 sum of:

N/A Dollars (\$ N/A)

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

N/A Dollars (\$ N/A)

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

N/A Dollars (\$ N/A)

NAME OF BIDDER: Gottfried Contracting, LLC

ADDRESS OF BIDDER: Six Meyer Road
Covington, Louisiana 70435

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 48909

NAME OF AUTHORIZED SIGNATORY OF BIDDER: David Gottfried - Member

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: December 9, 2011

* 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

RESOLUTION

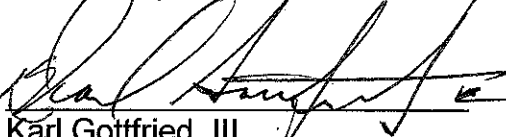
At a meeting of the Board of Directors of Gottfried Contracting, LLC, held at its office at No. 6 Meyers Road, Covington, LA 70435 on December 8, 2011 pursuant to due notice at which a quorum of the board was present, on motion, duly seconded, the following resolution was unanimously adopted:

It is resolved, that Gottfried Contracting, LLC is authorized to submit a bid on the following project; and that **David Gottfried** will be authorized to sign the bid proposal form, for:

**Westbank "B" Plant Filter Upgrade
St. Charles Project Number WWKS 68
EES Project No. 1104**

This is to certify that the above is a true and correct copy of the resolution unanimously adopted, on motion, and duly seconded at the board of directors meeting of Gottfried Contracting, LLC, a partnership organized under the laws of the State of Louisiana, held at its office, in the parish of St. Tammany on December 8, 2011, pursuant to due notice at which meeting a quorum of the Board was present; and that said resolution is duly entered upon the minute book of said corporation and is now in full force and effect.

This 8th day of December, 2011



Karl Gottfried, III
Member

1. Definitions:

For the purposes of the Louisiana Uniform Public Works Bid Form the following terms shall have the stated meanings.

"Alternate" A specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

"Base Bid" The mount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

"Bid" A complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

"Bidder:" An entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

"Bid Form" A form provided to the bidder on which to submit his bid.

"Bid Security" A bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

"Bidding Documents:" Documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

"Owner" The public entity issuing the bid.

"Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

"Public work" Means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

"Unit Price" The amount stated in a project bid representing the price per unit of materials and/or services.

2. Unit Price 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.

3. Alternates:

Provide space for, give descriptive title to and arrange for alternates in the order of priority. A maximum of (3) three alternates are allowed by State law.

4. Bid Security:

If bid security is provided in a form other than a bid bond, the bid bond form may be eliminated.

5. The undersigned Bidder proposes and agrees, if this Bid is accepted to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
6. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the disposition of Bid Security.
7. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - a. Bidder has examined copies of all the Bidding Documents, the Advertisement for Bids, the Instructions to Bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - c. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Information to Bidders and as provided in Paragraph 4.2 of the General Conditions and accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) (above) which pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and Bidders assumes responsibility for obtaining at no additional cost to Owner such additional examinations, investigations, explorations, tests, reports, or similar information or data as may be required by Bidder for such purposes.
 - e. Bidder has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Bidder assumes responsibility for obtaining at no additional cost to Owner such additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities as may be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - g. Bidder has given Engineer written notice of all conflicts errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. The Bidder agrees that the Work shall be substantially completed within the prescribed number of calendar days as stipulated in Paragraph 3.1 of the Agreement, and in accordance with Paragraph 14.8 of the General Conditions. Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions and Section 00500, Agreement.
9. The following documents are attached to and made a condition of this Bid:
- (a) Bid Bond (Section 00410); or cashiers check or certified check
 - (b) Power of Attorney (For Surety Bond only)
 - (c) Corporate Resolution (if by a corporation or joint venture of corporations) (Section 00485).
10. The following documents may be requested at a later date and in accordance with the Bid Documents. Failure to provide these documents may constitute a non-responsive bid and therefore be rejected.
- (a) Questionnaire (Section 00430).
 - (b) Schedule of Suppliers (Section 00450).
 - (c) Noncollusive and Nonsolicitation Affidavit (Section 00480)
 - (d) Attestation Clause (Section 00470)

11. Communications with the Bidder concerning this Bid shall be addressed to:

Name of Bidder: Gottfried Contracting Contact Name: David Gottfried

Address of Bidder: Six Meyer Road Contact Number: (985) 893-3773

Covington, La Contact Fax Number: (985) 892-5238
70435

12. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, GOTTFRIED CONTRACTING, L.L.C., as Principal (Bidder), and WESTERN SURETY COMPANY as Surety, are hereby held and firmly bound unto the Parish of St. Charles as Owner, in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT ~~BID~~ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 18TH day of NOVEMBER, 20 11.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work specified in Contract No. WWKS 68 for Upgrade to West Bank "B" Plant Filters.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Bidder): GOTTFRIED CONTRACTING, L.L.C. Surety:

WESTERN SURETY COMPANY

ADDRESS: 6 MEYERS ROAD
COVINGTON, LA 70436

ADDRESS: P. O. BOX 5077

SIOUX FALLS, SD 57117

BY: DAVID GOTTFRIED (SEAL)

BY: ANTHONY CURRERA (SEAL)

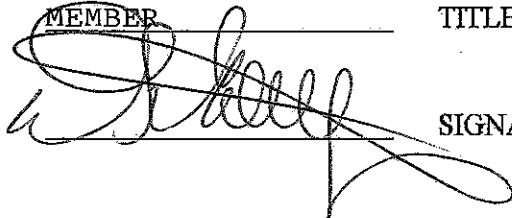
TITLE:

MEMBER

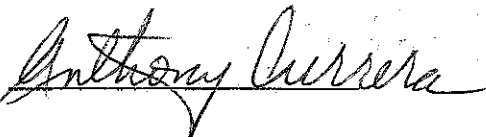
TITLE:

ATTORNEY-IN-FACT

SIGNATURE:



SIGNATURE:



Countersigned by LA Resident Agent

Typed name: ANTHONY CURRERA

Signature:



IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Louisiana, and the bond shall be countersigned by the resident agent domiciled in and who is licensed to do business in the State of Louisiana.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ralph J Le Blanc, Alexander J Ellsworth, William F Wunderlich, Anthony Currera, Charles F Cowand, Lauren T Nuss, Individually

of Metairie, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2011.



WESTERN SURETY COMPANY

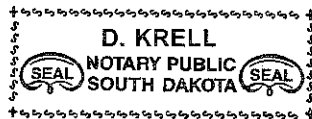
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of July, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of November, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.