

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: England Economic & Industrial
Development District
1611 Arnold Drive, Building 1803
Alexandria, Louisiana 71303
(Owner to provide name and address of owner)

BID FOR: Air Traffic Control Radio Replacement Phase 1

(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:

Meyer, Meyer, LaCroix & Hixson, Inc. and dated: January 2023.
(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, & 3.

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:
EIGHT HUNDRED SIXTY NINE THOUSAND AND 00/100 Dollars (\$ 869,000.00)

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 IVS-IP Voice Switch - Add for the lump sum of:
SIX HUNDRED THIRTY THOUSAND AND 00/100 Dollars (\$ 630,000.00)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A Dollars (\$ N/A)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A Dollars (\$ N/A)

NAME OF BIDDER: Ernest P. Breaux Electrical LLC.

ADDRESS OF BIDDER: P.O. Box 11640 New Iberia, LA 70562

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 62810

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Michael G. Whaley

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President - Industrial/Highway Division

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: March 1, 2023

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. 38:2212(B)(5).

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.

BID BOND

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

BIDDER (Name and Address):

Ernest P. Breaux Electrical, LLC
2812 Broken Arrow Road
New Iberia, La 70560

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., FSSC-RR
Columbus, OH 43215-2220

OWNER (Name and Address):

ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT
1611 ARNOLD DRIVE, BUILDING 1803
ALEXANDRIA, LA 71303

BID

Bid Due Date: March 1, 2023

Description (Project Name— Include Location):

Air Traffic Control Radio Replacement Phase 1

BOND

Bond Number: N/A

Date: March 1, 2023

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Ernest P. Breaux Electrical, LLC

Bidder's Name and Corporate Seal

By:

Signature

MICHAEL G. WHALEY

Print Name

PRESIDENT - INDUSTRIAL / HIGHWAY DIV

Title

Attest:

Signature

SHAUN MOREIN

Title ESTIMATOR

SURETY

Nationwide Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Tawanda A. Weatherspoon

Print Name

Attorney In Fact

Title

Attest:

Signature

Paige Borer

Title Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRENDA G ORTEGO; CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY;
DEBBIE DUNAWAY; DEWEY B MASON; EDWARD L KINNEY Jr.; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH;
KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E KLEINPETER; PATRICK MASON; RHONDA S CROOKS; ROXANNA S BORER;
STEPHANIE S MCKNIGHT; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL;
TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of

March, 2023

Assistant Secretary



Contractors


Designers

RESOLUTION

BE IT RESOLVED by the Board of Managers of ERNEST P. BREAUX ELECTRICAL, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, and domiciled in the City of New Iberia that David P. Bell, President and Chief Executive Officer of the Company, and/or, Thomas Bell, President of the Commercial Division of the Company, and/or Michael G. Whaley, President Industrial/Highway Division of the Company, be and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Company.

David Bell
President, Chief Executive Officer

Thomas Bell
President – Commercial Division



Michael G. Whaley
President – Industrial/Highway Division

CERTIFICATE

I, Meagan Bell, Assistant Secretary of ERNEST P. BREAUX ELECTRICAL, L.L.C., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Managers of said company at a meeting thereof legally held on the 4th day of November, 2022; that said resolution is duly entered into the records of said company; it has not been rescinded or modified; that it is now in full force and effect.

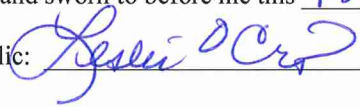
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said company on this 1st day of March, 2023.


_____, Secretary

State of: Louisiana

County/Parish of: Iberia

Subscribed and sworn to before me this 1st day of March, 2023.

Notary Public:  My commission expires: Life Louisiana Notary No.: 52054

