

Rotolo Consultants, Inc.
38001 Brownsvillage Rd.
Slidell, LA 70460
LA License #29959
Jefferson Parish Purchasing Vendor #197086

Bid For:
Labor & Materials Needed to Supply and
Install Street Trees Along Severn Avenue
For the Jefferson Parish Department of
Parkways
Bid No.: 50-00138865

Bid To:
Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053

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

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 9/16/22

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

TERM BASED ON NOTICE TO PROCEED

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 29959

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Rotolo Consultants, Inc.

ADDRESS: 38001 Brownsvillage Rd.

CITY, STATE: Slidell, LA ZIP: 70460

TELEPHONE: (985) 643-2427 FAX: (985) 643-2691

EMAIL ADDRESS: estimating@rotoloconsultants.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: \$ 285,060.00

AUTHORIZED SIGNATURE: [Signature]

Brian Rotolo

Printed Name

TITLE: CFO / Secretary

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.: 50-00138865

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	LPSM	<p>LABOR & MATERIALS NEEDED TO SUPPLY AND INSTALL STREET TREES ALONG SEVERN AVENUE FOR THE JEFFERSON PARISH DEPARTMENT OF PARKWAYS</p> <p>0010 Mobilization</p>	14,900.00	\$ 14,900.00
2	226.00	EA	<p>SUPPLY AND INSTALL STREET TREES ALONG SEVERN AVENUE METAIRIE, LOUISIANA</p> <p>0020 Eagleston Holly (single trunk, tree form)</p> <p>See specs for details</p>	1,000.00	\$ 235,000.00
3	2,400.00	LF	0030 Green Steel Edging	13.00	\$ 31,200.00
4	5,600.00	SQFT	0040 Pine Straw Mulch	0.70	\$ 3,920.00

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Rotolo Consultants

INCORPORATED.

AT THE MEETING OF DIRECTORS OF Rotolo Consultants, Inc.
INCORPORATED, DULY NOTICED AND HELD ON December 10, 2020,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

Keith Rotolo, President

Michael Rotolo, COO

Joseph Rotolo, Individual

Jodi Corey, VP of Operations/Construction

Brian Rotolo, CFO/Secretary

RESOLVED THAT _____, 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.



SECRETARY-TREASURER Brian Rotolo

8-4-22

DATE





Bid Bond in Accordance with Contract Specifications

SLA08044182

Rotolo Consultants Inc.

Bond Number

Principal Name

38001 Brownsvillage Road, Slidell, LA, 70460, US

Principal Address

Principal Signature

Jefferson Parish

200 Derbigny Street, Gretna, LA, 70053, US

Owner/Obligee Name

Owner/Obligee Address

Bond Information

08-04-2022

Swiss Re Corporate Solutions America Insurance Corporation

197086

Bid Date

Surety

Contractor Vendor ID Number

5000138865

Contract ID Number

LABOR AND MATERIALS NEEDED TO SUPPLY AND INSTALL STREET TREES ALONG SEVERN AVENUE IN METAIRIE, LOUISIANA

Description of Job

5%

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Charles E Reagin, III

Attorney-in-Fact

BXS Insurance, Inc.

Bond Entered and Executed By

Primary Agency

Charles E. Reagin, III

Attorney-In-Fact Signature

Know all men by these presents that Swiss Re Corporate Solutions America Insurance Corporation, a Corporation duly organized under the laws of the State of MO, are held and firmly bound unto the above owner/obligee by the 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.



State of  Louisiana

State Licensing Board for Contractors

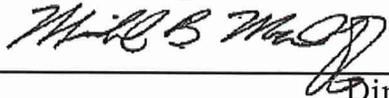
This is to Certify that: ROTOLO CONSULTANTS, INC.
38001 Brownsvillage Road
Slidell, LA 70460

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: FENCING;
SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION; SPECIALTY: RECREATION & SPORTING
FACILITIES & GOLF COURSES; SPECIALTY: SWIMMING POOLS



Witness our hand and seal of the Board dated,
Baton Rouge, LA 21st day of July 2020



Director



Chairman



Treasurer

Expiration Date: July 20, 2023

License No:29959

This License Is Not Transferrable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Cheryl Ann Boudreaux PHONE (A/C, No, Ext): 225-336-3200 FAX (A/C, No): 225-336-4536 E-MAIL ADDRESS: cheryl.boudreaux@bxsi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Gray Insurance Company</td> <td>36307</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Great American E&S Ins. Co.</td> <td>37532</td> </tr> <tr> <td>INSURER D : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER E : Starstone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Gray Insurance Company	36307	INSURER B : Starr Indemnity & Liability Company	38318	INSURER C : Great American E&S Ins. Co.	37532	INSURER D : Starr Surplus Lines Insurance Company	13604	INSURER E : Starstone Specialty Insurance Company	44776	INSURER F :
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INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460	ROTOCON-01														

COVERAGES

CERTIFICATE NUMBER: 1370594216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 00 01 04 13 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSGL100091	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			XSAL100101	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GXS100170 7089O220ALI	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XSWC100094	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER LOUISIANA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D C	Leased/Rented Equipment Property Cont&Site Pollution/Professional			ITH11304722 ITH11304722 PCME56604802	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	500,000 Per Item Catastrophe Limit 2,000,000 Per Occ 500,000 Maximum \$7,650,000 2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a \$5,000 physical damage deductible.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

MASTER CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

LEASED/RENTED EQUIPMENT COVERAGE:

Limit: \$500,000 per item/\$500,000 per occurrence - \$5,000 Deductible

Certificate Holder shown is loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:

FLORIDA

Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract

Policy No: GWC100176

Carrier: The Gray Insurance Company

Policy Dates: 7/1/2022-7/1/2023

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

ARKANSAS

Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract

Policy No: GWC100178

Carrier: The Gray Insurance Company

Policy Dates: 7/1/2022-7/1/2023

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, TENNESSEE, TEXAS

Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract

Policy No: GWC100177

Carrier: The Gray Insurance Company

Policy Dates: 7/1/2022-7/1/2023

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

“In Rem” Endorsement

Cross Liability

Severability of Interests Provision

“Action Over” Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen’s and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

“In Rem” Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**Policy Number (s) XSGL-100091, XSAL-100101, XSWC-100094 (LA WC),
GWC-100176 (FL WC), GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)**

CERTIFICATE HOLDER WRITTEN NOTICE CANCELLATION ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who is An Insured is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a.** Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - (1)** Your acts or omissions; or
 - (2)** The acts or omissions of those acting on your behalf, in the performance of your ongoing operations or “your work” as included in the “products-completed operations hazard”, which is the subject of the written contract or written agreement;
 - b.** Such person or organization is an additional insured only with respect to liability for “bodily injury” to:
 - (1)** Your “employee”, or
 - (2)** An employee of a subcontractor acting on your behalf, but only to the extent:
 - (a)** Coverage for “bodily injury” to your “employee” or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement’ and
 - (b)** Such “bodily injury” arises in the performance of your ongoing operations or “your work” as included in the “products-completed operations hazard”, which is the subject of the written contract or written agreement; and
 - c.** Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” if:
 - (1)** Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and
 - (2)** Such “bodily injury”, “property damage” or “personal and advertising injury” results from:
 - (a)** Your ongoing operations; or
 - (b)** “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured.
- However, the insurance afforded to such additional insured.
- (i)** Only applies to the extent permitted by law; and
 - (ii)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

- B.** Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, or “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

- C.** Solely with respect to this endorsement, the following is added to the **Duties in The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an “occurrence” or offense that may result in a claim;
- (2) We receive written notice of a claim or “suit” as soon as practicable; and
- (3) A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same “occurrence”, offense, claim or “suit”. This provision does not apply to any policy in which the additional insured is Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specially to that identified additional insured.

F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement;
or
- b.** Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

If required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE
No. 5

INSURED: Rotolo Consultants, Inc.

Commercial Automobile coverage is provided in the state of Florida.

Policy Number: XSAL-100101

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance- Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution *from* any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Policy Number (s): XSWC-100094 (LA WC), GWC-100176 (FL WC),

GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01
(Ed. 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

When required by written contract, any person, firm or organization.

WC 00 03 01
(Ed. 4-84)

**Policy Number: XSWC-100094 (LA WC), GWC-100176 (FL WC),
GWC-100178 (AR), GWC-100177 (KS, AL, MS, TN)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

When required by written contract, any person, firm or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

The following is added to **1. Insuring Agreement** under **Section I - Coverages**:

Any additional insured under any policy of "underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

- A. It is agreed the following is added to Section III – Conditions:

Notwithstanding any language to the contrary in **SECTION III – CONDITIONS** paragraph **6. Other Insurance** of this policy, we waive rights of recovery we may have because of payments we make for injury or damage arising out of your work performed under a written contract requiring such waiver with that person or organization and included in the premises/operations and products-completed operations hazard. However, our rights may only be waived prior to the “incident” giving rise to the injury or damage for which we make payment under this policy.

ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE
No. Excess/Umbrella Follows Form

INSURED: Rotolo Consultants, Inc.

The Excess/Umbrella Liability follows form of the Commercial General Liability (including Ongoing and Completed Operations), Automobile Liability and Employers Liability policies except for Pollution, Punitive Damages and Underground Resources.

The Additional Insured and Waiver of Subrogation endorsements follow the Primary policy.

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: _____

Brian Rotolo, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized CFO / Secretary of Rotolo Consultants, Inc.(Entity), the party who submitted a bid in response to Bid Number 50-00138865, 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 X 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 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

[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.

[Signature]
Signature of Affiant

Brian Botolo
Printed Name of Affiant



SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 2nd DAY OF August, 2022

[Signature]
Notary Public

Crystal Gravois
Printed Name of Notary

066725
Notary/Bar Roll Number

My commission expires with life

