

Rotolo Consultants, Inc.
38001 Brownsvillage Rd.
Slidell, LA 70460
Louisiana License No: 29959
Jefferson Parish Purchasing Vendor ID No: 197086

Bid For:
Provide All Labor & Materials Needed for
Landscape Beautification within the Center
Median of Carol Sue Avenue located in
Terrytown, La (Phase I)

Bid To:
Jefferson Parish Purchasing Department
200 Derbigny St. Suite 4400
Gretna, LA 70053

LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00139978

Page: 6

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

BID FOR: Provide All Labor & Materials Needed for
Landscape Beautification within the Center
Median of Carol Sue Avenue located in
Terrytown, La (Phase I)
 (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 Purchasing Department and dated: May 2022
 (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 "Base Bid" * but not alternates) the sum of:

Eighty-seven thousand, seven hundred fifty Dollars (\$) 97,750.00

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: Rotolo Consultants, Inc.

ADDRESS OF BIDDER: 38001 Brownsville Rd.

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 29959

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Brian Rotolo

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: CFO / Secretary

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 11-15-2022

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA-R.S. 38:2218.(A) is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00139978

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

Provide All Labor & Materials Needed for
Landscape Beautification within the Center
Median of Carol Sue Avenue located in
Terrytown, La (Phase I)

(Owner to provide name of project
and other identifying information)

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 Mobilization/ Demolition This project shall include minor <input type="checkbox"/> Alt.# grading and site work, concrete work and landscape work.			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0010	1.00	LPSM	9,790.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 9,790.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0020 Concrete Curb <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0020	1,200.00	LF	47.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 58,800.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0030 Pine Straw Mulch <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0030	32,000.00	SQFT	0.58
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 18,560.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0040 100 Gallon Live Oak <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0040	1.00	EA	3,300.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 3,300.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0050 3-Gallon Drift Rose <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0050	30.00	EA	90.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 2,700.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0060 Traffic Control <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0060	1.00	LPSM	2,700.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 2,700.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0070 Site Clean-up <input type="checkbox"/> Alt.#			
	REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	0070	1.00	LPSM	1,900.00
				UNIT PRICE EXTENSION (Quantity times Unit Price)
				\$ 1,900.00

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)

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.

GENERAL RESOLUTION FOR
ROTOLO CONSULTANTS, INC.

Resolved that, Keith Rotolo, President, or Joseph Rotolo, Jr., Individual, or Brian Rotolo, Chief Financial Officer/Secretary, or Michael Rotolo, Chief Operating Officer, and Jodi Corey, Vice President of Operations - Construction, are hereby authorized and empowered to sign for and in the name of the corporation any such legal documents that said officers in their sole discretion may deem best. Furthermore, Michael Frazier, Division Manager, is hereby authorized and empowered to sign for and in the name of the corporation any such bid documents (bid forms, addenda, associated affidavits, and bid bonds).

Resolved further that said officers are hereby authorized and empowered to sign and execute for and in the name of the corporation any acts, deeds, notes, mortgages, insurance documents, or other documents that may be necessary and proper to carry the foregoing into effect, to receive and receipt for the purchase price of any property sold by the corporation, and any set of mortgages which he may execute shall contain all of the usual and customary security clauses, including the pact de non alienando, confession of judgment, the provisions for attorney's fees, and the right to have the property seized and sold unto executory proceeds to the highest bidder for cash.

I, Brian Rotolo, Secretary of ROTOLO CONSULTANTS, INC., do hereby certify that the above and foregoing is a true and correct copy of resolutions which were adopted at a meeting of the Board of Directors of said corporation held at its offices in the city of Slidell, LA on the 1st day of January, 2019.


IN WITNESS THEREOF, I have affixed my official signature on this the 17th day of November, 2022.



Brian Rotolo, Secretary of
Rotolo Consultants, Inc.



Signed before me, the undersigned notary public, this 17th day of November, 2022.



Print: Crystal Gravois

My commission is for life.



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 50-00139978, 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.

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

Brian Rotolo

Printed Name of Affiant



SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 14 DAY OF November 2022



Notary Public

Crystal Gravois

Printed Name of Notary

066725

Notary/Bar Roll Number



My commission expires with life



11-14-2022

Bid Bond in Accordance with Contract Specifications

SLA11149721

Rotolo Consultants Inc.

Bond Number

Principal Name

38001 Brownsville 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

11-15-2022

Capitol Indemnity Corporation

197086

Bid Date

Surety

Contractor Vendor ID Number

5000139978

Contract ID Number

Provide all Labor and Materials Needed for Landscape Beautification within the Center Median of Carol Sue Avenue located in Terrytown, LA (Phase I) for Jefferson Parish Department of Parkways

Description of Job

5%

5%

Amount of Bid Security

Bid Security Maximum

Bid Security Percentage

Charles E Reagin, III

Attorney-in-Fact

Cadence Insurance

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Capitol Indemnity Corporation, a Corporation duly organized under the laws of the State of WI, 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.





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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Gray Insurance Company	
		INSURER B: Starr Indemnity & Liability Company	
		INSURER C: Great American E&S Ins. Co.	
		INSURER D: Starr Surplus Lines Insurance Company	
		INSURER E: Starstone Specialty Insurance Company	
		INSURER F:	

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 checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GXS100170 70890220ALI	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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

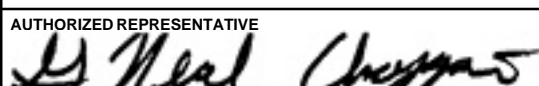
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsville 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".

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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.