

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Rapides Parish School Board  
619 Sixth Street  
Alexandria, LA 71301

**BID FOR:** Tioga High School Softball Complex  
RPSB Bid No. 17-31

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: August 2017  
(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) Addenda 1 dated 8.11.17, Addenda 2 dated 8.25.17

**TOTAL BASE BID:** For all work required by the Bidding Documents (but not alternates) the lump sum of:

One Million Two Hundred Twenty Eight Thousand Nine Hundred Fifty Dollars (\$ 1,228,950.00 )

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

**Alternate Additive No. 1** - Furnish and Install Bleachers for the lump sum of:

Fifty Thousand Four Hundred Twenty Six Dollars (\$ 50,426.00 )

**Alternate Additive No. 2** – Furnish and Install an Elevated Press Box for the lump sum of:

Fifty Two Thousand Four Hundred Thirty Seven Dollars (\$ 52,437.00 )

**Alternate Additive No. 3** – Furnish and Install a LED Scoreboard for the lump sum of:

Seventeen Thousand Thirty Two Dollars (\$ 17,032.00 )

**NAME OF BIDDER:** Hellas Construction, Inc.

**ADDRESS OF BIDDER:** 12710 Research Blvd., Ste. 240  
Austin, Texas 78759

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 42197

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Jack Adams

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Vice President-Estimating

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 8/31/2017

\* 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(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.

## CORPORATE RESOLUTION

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): Jack Adams, Vice-President, Estimating. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Hellas Construction, Inc., a corporation duly formed pursuant to the laws of the state of Texas and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 12, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto fixed the corporate seal of the above-named Corporation this 12<sup>th</sup> day of October, 2016.



Dan Schlapkohl

Secretary

## BID BOND

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

**BIDDER (Name and Address):**

Hellas Construction, Inc., 12710 Research Blvd., Suite 240, Austin, TX 78759

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

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

**OWNER (Name and Address):**

Rapides Parish School Board, 619 Sixth Street, Alexandria, LA 71301

**BID**

Bid Due Date: August 31, 2017

Description (Project Name— Include Location):

Tioga High School Softball Complex, RPSB Bid #17-31

**BOND**

Bond Number: n/a

Date: August 30, 2017

Penal sum Five Percent of Total Amount of 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**

Hellas Construction, Inc., 12710 Research Blvd., (Seal)

Bidder's Name and Corporate Seal

By:

Signature

JACK ADAMS

Print Name

Vice President-Estimating

Title

Attest:

Signature Dan Schiapkohl

Title Secretary

**SURETY**

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Ginger Hoke

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Jacqueline Kirk, Witness

Title

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.



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7829108

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. Gregory Stitts; Ginger Hoke; Jacqueline Kirk; Mark R. DeWitt

all of the city of Dallas, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of July, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of August, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



2525 Quail Drive, Baton Rouge, 70808 (225) 765-2301



## Louisiana State Licensing Board for Contractors



## Contractor Information

**Business Name** HELLAS CONSTRUCTION, INC.  
**Mailing Address** 12710 Research Boulevard, Suite 240  
Austin, TX 78759  
**Phone Number** (512) 250-2910  
**Fax Number** (512) 250-1960  
**Email Address** dans@hellasconstruction.com

## Active Licenses

**License Number** 42197  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 11/19/2015  
**Expiration** 11/18/2017  
**First Issued** 11/18/2004

## Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION	Matthew Schnitzler	ALL
BUSINESS AND LAW	Reed James Seaton	ALL
SPECIALTY: ARTIFICIAL TURF	Matthew Schnitzler	ALL
SPECIALTY: ARTIFICIAL TURF	Reed James Seaton	ALL
SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES	Reed James Seaton	ALL

© 2016 All rights reserved. | LSLBC



Translate »

**KEMP W. GORTHEY**

*Attorney At Law*

*604 West 12th Street  
Austin, Texas 78701-1718  
kempgorthey@austin.rr.com*

*Tel: (512) 236-8007*

*Fax: (512) 479-6417*

Texas law is as follows:

*A [Texas] governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Tex. Government Code § 2252.002).*

**TEXAS RESIDENT BIDDER PREFERENCE:**

*Procurement: Preferences, 1 Tex. Admin. Code § 113.8. Texas bidders given preference when cost and quality of goods or services equal. Texas agricultural products offered by Texas bidder given preference if cost and quality is equal. Services offered by Texas bidder given preference if meet state requirements, quality is equal, and cost does not exceed nonresident bid of equal quality. (Nonmissionrelated procurements made by Texas National Research Laboratory Commission follow this rule, 1 Tex. Admin. Code § 303.1.)*

*Procurement: Preference to Texas services, Tex. Gov't Code § 2155.444. For goods, preference given to Texas bidders if cost and quality are equal. For agricultural products, second preference given to Texas Bidders if cost and quality equal.*

Should you have any questions or comments, please contact me.

Sincerely,



Kemp W. Gorthey