

SURGERY HVAC MODIFICATIONS for IBERIA MEDICAL CENTER

SECTION BP-1 - BID PROPOSAL FORM

BID DATE: April 18, 2019 at 2:00 PM

TO: IBERIA MEDICAL CENTER

PROPOSAL FOR: **HVAC SURGICAL MODIFICATIONS for
IBERIA MEDICAL CENTER**

THE
BIDDER: Volute, Inc.

acknowledges receipt of the following:

ADDENDA: No. 1 Dated: 4-3-19
No. 2 Dated: 4-12-19
No. 3 Dated: 4-15-19

THE BIDDER: hereby declares that he has:

- a) carefully examined the bidding documents,
- b) a clear understanding of the Bidding Documents,
- c) personally, inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, and appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the above referenced project, all in accordance with the Contract Documents as prepared by;

CDMorgan & Associates, Inc.
100 Beauvais Avenue, Suite C-1
Lafayette, Louisiana 70507

and dated: February 28, 2019

BID BOND ENCLOSED: No less than five (5) percent of the base bid.

CONTINGENCY: Contractor shall add \$30,000 to bid price to be refunded to owner if not used.

BASE BID: For all work required by the Bidding and Contract Documents (including controls unit prices designated "Base Bid" and Contingency Sum but not Alternates) the sum of:

One Million Three Hundred Seventy Thousand Dollars
Dollars (\$ 1,370,000.00)

ADDITIVE ALTERNATE 1: Replace Chiller #1

One Hundred Thirty-Three Thousand Dollars
Dollars (\$ 133,000.00)

ADDITIVE ALTERNATE 2: Replace Chiller #3

One Hundred Thirty Thousand Dollars

Dollars (\$ 130,000.00)

COMPLETION TIME: The Bidder hereby agrees to commence work under this contract on a date specified in a written "Notice to Proceed" by the Owner and to fully complete the project as follows: **BASE BID: ONE HUNDRED EIGHTY (180) CONSECUTIVE CALENDAR DAYS FROM DATE OF CONTRACT;** or within the time as may be extended as stipulated in the Contract Documents.

LIQUIDATED DAMAGES: The Bidder hereby also agrees to pay as Liquidated Damages the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above. The Owner reserves the right to terminate the contract in the event of Contractor failure to timely perform.

If the Bidder is notified of the acceptance of the bid within forty-five (45) days of the opening of the bids, he agrees to execute a Contract for the work accepted, in the Standard Contract form currently used by the Owner, within ten (10) days after notice from the Owner that the instrument is ready for signature.

REJECTION OF BIDS: The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informalities in the bidding.

WITHDRAWAL OF BIDS: The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. The bid may be withdrawn at any time prior to schedule time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: The Bidder certifies that he meets all licensing requirements of this state and is duly and currently licensed, and that his License Number is 29848.

NAME OF BIDDER: Volute, Inc.

BY: Dale Thompson, Jr.

TITLE: President

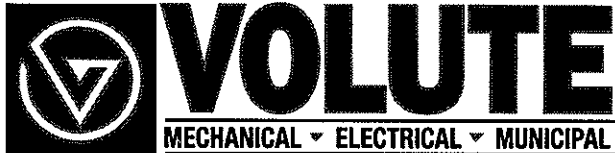
ADDRESS: 313 Venture Blvd.

Houma, LA 70360

DATED: 4-18-19

NOTE: If the Bidder is a corporation, write State of Incorporation under signature and if a partnership, list full names of all partners.

END OF SECTION BP



VOLUTE, INC.
313 VENTURE BLVD.
HOUMA, LA 70360

PHONE: (985) 876-6187
FAX: (985) 876-6251

RESOLUTION

BE IT RESOLVED by the Board of Directors of Volute, Inc. that Dale Thompson, Jr. has been appointed President of Volute, Inc., and is hereby authorized to bid on behalf of this corporation on the job designated as

HVAC Surgical Modifications for Iberia Medical Center

I, Mark H. Lee, Secretary-Treasurer, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a meeting of the Board of Directors of Volute, Inc., held on 4-15-19 pursuant to notice to all directors at which all directors were present and voting.

ATTEST:

Mark H. Lee
Secretary/Treasurer, Volute, Inc.

Dale Thompson, Jr.
President
Volute, Inc.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **VOLUTE, INC**
313 Venture Blvd. , Houma, LA 70360

as Principal, hereinafter called the Principal, and **Travelers Casualty And Surety Company Of America, 3900 North Causeway Blvd., Suite 950 Metairie, LA 70002**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Iberia Medical Center, 2315 East Main Street New Iberia, LA 70560**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID** -----Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Surgery HVAC Modification for Iberia Medical Center**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution on the final contract shall furnish evidence satisfactory to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Signed and sealed this April 18, 2019

Mary Caro
(Witness)

[Signature]
(Witness)

VOLUTE, INC (Seal)

[Signature]
(Title) Dale Thompson, Jr. - President

Travelers Casualty And Surety Company Of America (Seal)

[Signature]
Johnny D. Hampton, Attorney-in-fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Johnny D. Hampton** of **Baton Rouge Louisiana**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

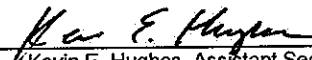
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **April**, 2019




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SURGERY HVAC MODIFICATIONS for IBERIA MEDICAL CENTER

SECTION BP-1 - BID PROPOSAL FORM

BID DATE: April 18, 2019 at 2:00 PM

TO: IBERIA MEDICAL CENTER

PROPOSAL FOR: HVAC SURGICAL MODIFICATIONS for
IBERIA MEDICAL CENTER

THE
BIDDER: Volute, Inc.

acknowledges receipt of the following:

ADDENDA: No. 1 Dated: 4-3-19
No. 2 Dated: 4-12-19
No. 3 Dated: 4-15-19

THE BIDDER: hereby declares that he has;

- a) carefully examined the bidding documents,
- b) a clear understanding of the Bidding Documents,
- c) personally, inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, and appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the above referenced project, all in accordance with the Contract Documents as prepared by:

CDMorgan & Associates, Inc.
100 Beauvais Avenue, Suite C-1
Lafayette, Louisiana 70507

and dated: February 28, 2019

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Dollars (\$ 1,370,000.00)

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Dollars (\$ 133,000.00)

ADDITIVE ALTERNATE 2: Replace Chiller #3

One Hundred Thirty Thousand Dollars

Dollars (\$ 130,000.00)

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WITHDRAWAL OF BIDS: The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. The bid may be withdrawn at any time prior to schedule time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: The Bidder certifies that he meets all licensing requirements of this state and is duly and currently licensed, and that his License Number is 29848

NAME OF BIDDER: Volute, Inc.

BY: Dale Thompson, Jr.

TITLE: President

ADDRESS: 313 Venture Blvd.

Houma, LA 70360

DATED: 4-18-19

NOTE: If the Bidder is a corporation, write State of Incorporation under signature and if a partnership, list full names of all partners.

END OF SECTION BP



VOLUTE, INC.
313 VENTURE BLVD.
HOUMA, LA 70360

PHONE: (985) 876-6187
FAX: (985) 876-6251

RESOLUTION

BE IT RESOLVED by the Board of Directors of Volute, Inc. that Dale Thompson, Jr. has been appointed President of Volute, Inc., and is hereby authorized to bid on behalf of this corporation on the job designated as

HVAC Surgical Modifications for Iberia Medical Center

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ATTEST:

Mark H. Lee
Secretary/Treasurer, Volute, Inc.

Dale Thompson, Jr.
President
Volute, Inc.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **VOLUTE, INC**
313 Venture Blvd. , Houma, LA 70360

as Principal, hereinafter called the Principal, and **Travelers Casualty And Surety Company Of America, 3900 North Causeway Blvd., Suite 950 Metairie, LA 70002**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Iberia Medical Center, 2315 East Main Street New Iberia, LA 70560**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID** -----Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Surgery HVAC Modification for Iberia Medical Center**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution on the final contract shall furnish evidence satisfactory to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Signed and sealed this April 18, 2019

Mary Caro
(Witness)

[Signature]
(Witness)

VOLUTE, INC (Seal)

[Signature]
(Title) Dale Thompson, Jr. - President

Travelers Casualty And Surety Company Of America (Seal)

[Signature]
Johnny D. Hampton, Attorney-in-fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Johnny D. Hampton** of **Baton Rouge Louisiana**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **April, 2019**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.