

SECTION 00300
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Pointe Coupee Parish Police Jury

P.O. Box 290

New Roads, LA 70760

(Owner to provide name and address of owner)

BID FOR: OCD/DR Project No. 39PARA3401

Project No. 5 - Island Road Drainage

PEC Project No. 11067-5

(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:

Professional Engineering Consultants Corp.

and dated: August 2015

(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

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated as Base Bid but not alternates) the sum of:

three Hundred Fifty three thousand three hundred Fifty ⁰⁰/₁₀₀ Dollars (\$ 353,350⁰⁰)

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:

Not Applicable

Dollars (\$ Not Applicable)

Alternate No. 2 - (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Not Applicable

Dollars (\$ Not Applicable)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Not Applicable

Dollars (\$ Not Applicable)

NAME OF BIDDER:

KCE CONTRACTORS, LLC

ADDRESS OF BIDDER:

44617 S. Airport Rd, Suite A.

Hammond, LA 70403

LOUISIANA CONTRACTORS LICENSE NUMBER:

57931

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

Kathleen I. Alonso

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

Managing Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:**

Kathleen I. Alonso

DATE:

* 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(A)(1)(c) or RS 38:2212(O).

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM
BASE BID

TO: Pointe Coupee Parish Police Jury
P. O. Box 290
New Roads, La 70760

BID FOR: PROJECT NO. 5- ISLAND ROAD
DRAINAGE
PEC PROJECT NO. 11067-5

(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	66" Equivilant Diameter ACCMPA Storm Sewer, Excavation and Bedding		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	250	L.F.	\$294.50	\$73,625.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	60" Equivilant Diameter ACCMPA Storm Sewer, Excavation and Bedding		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	150	L.F.	\$303.90	\$45,585.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Concrete Catch Basin CB-02, Double Grate Top, Excavation and Bedding		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	4	Each	\$9,225.00	\$36,900.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Connect Existing 66" Equivilant Diameter To New 66" Equivilant Diameter ACCMPA		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1	Each	\$250.00	\$250.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Connect Existing 60" Equivilant Diameter To New 60" Equivilant Diameter ACCMPA		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	1	Each	\$250.00	\$250.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Clear, Grub and Dispose of Trees, Shrubs, Brush and Debris; Both Sites		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1	Lump Sum	\$26,500.00	\$26,500.00 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Excavate, Grade, Shape and Compact Existing Ditch Bottom for New Storm Sewer Placement; Both Sites 1.00		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	475	L.F.	\$130,125.00	\$61,812.50 ✓
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Fill Material; Both Sites		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	1	Lump Sum	\$130,125.00	\$130,125.00 ✓

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Class 130 Rip Rap; Both Sites		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	180	C.Y.	\$198 ⁰⁰	\$35,640 ⁰⁰ ✓

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Seeding and Mulching of Embankments; Both Sites		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1	Lump Sum	\$2,000 ⁰⁰	\$2,000 ⁰⁰ ✓

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	Erosion Control; Both Sites		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	Lump Sum	\$2,000 ⁰⁰	\$2,000 ⁰⁰ ✓

Wording for "DESCRIPTION" is to be provided by the Owner.

BID BOND

Westchester Fire
Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that we, KCR Contractors, LLC as Principal, and as Surety, are hereby held and firmly bound unto the Pointe Coupee Parish Police Jury as OWNER in the penal sum of Five Percent of The Greatest Amount Bid DOLLARS (\$ 5% G.A.B.) for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 25th day of September, 2015. The Condition of the above obligation is such that whereas the Principal has submitted to the Pointe Coupee Parish Police Jury, a BID, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the Project No. 5 - Island Road Drainage - Hurricane Gustav/Ike Disaster Recovery.

NOW THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

KCR Contractors, LLC PRINCIPAL

BY:

Kathleen J. Alonso TITLE Managing Member

Westchester Fire Insurance Company SURETY

BY:

Russell Frenzel TITLE
Russell Frenzel, Attorney-in-Fact

IMPORTANT: Bid Guaranty Bonds: In accordance with Revised Statute 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies.

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Westchester Fire Insurance Company for information or to make a complaint at:

ACE USA
Claims
225 E. John Carpenter Freeway, Suite 1300
Irving, TX 75062

(972) 465-7900
(972) 465-7645 FAX

You may contact the Texas Department of Insurance to obtain information on companies, coverage, right or complaints at:

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Blaine Allen, Brady K Cox, Brent Baldwin, Brock Baldwin, Michael B Hill, Russell Frenzel, William D Baldwin, all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

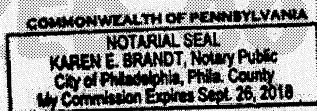
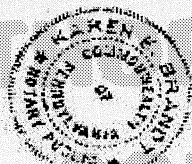


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 15 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 25th day of September, 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 15, 2016.



ARTICLES OF ORGANIZATION OF KCR CONTRACTORS, L.L.C.

The undersigned, in the presence of the undersigned witnesses and Notary Public, acting pursuant to the Limited Liability Company Law of Louisiana (La. R.S. 12:1301, *et. seq.*) hereby set forth the following Articles of Organization for KCR Contractors, L.L.C., as follows:

ARTICLE 1

Name

The name of this Limited Liability Company (hereinafter, the "L.L.C.") is to be:

KCR CONTRACTORS, L.L.C.

ARTICLE 2

Purpose

- 2.1 **Purpose.** The purpose of the L.L.C. is to conduct and authorize any and all lawful business for which limited liability companies can be formed under Louisiana law, including, but not limited to:
- (a) To engage in negotiations and secure contracts for the provision of services in the area of construction, environmental services, disaster relief services and other ventures through such means and methods as the L.L.C. may deem good and appropriate.
 - (b) The acquisition of real or personal, movable or immovable, tangible or intangible property or contracts in the name of the L.L.C., by purchase, provision of services or otherwise; and attendant distributions of any realized returns commensurate with Member's investment interest in the L.L.C.
 - (c) The distribution of any property or interest owned by the L.L.C. by way of sale, lease, transfer, exchange, provision of services or otherwise.
 - (d) The Member acknowledges that the initial capital contributions to the Company may not, alone, be sufficient for the operation of the Company and it is intended that cash requirements of the Company in connection with same may be satisfied by additional future capital contributions or loans obtained by the Company from Member(s) or third party lenders.

- (e) Any other activity deemed by the Member(s), except as may otherwise be provided herein, to be necessary or desirable in connection with any of the activities listed herein.

ARTICLE 3

Registered Agent

- 3.1 **Registered Agent.** Pursuant to La. R.S. 12:1308, Kathleen Istre Alonso, a resident of the State of Louisiana, is hereby appointed as the registered agent for service of process in the State of Louisiana, all as confirmed by the *Affidavit of Acceptance of Appointment by Designated Registered Agent* filed herewith. This Article may be amended at any time by the Managing Members.

ARTICLE 4

Issuance of L.L.C. Membership Units and Detailing of L.L.C. Members

- 4.1 **Members.** The members of the L.L.C. are identified as follows and they will participate as Members in the following percentages of participation:

Kathleen Istre Alonso, 42127 Birch St., Hammond, LA 70403	85%
Rayford Curt Bridges, 2724 Hwy. 10, Greensburg, LA 70441	15%
	<hr/> 100%

- 4.2 **Membership Units to be Issued by the L.L.C. to each of the Members Detailed Above.**

The L.L.C. hereby issues 10,000 L.L.C. units and those will be apportioned to the Members as follows:

1. Kathleen Istre Alonso	8500
2. Rayford Curt Bridges	1500
	<hr/> 10,000 Units

- 4.3 The L.L.C. reserves the right to hold any additional or undistributed units in the L.L.C. Treasury for apportionment to either current or new L.L.C. members in the future, pursuant to appropriate supervision by the L.L.C. Managing Members and/or L.L.C. Membership vote where appropriate.

ARTICLE 5

Capital

- 5.1 **Initial Capital Contribution.** The Members shall contribute, as an Initial Capital Contribution to the L.L.C., agreed upon sums or services to be recorded in the official records of the company and those agreed upon contributions (once tendered, cleared and recorded) will result in the ownership of the L.L.C. as set forth in the apportionment of Member shares, detailed with specificity in Article 4.
- 5.2 **No Withdrawal.** No initial or subsequent Member(s) shall have the right to withdraw his Capital Contribution at any time. No initial or subsequent Member(s) may require the return of his or her Capital Contribution or any cash distribution except as provided in these Articles and then only when there are sufficient funds available for any such distribution after satisfaction of creditors of the L.L.C.
- 5.3 **Additional Contributions.** No Member shall be required to make any additional contributions to the capital of the L.L.C. except as set forth in the Operation Agreement.

ARTICLE 6

Designation and Authority of Managing Members

- 6.1 **Managing Member.** Kathleen Istre Alonso is hereby designated, appointed or affirmed as the Managing Member of the L.L.C. and, as such, shall represent the L.L.C., all as set forth hereinbelow.
- 6.2 **Authority of Managing Member.** Kathleen Istre Alonso shall have all powers necessary to manage the L.L.C.'s affairs, including, by way of illustration and not by way of limitation, the following powers:
- (a) To engage in negotiations and secure contracts for the provision of services in the area of construction, environmental services, disaster relief services and other ventures through such means and methods as the L.L.C. may deem good and appropriate.
 - (b) The power to establish title and other restrictions affecting Property owned by the L.L.C., or upon property where the L.L.C. is performing its services.
 - (c) The power to finance or refinance any portion or all of the debt or operational needs of the L.L.C.;
 - (d) The powers to sell, exchange, or otherwise dispose of L.L.C. Property, with the proviso that any transaction exceeding \$50,000.00 in value must be first approved by the Members.

- (e) The power to exercise any and all powers that are vested in the Managing Member by the other provisions of these Articles or by operation of Louisiana law.
- (f) The powers to make or to not make various elections for federal, state and local income tax reporting purposes, including the power to serve as the "Tax Matters Partner" within the meaning of Section 6231 (a) (7) of the Internal Revenue Code, the power to designate themselves as the "Tax Matter Partners" and the right and power to designate others on their behalf in implementing their authority as "Tax Matter Partners." In connection with this authority as "Tax Matter Partners," the Managing Members shall have the authority to (i) extend the statute of limitations for assessment of tax deficiencies against the Member(s) with respect to adjustments to the L.L.C.'s federal, state or local tax returns; and (ii) represent the L.L.C. and the Member(s) before taxing authorities or courts of competent jurisdiction in tax matters affecting the L.L.C. and the Member(s) and to execute any agreements or other documents relating to or affecting such tax matters.

- 6.3 **No Limitations in Operating Agreement.** Third parties are entitled to rely on these Articles of Organization and no power granted herein shall be limited by any Operating Agreement applicable to this L.L.C. In the event of a conflict between the Articles of Organization and any relevant Operating Agreement, these Articles of Organization shall govern.

ARTICLE 7

Right to Rely on Authority

- 7.1 **Right to Rely on Authority.** In accordance with the provisions of La. R.S. 12:1305(C)(5) and with these Articles of Organization, Kathleen Istre Alonso is authorized to execute certificates which establish the membership of any Member, the authenticity of any records of the L.L.C., including but not limited to, providing a statement of those persons or entities with the authority to take the actions referred to in La. R.S. 12:1318(B). No person dealing with Kathleen Istre Alonso shall be required to determine their authority to make any such commitment or undertaking on behalf of the L.L.C., or to determine any fact or circumstances bearing upon the existence of their authority and shall be entitled to conclusively rely upon such certificates. No person shall be bound to see the application or distribution of revenue or proceeds paid or credited in connection with such action unless the party shall have received written notice to the contrary from the L.L.C.
- 7.2 **Power of Attorney.** Subject to the general provisions set forth in Section 6.1, *supra.*, each current or subsequent Member hereby makes, constitutes and appoints Kathleen Istre Alonso with full power of substitution and resubstitution, as their true and lawful agent and attorney-in-fact for his use and benefit, in their name, place and stead, to make, execute and acknowledge and deliver such acts, instruments, amendments and agreements as Kathleen Istre Alonso deems, in her sole and uncontrolled discretion, to be necessary and required to effect the goals set out in Article 6.

Each current or subsequent Member authorizes Kathleen Istre Alonso as their agent and attorney-in-fact ("Agent") to take *any* further action which they shall consider necessary or advisable in connection with the foregoing, hereby giving such Agent full power and authority to act to the same extent as if such Members were personally present, and hereby ratifying and confirming all that such Agent shall lawfully do or cause to be done by virtue of this power of attorney. The power of attorney granted pursuant to this Section is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, insanity or incapacity of the granting Member. Any person dealing with the L.L.C. may conclusively presume or rely upon the fact that any instrument herein authorized to be executed by Kathleen Istre Alonso is duly authorized, executed and binding without further inquiry of the L.L.C. and/or Kathleen Istre Alonso.

ARTICLE 8

Termination, Dissolution and Liquidation

- 8.1 **Term.** The L.L.C. shall commence on the date this instrument is either filed with or approved by the Louisiana Secretary of State, whichever is earlier in time, and shall continue in existence until the winding up and liquidation of the L.L.C., and its business is completed following a liquidating event, as provided in Section 8.2 hereof.
- 8.2 **Termination.** The L.L.C. shall be terminated upon the first to occur of the following:
- (a) Voluntary termination by Managing Members or those Members holding not less than seventy-five (75%) percent of the shares, units or ownership interests issued;
 - (b) A Judgment of Termination; or
 - (c) The granting of an order for relief under Chapter 7 of the U. S. Bankruptcy Code (11 U.S.C.A. § 701, *et. seq.*)

ARTICLE 9

Members' Operating Agreement

- 9.1 **Members' Operation Agreement.** Except as specifically described herein and subject to Section 6.3 hereinabove, an Operating Agreement for this L.L.C. may be either confected in due course by the Member(s), whose discretion as to the L.L.C.'s best operational interests will then control; or the Member(s) may operate pursuant to the Articles of Organization without the need for a specific Operating Agreement.

ARTICLE 10

Amendments and Voting

- 10.1 **Amendments.** Except as set forth in Article 6, these Articles may not be amended, changed or modified in any respect without the affirmative vote of the Managing Member or of Members holding not less than seventy-five (75%) percent of the Ownership Interests, said Interest being defined by the L.L.C. Units held by the member voting. Any amendment shall not be binding upon third parties until an amendment by authentic act is recorded in the office of the Secretary of State.
- 10.2 **Voting.** Unless otherwise provided in these Articles of Organization, each Member shall be entitled to cast the number of votes, determined according to his Ownership Interest, on all matters properly brought before the Member(s), and all decisions of the Member(s) shall be made by a majority of the votes cast. In this vein, the percentage of the total Membership Units issued by the L.L.C. to each Member shall determine the percentage of Ownership Interest held by any L.L.C. Member, all as set forth in Sections 4.1 and 4.2, *supra*.

ARTICLE 11

Definitions

- 11.1 **"Capital Account"** means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions: (i) to each Member's Capital Account there shall be credited such Member's Capital Contributions made by such Member to the L.L.C.; and (ii) to each Member's Capital Account there shall be debited such Member's share of L.L.C. distributions and his distributive share of L.L.C. losses
- 11.2 **"Capital Contribution"** means the Initial Capital Contribution of a Member and any additional contributions made by a Member to the capital of the L.L.C., and as adjusted according to the provisions hereof.
- 11.3 **"Initial Capital Contribution"** means the contribution of an interest or an undivided interest in Property to the L.L.C. as provide in Article IV hereof.
- 11.4 **"Internal Revenue Code" or "Code"** means the Internal Revenue Code of 1986, as amended at the time of reference thereto (or any corresponding provisions of succeeding law).
- 11.5 **"Members"** means those persons, groups of persons or partnerships enumerated in Section 3.1, *supra*, and any other person or entity later acquiring L.L.C. Units.

11.6 "L.L.C. Property" or "L.L.C. Assets" or "Property" or "Assets" means all property and assets of the L.L.C., of whatever kind and nature and wherever situated and however acquired, movable and immovable, tangible and intangible, owned by the L.L.C. This includes the stock assets referred to with particularity in Section 2.1.

SWORN TO AND SUBSCRIBED before me on this 18th day of December, 2012 at Baton Rouge, Louisiana.

WITNESSES:

Liz Sherman

Liz Sherman
(Printed Name of Witness)

Dah

Diana Aubin
(Printed Name of Witness)

Kathleen Istre Alonso
Kathleen Istre Alonso

Rayford Curt Bridges
Rayford Curt Bridges

Christopher S. Suba

Christopher S. Suba
Notary Public No. 69158

EXHIBIT "A" TO INITIAL REPORT OF
KCR CONTRACTORS, L.L.C.

**AFFIDAVIT OF ACKNOWLEDGEMENT AND ACCEPTANCE
OF APPOINTMENT BY DESIGNATED REGISTERED AGENT**

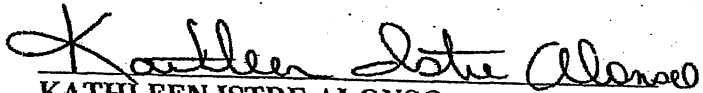
TO: Louisiana Secretary of State

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

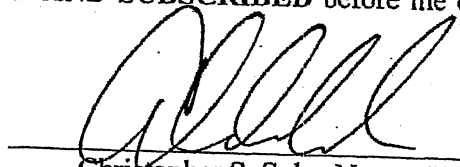
On this 18th day of December, 2012, before me, a Notary Public, in and for the State and Parish aforesaid, personally came and appeared:

KATHLEEN ISTRE ALONSO

who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as Registered Agent of KCR Contractors, L.L.C., authorized to transact business in the State of Louisiana pursuant to the provisions of Title 12, Chapter 22 of the Louisiana Revised Statutes Annotated.


KATHLEEN ISTRE ALONSO
Registered Agent

SWORN TO AND SUBSCRIBED before me on the day, month, and year first above set forth.



Christopher S. Suba, Notary Public No. 69158
My Commission Expires At My Death