

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Bernard Parish Government
Department of Public Works
1125 E. St. Bernard Highway
Chalmette, Louisiana

BID FOR: St. Bernard Parish Public Library
Judge Perez Drive
St. Bernard Parish, Louisiana
Parish Project No. SBPG/NPL

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: Mathes Brierre Architects + Architects Beazley Moliere and dated: May 5, 2023

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:

Eleven Million Eight Hundred Seventy Thousand Dollars (\$ 11,870,000.00)

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 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

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: Landis Construction Co., LLC

ADDRESS OF BIDDER: 8300 Earhart Boulevard, Suite 300
New Orleans, LA 70118

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 35933

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Christian Generes

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President, Authorized Agent

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: June 6, 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 R.S. 38:2218(A) attached to and made a part of this bid.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Landis Construction Co., L.L.C.
8300 Earhart Blvd., Ste. 300
New Orleans, LA 70118

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER:

(Name, legal status and address)

St. Bernard Parish Government, Department of Public Works
1125 East St. Bernard Highway
Chalmette, LA 70043

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

St. Bernard Parish Public Library, Judge Perez Drive, St. Bernard Parish, Louisiana,
Parish Project No. SBPG/NPL

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

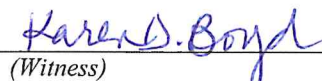
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

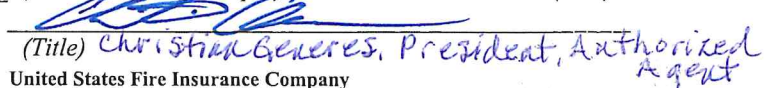
Signed and sealed this 6th day of June, 2023.



(Witness)

Landis Construction Co., L.L.C.

(Contractor as Principal) (Seal)



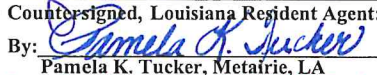
(Title) Christian Genereux, President, Authorized Agent



(Witness) Countersigned, Louisiana Resident Agent:

United States Fire Insurance Company

(Surety) (Seal)

By: 

Pamela K. Tucker, Metairie, LA



(Title) Pamela K. Tucker, 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.

Init.

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ACD43070910

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06989

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Stephen L. Cory, Pamela K. Tucker, Bert Guiberteau, Jr., Michael C. Seaman,
Mary Claire Buckley, Ronald Chase Zumo

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

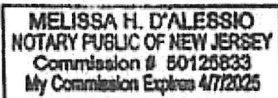
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **6th** day of **June** 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

COMPANY CERTIFICATE

The undersigned hereby certifies that:

1. I am a duly elected and acting Authorized Agent of Landis Construction Co., L.L.C., a Louisiana limited liability company (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of the resolutions adopted by the sole manager of the Company. Said resolutions have not been amended, rescinded, or modified, are in full force and effect on the date hereof, and are in accord with and pursuant to the Articles of Organization and the Fourth Amended and Restated Operating Agreement of the Company.

Thus, done and signed as of the 6th day of June, 2023.



Christian Generes, President/Authorized Agent

Exhibit A

[attach Written Consent]

LANDIS CONSTRUCTION CO., L.L.C.

UNANIMOUS WRITTEN CONSENT OF THE SOLE MANAGER

January 1, 2021

Pursuant to the Articles of Organization and the Fourth Amended and Restated Operating Agreement of Landis Construction Co., L.L.C. (the "Company"), the undersigned sole manager, acting herein by written consent, hereby agrees:

BE IT RESOLVED that each of Anne Teague Landis, James C. Landis and Christian Generes (each, individually, being an "Authorized Agent") are hereby authorized, directed and empowered (individually), with or without consent of one another, to act on behalf of the Company in connection with:

The submission of proposal, bids, quotations, contractors, and/or offers to perform work by the Company, to any person, firm, corporation, government agency, or other institutions of whatever nature, upon such terms and conditions as he/she may determine, and, where required, to execute any forms of proposals, contractors, and/or other documents incident thereto;

The negotiation, execution, delivery and/or recordation of any authorization, note, mortgage, bond, indenture, guarantee, subordination, or similar commercial documents;

The preparation, execution, delivery, tendering, and/or filing of any Company documents, including but not limited to the Articles of Organization, the Fourth Amended and Restated Operating Agreement, minutes and financial statements;

The preparation, execution, delivery, tendering, and/or filing of engagement letters, management representation letters, or similar documents as may be reasonably required by independent accounting or law firms retained by the Company;

The execution and filing of any tax returns, closing agreements, powers of attorney, protests, statue of extensions or similar documents as may be required by any governmental agency; and

The execution of lien waivers, releases or any similar documents as may be reasonably required by the course of daily business.

BE IT FURTHER RESOLVED, that any contracts, agreements or bids heretofore made on behalf of the Company by the Authorized Agent and all acts of the Authorized Agent in connection with such contracts, agreements or bids are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that the Manager of the Company or the Authorized Agent of the Company be and is hereby authorized and empowered to certify a copy of these Resolutions, and that any person may consider the Manager and each Authorized Agent to be the applicable officials of the Company and these Resolutions to remain in full force and effect until written notice to the contrary shall be received by from the Company.

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