

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO  X

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

As Required

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

25747

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: KOSTMAYER CONSTRUCTION, LLC

ADDRESS: 1080 OLD SPANISH TRAIL, STE 14

CITY, STATE: SLIDELL LA

ZIP: 70458

TELEPHONE: (504) 837-3320

FAX: (504) 837-2278

EMAIL ADDRESS: HUNTER@Kostmayer.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 340,000.00

AUTHORIZED SIGNATURE: [Signature]

HUNTER CHARBONNET

Printed Name

TITLE: VICE PRESIDENT

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00134973

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	JOB	<p>TWO YEAR CONTRACT FOR LABOR &amp; EQUIPMENT FOR MAINTENANCE DREDGING OF THE INTAKE BASIN AT THE EASTBANK WATER TREATMENT PLANT TO REMOVE SILT ACCUMULATIONS FOR JEFFERSON PARISH WATER DEPARTMENT.</p> <p>0010 - DREDGING-MOBILIZATION/ DEMOBILIZATION COST PER JOB</p>	\$25,000. <sup>00</sup>	\$50,000. <sup>00</sup>
2	2.00	JOB	<p>0020 - DREDGING (COST BASED ON REMOVAL OF APPROXIMATELY 16,520 CUBIC YARDS OF MATERIAL PER DREDGE)</p>	\$145,000. <sup>00</sup>	\$290,000. <sup>00</sup>

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
KOSTMAYER CONSTRUCTION, LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF KOSTMAYER CONSTRUCTION, LLC  
INCORPORATED, DULY NOTICED AND HELD ON JULY 1<sup>ST</sup>, 2021,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT HUNTER CHARBONNET, 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.

*Alcree Golem*  
SECRETARY-TREASURER

7/1/21  
DATE

BXS Insurance - Jim E. Brashier

Bond Number: SLA21388498

**Contractor Information**

**Principal:** Kostmayer Construction L.L.C. 504-837-3320

**Address:** 1080 Old Spanish Trail Ste 14 Slidell Louisiana 70458 United States

**Owner/Obligee Information**

**Bond Form:** Bid Bond in accordance with Contract Specifications

**Owner/Obligee:** Jefferson Parish

**Address:** 200 Derbigny Street Gretna Louisiana 70053 United States

**Bond Information**

**Bid Date:** 7/29/2021

**Surety:** Fidelity and Deposit Company of Maryland

**Rider Present:** [Click here to view](#)

**Estimated Contract Price:** \$400,000.00

**Time For Completion:**

**Liquidated Damages:**

**Estimated Work On Hand:**

**Amount of Bid Security:** Five Percent (5%) of the Amount Bid

**Contract ID Number:** 50-00134973

**Description of Job:** Two (2) year contract for Labor and Equipment for Maintenance Dredging of the Intake Basin at the Eastbank Water Treatment Plant to Remove Silt Accumulations for the Jefferson Parish Water Department

**Job Breakdown:**

**Electronic Bidding Information**

**Bid Security Percentage:** 5

**Bid Security Maximum:**

**Contractor's State Vendor ID Number:** 28824

**Primary Agency:**

BXS Insurance

Agency Power of Attorney Limited to: unlimited

**Executed**

**Bond Entered By:** Jim E. Brashier - 7/27/2021 11:31:10 AM ET

**Bond Approved & Executed By:** Jim E. Brashier - 7/28/2021 2:41:55 PM ET 

Know all men by these presents that Fidelity and Deposit Company of Maryland, a Corporation duly organized under the laws of the State of Illinois, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2858  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Jillian Froment - Director

**Certificate of Compliance**



Issued 03/24/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE**

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Allied Lines

Workers Compensation

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE** certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$325,319,001, liabilities in the amount of \$43,819,708, and surplus of at least \$281,499,293.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition  
As Of December 31, 2019

**ASSETS**

Bonds .....	\$ 255,279,821
Stocks .....	21,280,401
Cash and Short Term Investments.....	2,878,421
Reinsurance Recoverable.....	25,356,035
Federal Income Tax Recoverable.....	140,480
Other Accounts Receivable.....	20,383,843
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 325,319,001</b>

**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses.....	\$ 795,381
Ceded Reinsurance Premiums Payable.....	43,024,327
Remittances and Items Unallocated.....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
<b>TOTAL LIABILITIES.....</b>	<b>\$ 43,819,708</b>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	276,499,293
Surplus as regards Policyholders.....	281,499,293
<b>TOTAL.....</b>	<b>\$ 325,319,001</b>

Securities carried at \$164,223,431 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2019 would be \$322,248,132 and surplus as regards policyholders \$288,428,424.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2019.

*Laura J. Lazarczyk*  
\_\_\_\_\_  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25<sup>th</sup> day of February, 2020.

*Darryl Joiner*  
\_\_\_\_\_  
Notary Public



Non-Public Works Bid

AFFIDAVIT

STATE OF LA

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: AUNTER  
CHARBONNET, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized VICE PRESIDENT of KOSTMAYEN CONSTRUCTION (Entity),  
the party who submitted a bid in response to Bid Number 50-00134973 to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including  
the date and amount of each contribution, made to current or  
former elected officials of the Parish of Jefferson by Entity,  
Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year  
period immediately preceding the date of this affidavit or the  
current term of the elected official, whichever is greater. Further,  
Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of current or former members of the  
Jefferson Parish Council or the Jefferson Parish President through  
or in the name of another person or legal entity, either directly or  
indirectly.

Choice B  there are NO campaign contributions made which would require  
disclosure under Choice A of this section.

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  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

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

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.

*Hunter Charbonnet*  
Signature of Affiant

HUNTER CHARBONNET  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 29<sup>th</sup> DAY OF July, 2021.

*Julie C. Flanagan*  
Notary Public

Printed Name of Notary Julie C. Flanagan #12204  
LA Civil Law Notary Public  
St. Tammany Parish, LA  
Notary/Bar Roll Number My commission is for life

My commission expires with life.



## DESCRIPTIONS (Continued from Page 1)

### COMPREHENSIVE GENERAL LIABILITY:

#### Independent Contractors

Includes automatic Additional Insured, Waiver of Subrogation and Primary Insurance endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

Sudden and Accidental Pollution- 3 days discovery / 30 days reporting

30 Day Notice of Cancellation will be given to certificate holder on file with the company except 10 days for non-payment of premium

### COMMERCIAL AUTOMOBILE:

Includes automatic Additional Insured, Waiver of Subrogation and Primary Insurance endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

30 Day Notice of Cancellation will be given to certificate holder on file with the company except 10 days for non-payment of premium

### WORKERS COMPENSATION:

#### U.S. Longshoremen & Harborworkers Coverage

Includes Alternate Employer and Waiver of Subrogation endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

Outer Continental Shelf Act

Gulf of Mexico Extension

Limited Other States Endorsement

30 Day Notice of Cancellation will be given to certificate holder on file with the company except 10 days for non-payment of premium

### MARITIME:

Includes automatic Alternate Employer and Waiver of Subrogation endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

T.W.M. & C.

Death on High Seas

In Rem

Jones Act

30 Day Notice of Cancellation will be given to certificate holder on file with the company except 10 days for non-payment of premium

### BUMBERSHOOT:

Follows form primary

Includes automatic Additional Insured, Waiver of Subrogation and Primary Insurance endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

30 Day Notice of Cancellation will be given to certificate holder on file with the company except 10 days for non-payment of premium

POLICY PERIOD: March 31, 2021 12:01 am C.S.T. to March 31, 2022 12:01 am C.S.T.

HULL: LIMIT - Hull Value

Underwriters at Lloyds - Policy # GCP21516

AHC/AITF (Includes Collision & Towers Liability)

PROTECTION & INDEMNITY: LIMIT OF LIABILITY \$1,000,000

Underwriters at Lloyds - Policy #GCP21516

SP-23 (Includes Excess Collision & Towers Liability)

## DESCRIPTIONS (Continued from Page 1)

**POLLUTION: LIMIT OF LIABILITY \$1,000,000 per occurrence**

**Starr Indemnity & Liability Co. - Policy # V1370521**

**Full Pollution under OPA/CERCLA**

**BUMBERSHOOT: LIMIT OF LIABILITY \$10,000,000**

**Standard Bumbershoot Form including Bumbershoot Supplementary Clauses**

**\*Scheduled Underlying Coverage for Bumbershoot includes Protection & Indemnity, Vessel Pollution, General Liability, Auto Liability, Employers Liability and Maritime**

**Navigators Ins. Co. - Policy # HO19LIA95623301 50% Lead**

**Atlantic Specialty Insurance Co. - Policy # B5JH31439 50% Follow**

**Navigators Ins. Co. - Policy # HO19LIA95623302 50% Lead**

**Ascot Insurance Company - Policy # MAXS211000125702 50% Follow**

**NAVIGATION LIMITS: Inland waters, lakes, rivers, and other bodies of water within the U.S. not to exceed 25 miles offshore.**

**REMARKS: While the vessel(s) named herein is/are working for the above listed company, such company is named as an additional assured during that particular time and all rights of subrogation hereunder are waived with respect to the one for whom the vessel(s) is/are working at that particular time, as respects Hull, P&I, and Pollution policies, as per written contract. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

### **SCHEDULE OF VESSELS:**

**Vessel name - Type - Hull Limit**

**ORBA-1 - Barge - \$600,000**

**OU701 - Deck/Spud Barge - \$600,000**

**TADANO 1 - Deck Barge - \$600,000**

**MS. MARY - Deck Barge - \$100,000**

**MS. ASHLEY - Deck Barge - \$200,000**

**MS. VIRGINIA - Workboat #2516 - \$250,000**

**Darlene (S-24) - Workboat (tank barge) - \$2,000,000**

**2016 Scully Crew Boat - \$24,729**

**2016 Scully - Crew Boat - \$26,478**

**CP-12 - Deck Barge - \$10,000**

**2018 Scully - Crew Boat - \$31,996**

**MV Frances - 2017 Scully - Bareboat Barge - \$75,000**

**Steel Deck Barge - Deck Barge - \$250,000**

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