

LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00121789

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TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST. SUITE 4400
GRETN, LA 70053
(Owner to provide name and address of owner)

BID FOR: LABOR, MATERIALS AND EQUIPMENT
TO DEMOLISH AND REMOVE EXISTING
PLANT LOCATED AT THE EASTBANK W
TREATMENT PLANT FOR JEFFERSON P
(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: Jefferson Parish Department of Purchasing

(Owner to provide name of entity preparing bidding documents.) and dated: 1-22-18

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 and #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:

sixty five thousand Dollars (\$) 65,000.00

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: Dollars (\$)

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

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

NAME OF BIDDER: SEMS, Inc.

ADDRESS OF BIDDER: 11628 S. Choctaw Drive, Baton Rouge, LA 70815

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 27770

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Mark L. Morgan, P.E.

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Principal

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Handwritten Signature]

DATE: 2/27/18

* 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 LSA-R.S. 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00121789

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST, STE 4400
GRETN, LA 70053
(Owner to provide name and
address of owner)

LABOR, MATERIALS AND EQUIPMENT NECESSAR'
TO DEMOLISH AND REMOVE EXISTING GAC
PLANT LOCATED AT THE EASTBANK WATER
TREATMENT PLANT FOR JEFFERSON PARISH

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 0010 DEMOLITION AND REMOVAL OF GAC PLANT WATER DEPT. -EB WATER PLANT-MERVIN GRAVE <input type="checkbox"/> Alt.# A SITE VISIT IS REQUIRED				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
02017-087-WR	1.00	ONLY		63,000.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid 0020 DISPOSAL OF THREE (3) FIBER GLASS COATED TANKS <input type="checkbox"/> Alt.# THIS IS TO REMOVE THE OLD GAC PLANT AND TWO OLD ALUM STORAGE TANKS AT THE				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
02017-087-WR	1.00	ONLY		2,000.00

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

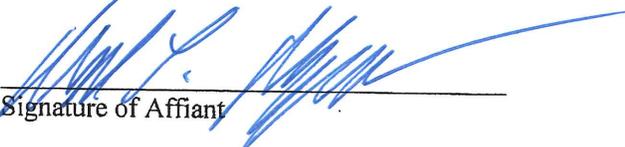
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[The remainder of this page is intentionally left blank.]

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



Signature of Affiant

Mark L. Morgan, Principal

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 27th DAY OF February, 2018.



Notary Public

Laurie Peno

Printed Name of Notary

59943

Notary/Bar Roll Number

My commission expires .



ADDITIONAL REMARKS SCHEDULE

AGENCY Wright & Percy Ins - Baton Rouge		NAMED INSURED SEMS Inc. 11628 South Choctaw Drive Baton Rouge LA 70809-	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers Compensation:
Blanket Waiver of Subrogation when required by written contract. Blanket Alternate Employer when required by written contract. Longshore and Harbor Workers Compensation Act Coverage.

Excess Liability is follow form and is Excess of General Liability, Contractors Pollution, Professional Liability, Auto Liability, and Employers Liability.



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sems, Inc.
11628 S. Choctaw Drive
Baton Rouge, LA. 70815

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA

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)

Jefferson Parish, Purchasing Dept.
200 Derbigny Street, Suite 4400
Gretna, LA. 70053

BOND AMOUNT:

Five percent (5%) of amount bid

PROJECT:

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

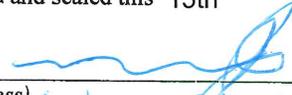
Labor, Equipment & Materials Necessary to Demolish and Remove Existing GAC Plant
Bid No. 50-00121789

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.

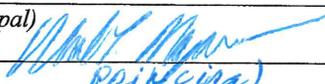
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

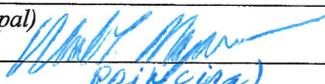
Signed and sealed this 15th day of February, 2018

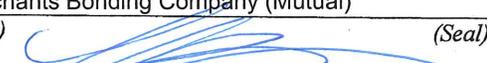
(Witness) 



Sems, Inc.

(Principal)  (Seal)

(Title) 
Merchants Bonding Company (Mutual)

(Surety)  (Seal)

(Title) Mary C. Turner, Attorney-in-Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Garrett Turner; Mary Catherine Turner; Meghann Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



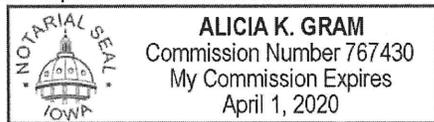
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of Feb 2018.



William Warner Jr.

Secretary

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
SEMS, Inc
INCORPORATED.

AT THE MEETING OF DIRECTORS OF SEMS, Inc
INCORPORATED, DULY NOTICED AND HELD ON February 27, 2018,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Mark L. Morgan, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

Adam Th Morgan
SECRETARY-TREASURER

2/27/18
DATE