

00 41 13 – BID FORM

FOR: REPLACE MULTIPLE BOILERS AT VARIOUS CAMPUSES - MGCCC

TO: Mississippi Gulf Coast Community College
Perkinston, Mississippi
(hereinafter called "Owner")

DATE: 1/17/2019

SUBMITTED BY:

Bidder's Full Name (hereinafter called "Bidder"): Gottfried Contracting, LLC

Address: 6 Meyers Road

City, State, Zip: Covington, LA

OFFER

Having examined the site of the proposed work, the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stephens Mechanical LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials and supplies, to perform the Work within the time set forth herein for the prices stated below:

BID SCHEDULE:

1. BLDG F, GAUTIER

ONE HUNDRED SEVEN THOUSAND - ^{\$} DOLLARS (\$ 107,000)

2. BLDG K, GULFPORT

ONE HUNDRED THIRTY THOUSAND ^{\$} DOLLARS (\$ 130,000)

3. OWEN AND MORAN HALL, PERKINSTON

ONE HUNDRED SEVENTY TWO THOUSAND ^{\$} DOLLARS (\$ 172,000)

4. TOTALED OF ITEMS 1,2,3:

FOUR HUNDRED NINE THOUSAND DOLLARS (\$ 409,000)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for **sixty (60)** calendar days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will substantially complete the Work within 90 consecutive days after Notice to Proceed is issued.

If the Substantial Completion date falls beyond the above date based on days, we will pay to the Owner the following amount as liquidated damages, not as a penalty, for each calendar day of delay for the Project until the actual date of Substantial Completion of the Project.

\$150 per calendar day

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum No. 1 dated 12/21/18 Addendum No. dated

Addendum No. 2 dated 1/8/19 Addendum No. dated

Addendum No. 3 dated 1/15/19 Addendum No. dated

Addendum No. dated Addendum No. dated

Addendum No. dated Addendum No. dated

BID FORM SUPPLEMENTS

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form. Failure to complete and submit these forms with the bid proposal will cause the bid to be considered non-responsive.

Non-Resident Contractor: attach a copy of your State's current law (refer to "Instructions to Bidders" for additional information)

BID FORM CHECKLIST (INCLUDING SUPPLEMENTS)

Failure to complete this checklist and submit these forms with the bid proposal will cause the bid to be considered non-responsive. The Supplements are attached to this Bid Form and are to be considered an integral part of this Bid Form.

- ☐ I am a Resident Contractor
- ☒ I am a Non-Resident Contractor and have attached a copy of my State's current law (refer to "00 21 13 – Instructions to Bidders" for additional information)
- ☒ I have included all Allowances indicated per Division 1 Section "Allowances" in the Base Bid amount
- ☒ I understand that if we are the apparent low bidder, within 24 hours of bid opening we will provide experience requirements if requested (refer to "00 21 13 – Instructions to Bidders" for additional information)

BID FORM SIGNATURE

Bidder's Name: _____

By _____ (Seal – If Bid is by Corporation)
(Signature)

Name and Title: David S. Gottfried, Member

Business Address: 6 Meyers Road, Covington, LA 70435

Certificate of Responsibility No.: 17776-MC

3/19/18



GOTTFRIED
CONTRACTING, LLC

Universal Citation: LA Rev Stat § 38:2225

§2225. Preference in letting contracts for public work

A. Repealed by Acts 1984, No. 894, §3, eff. July 1, 1987.

B. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

C. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Acts 1983, No. 43, §1, eff. June 17, 1983. Acts 1984, No. 894, §2.

David S. Gottfried, Member
Gottfried Contracting, LLC
6 Meyers Road
Covington, LA 70435
985-893-3773
985-892-5238 (fax)

1/17/19
Date



GOTTFRIED
CONTRACTING, LLC

RESOLUTION

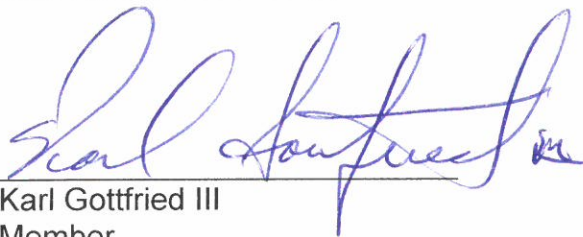
At a meeting of the Board of Directors of Gottfried Contracting, LLC, held at its office at No. 6 Meyers Road, Covington, LA 70435 on January 7, 2019 pursuant to due notice at which a quorum of the board was present, on motion, duly seconded, the following resolution was unanimously adopted:

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:

Replace Multiple Boilers at Various Campuses - MGCC
Mississippi Gulf Coast Community College

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 January 7, 2019, 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 partnership and is now in full force and effect.

This 7th day of January, 2019.



Karl Gottfried III
Member

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

GOTTFRIED CONTRACTING, L.L.C.

6 Meyers Road
Covington, LA 70435

SURETY:

(Name, legal status and principal
place of business)

Western Surety Company
151 N. Franklin Street, 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

**Mississippi Gulf Coast
Community College**
51 Main Street
Perkinston, MS 39573

BOND AMOUNT: FIVE PERCENT (5%) OF AMOUNT BID Dollars

PROJECT:

(Name, location or address, and Project number, if any) **Replace Multiple Boilers at Various Campuses - MGCCC**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **17th day of January**, 2019

(Witness)

(Witness)

Countersigned:
Norma Toups, Mississippi Licensed Agent #10145169

Gottfried Contracting, L.L.C.

(Principal)

(Seal)

(Title) **David S. Gottfried, Member
Western Surety Company**

(Surety)

(Seal)

(Title) **Norma Toups, Attorney-in-fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

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, Charles F Cowand, Anthony Currera, Alexander J Ellsworth, Kathryn Moore, NormaToups, 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 Vice President and its corporate seal to be hereto affixed on this 3rd day of July, 2018.



WESTERN SURETY COMPANY

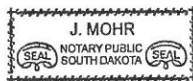
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of July, 2018, 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 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

June 23, 2021



J. Mohr, 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 17th day of January, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GOTTFRIED CONTRACTING, L.L.C.
6 MEYERS RD.

COVINGTON, LA 70435

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION
- 3) MECHANICAL WORK 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 10 day of Feb., 2019



CERTIFICATE OF RESPONSIBILITY

No. 17776-MC

Expires Jul. 10, 2019

Joel A. Cavall

CHAIRMAN OF THE BOARD