

 doc08867620160725101438

7/25/2016 10:16 AM

DATE: 7/11/2016

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00117149

**JEFFERSON PARISH**  
PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

VENDOR:

BUYER: DREAMEY

Bids will be received until 11:00 AM, 7/25/2016 via fax: 504-364-2693 or via online at [www.jeffparish.net](http://www.jeffparish.net)

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113846 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70063, You may also obtain a copy by visiting the Purchasing Department webpage at [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor Information.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

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JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

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Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1991).

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### ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2.55.10.13

PRE-BID CONFERENCE TO BE HELD AT: LASALLE PARK, 6600 AIRLINE DRIVE  
METAIRIE, LA, 70003 AT 9:00 A.M.  
ON 7/18/2016

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(f), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37:2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
8. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

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Pg 2

eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

EMSCO EBY

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PURCHASING DEPARTMENT  
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BUYER: DREAMEY

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<b>DELIVERY: FOB JEFFERSON PARISH</b>	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<u>NA</u>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>21 DAYS</u>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>3 DAYS</u>

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

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

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME:	EMSLO PAVEMENT MAINTENANCE LLC
SIGNATURE: (Must be signed here)	<i>Eric J. Zeringue</i> TITLE: V.P.
PRINT OR TYPE NAME:	ERIC J. ZERINGUE
ADDRESS:	2249 KINGSTON ST.
CITY, STATE:	Kenner, LA ZIP: 70062
TELEPHONE:	504 464-7795 FAX: 504 464-5656
EMAIL ADDRESS:	ezking9@hotmail.com

TOTAL PRICE OF ALL BID ITEMS: \$ \$ 6450<sup>00</sup>

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15/3

DATE: 7/11/2016

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00117149

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>LABOR, MATERIALS &amp; EQUIPMENT NECESSARY TO REPAIR FOUR AREAS OF ASPHALT ON THE WALKING PATH.</p> <p>0001-Labor and Material to remove and replace asphalt on walking path at LaSalle Park located at 5600 Airline Drive Metairie, La 70003,</p> <p>SCOPE OF WORK: FULL DEPTH ASPHALT REPAIRS TO 4 AREAS OF CONCERN ON WALKING PATH. AREAS ARE LOACTED ON NORTH SIDE AT FENCELINE BETWEEN SOFTBALL FIELDS AND AIRLINE HIGHWAY.                      AREAS MEASURE 2 FOOT X 7 FOOT , 4 FOOT X 40 FOOT, 3.6 FOOT X 57 FOOT AND 2 FOOT X 7 FOOT.                      SAW CUT PERIMETER OF REPAIR, BREAK OUT, AND HAUL OFF DEBRIS.                      GRADE AND RECOMPACT EXISTING BASE STONE AS REQUIRED. ADD ADDITIONAL FILL IF NECESSARY.                      INSTALL A SS1 TACK COAT TO BASE AND AROUND INSIDE PERIMETER OF EXCAVATED AREA.                      INSTALL A FULL DEPTH REPAIR OF TYPE 3 HOT MIX ASPHALT WEARING COURSE IN TWO EQUAL LIFTS OF 2 INCHES EACH. OVERALL THICKNESS TO BE 4 INCHES. COMPACT EACH LIFT WITH MOTORIZED STEEL DRUM ROLLER OR VIBERATORY PLATE COMPACTORS ARE REQUIRED</p>	6450 <sup>00</sup>	6450 <sup>00</sup>

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*[Handwritten signature]* 194

**STANDARD INSURANCE REQUIREMENTS - BIDS**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the advertised bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, the low bidder must submit to the Purchasing Department a current certificate evidencing the required coverages within 10 calendar days following the bid opening date. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

**JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

**WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note:** If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.

**COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note:** This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.

**DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

**NOTE:** If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**CONSTRUCTION AND RENOVATION PROJECTS:**

Unless otherwise specified in the bid, these additional insurances are required. Such insurance is due upon contract execution.

**OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

**BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

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7/25/2016 9:17 AM

# FLEMING CONSTRUCTION CO., L.L.C.

PAVING & PIPE CONTRACTORS SINCE 1953 LOUISIANA LICENSE NO. 935

# Fax

To: Jefferson Parish

Fax: (504) 364-2693

From: Paul Ramagos

Date: 7-25-16 Pages: 18 including cover

Re: 50-00117149

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

COMMENTS Please see the attached Bid Proposal and get it to the proper person. Please call me if you have any questions or concerns.

Thank you for your cooperation.

IF YOU DO NOT RECEIVE ALL PAGES, THIS TRANSMISSION IS FAULTY, OR HAVE RECEIVED THIS FACSIMILE BY MISTAKE, PLEASE CALL (504) 464-4000.

DATE: 7/11/2016

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504-364-2678

VENDOR: \_\_\_\_\_

BUYER: DREAMEY

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<b>DELIVERY: FOB JEFFERSON PARISH</b>	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<b>AS PER PLANS &amp; SPECS</b>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<b>AS PER PLANS &amp; SPECS</b>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<b>AS PER PLANS &amp; SPECS</b>

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

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 935

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: <b>FLEMING CONSTRUCTION COMPANY, L.L.C.</b>	
SIGNATURE: <i>Jana Fleming Katz</i> <small>(Must be signed here)</small>	TITLE: <b>MEMBER</b>
PRINT OR TYPE NAME: <b>JANA FLEMING KATZ</b>	
ADDRESS: <b>23 EAST AIRLINE DRIVE</b>	
CITY, STATE: <b>KENNER, LA</b>	ZIP: <b>70062</b>
TELEPHONE: <b>(504) 464-4000</b>	FAX: <b>(504) 464-4036</b>
EMAIL ADDRESS: <b>estimating@flemco.net</b>	

TOTAL PRICE OF ALL BID ITEMS: \$ 13,700.00  
THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS

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INVITATION TO BID FROM JEFFERSON PARISH - continued

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3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

DATE: 7/11/2016

BID NO.: 50-00117149

Page: 3

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding reimbursement. As such, the referenced attachment will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 days of bid opening. Failure to submit applicable certifications within 10 days of bid opening will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

### STANDARD INSURANCE REQUIREMENTS - BIDS

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the advertised bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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For bidding purposes, the low bidder must submit to the Purchasing Department a current certificate evidencing the required coverages within 10 calendar days following the bid opening date. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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### JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

 COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS:

Unless otherwise specified in the bid, these additional insurances are required. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.


**AIA<sup>®</sup> Document A310<sup>™</sup> – 2010**
**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Fleming Construction Company, LLC  
 23 East Airline Drive  
 Kenner, LA 70062-6853

**SURETY:***(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company  
 175 Berkeley Street  
 Boston, MA 02116

**OWNER:***(Name, legal status and address)*

Jefferson Parish, Louisiana  
 P.O. Box 9  
 Gretna, LA 70054-0009

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

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

Labor, Materials & Equipment Necessary to Repair Four Areas of Asphalt on the Walking Path, Bid No.: 50-00117149

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July, 2016

Rebbie B. Clewgent  
(Witness)

Fleming Construction Company, LLC  
(Contractor as Principal) (Seal)  
Jana Fleming Katz  
(Title) JANA FLEMING KATZ, MEMBER

Mary Rhodes  
(Witness) Mary Rhodes

Liberty Mutual Insurance Company  
(Surety) (Seal)  
Tawanda A. Weatherspoon  
(Title) Tawanda A. Weatherspoon, Attorney-In-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7361941

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**PCWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Lynn Dougov; Charles E. Reagin III; Charlotte L. Wright; Dwayne L. Moore; Markham R. McKnight; Stephanie S. McKnight; Steven P. Thibodeaux; Tawanda A Weatherspoon; Thomas M. Sandahl; Trent J. Sandahl; William G. McKnight

all of the city of Baton Rouge, state of LA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May 2016



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 11th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2016



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

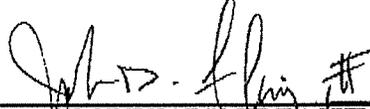
**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
FLEMING CONSTRUCTION COMPANY, L.L.C.  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF FLEMING CONSTRUCTION COMPANY, L.L.C.  
INCORPORATED, DULY NOTICED AND HELD ON MAY 3, 2016,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT JANA FLEMING KATZ, 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 AND RECEIPT THEREFOR 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  
JACK D. FLEMING, II, MANAGER/MEMBER

07-25-2016

DATE

May 3, 2016

**CERTIFICATION**  
**FLEMING CONSTRUCTION CO., L.L.C.**

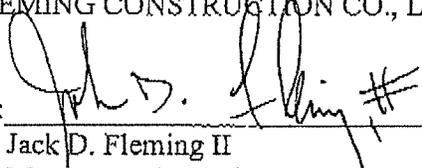
It is hereby certified that a special meeting of the Members of Fleming Construction Co., L.L.C. was held at its registered offices on May 3, 2016. All members were present. All members waived notice of the meeting in writing.

It was resolved:

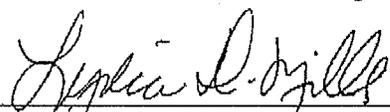
1. That Jack D. Fleming II, Manager and Member of Fleming Construction Co., L.L.C., be authorized to sign any and all contracts, agreements and bid bonds in the name of Fleming Construction Co., L.L.C.
2. That Jana Fleming Katz, Member of Fleming Construction Co., L.L.C., be authorized to sign any and all contracts, agreements and bid bonds in the name of Fleming Construction Co., LLC.
3. That A. Thomas Mora, Jr., Member of Fleming Construction Co., L.L.C., be authorized to sign any and all contracts, agreements and bid bonds in the name of Fleming Construction Co., L.L.C.
4. That Joe O. Malley, Member of Fleming Construction Co., L.L.C., be authorized to sign any and all contracts, agreements and bid bonds in the name of Fleming Construction Co., L.L.C.

Being no further business, the meeting was adjourned.

FLEMING CONSTRUCTION CO., L.L.C.

By:   
 Jack D. Fleming II  
 Manager and Member

SWORN TO AND SUBSCRIBED BEFORE ME,  
THIS 3rd DAY OF May, 2016

  
 NOTARY PUBLIC

**LYDIA D. MILLER**  
 Notary ID #129546  
 Notary Public  
 Jefferson Parish, LA  
 My Commission is for Life

Jack D. Fleming II, Manager and Member  
422 Atherton Drive  
Metairie, LA 70005

Jana Fleming Katz, Member  
67 Colonial Club Dr.  
Harahan, LA 70123

A. Thomas Mora, Jr., Member  
141 Rex Drive  
River Ridge, LA 70123

Joe O. Malley, Member  
467 Sam Smith Rd.  
Poplarville, MS 39470



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/3/2015

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 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).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 4041 Essen Lane, Suite 400 Baton Rouge LA 70809		<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 225-336-3200 FAX (A/C No.): 225-336-4536 E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zurich American Insurance Co	NAIC # 16535
		<b>INSURER B:</b> AGCS Marine Insurance Company	22837
		<b>INSURER C:</b> American Guarantee & Liability	26247
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED** FLEMCON-01  
 Fleming Construction Co., LLC  
 23 East Airline Drive  
 Kenner LA 70063-6853

**COVERAGES** CERTIFICATE NUMBER: 2046006527 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 SUBR INSD: WVG	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:		GLO018134500	8/1/2015	8/1/2016	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAPD18134400	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC018138100	8/1/2015	8/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
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/A	WCO18134500	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Contractor's Equipment		MZI93052788	8/1/2015	8/1/2016	Leased/Rented/Borrow \$325,000 Per Item

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 a Blanket Additional Insured on a Primary and Non-Contributory basis on General Liability, Automobile Liability and Excess policies when required by written contract or agreement with a Blanket Waiver of Subrogation granted in their favor 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 as required by written contract.

See Attached...

**CERTIFICATE HOLDER** MASTER CERTIFICATE **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 
--------------------	---

AGENCY CUSTOMER ID: FLEMCON-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Fleming Construction Co., LLC 23 East Airline Drive Kenner LA 70063-6853	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

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

The Certificate Holder shall be considered Blanket Alternate Employer for Worker's Compensation when required by written contract or agreement.

30 Day Notice of Cancellation: General Liability, Automobile Liability, Worker's Compensation, and Excess Policies when required by written contract or agreement.



## **FLEMING CONSTRUCTION CO., L.L.C.**

PAVING & PIPE CONTRACTORS SINCE 1953 LOUISIANA LICENSE NO. 935

Fleming Construction Co., L.L.C. has and is presently performing numerous projects throughout the Greater New Orleans area.

The following is a list of the same:

Sewerage & Water Board of New Orleans - Contract #8142

Sewerage & Water Board of New Orleans - Contract #2106

Jefferson Parish - Two Year Contract for Water Line Point Repairs

Jefferson Parish - Two Year Contract for Replacement or Restoration of Existing Sewer Mains (Gravity or Force) by Point Repair

Jefferson Parish - Two Year Contract for the Restoration of Sidewalks and Driveway Aprons Related to Water and Sewer System Repairs

Jefferson Parish - Maplewood Drive/Paillet Street Drainage Improvements

Jefferson Parish - Alexis Drive Lift Station Improvements

Jefferson Parish - Emergency Pump Out (EPO) Installation Initiative

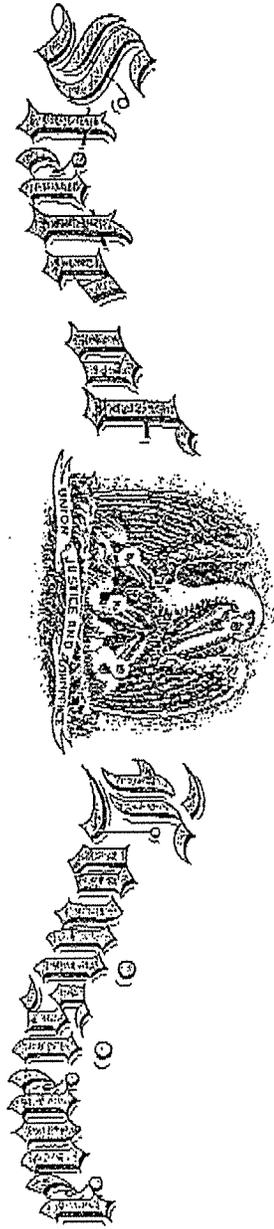
Jefferson Parish - Improvements to SLS M-12-1A (Patriot & Ave. B)

Jefferson Parish - Improvements to N. Lester Ave. at Canal No. 5

Jefferson Parish - South Kenner Road Improvements (Chenevert Rd. to River Rd.)

City of New Orleans - Ninth Ward Quad 1 Pavement Only

U. S. Army Corps of Engineers - SELA14 Industry Canal Drainage Improvements



State Licensing Board for Contractors

This is to Verify that:

FLEMING CONSTRUCTION COMPANY, L.L.C.  
 23 East Airline Drive  
 Kenner, LA 70062

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE  
 CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: October 25, 2018

License No: 935

Witness our hand and seal of the Board dated,  
 Baton Rouge, LA 26th day of October 2015

*[Signature]*  
 Director

*[Signature]*  
 Chairman

This License Is Not Transferable

*[Signature]*  
 Treasurer



doc08867420160725100859

7/25/2016 10:12 AM

**BID DUE: 7/25/16 @ 11:00 AM**

**BID NO: 50-00117149**

**Labor, Materials & Equipment necessary to Repair Four  
Areas of Asphalt on the Walking Path, for Jefferson  
Parish Recreation Department**

**FROM:**

**Barriere Construction Co., L.L.C.**

**P.O. Box 1576**

**1268 LA 3127**

**Boutte, LA 70039**

**(985)785-7700**

**LA Contractors License No. 6276**

**TO:**

**Jefferson Parish Purchasing Department**

**P.O. Box 9**

**Gretna, LA 70054-0009**

**Buyer: D Reamey**

**FAX: 504-364-2693**

**15 pages including cover**



**CENTRALBIDDING**

FROM CENTRAL AUCTION HOUSE

**50-00117149 LABOR, MATERIALS & EQUIPMENT NECESSARY TO  
REPAIR FOUR AREAS OF ASPHALT ON THE WALKING PATH , FOR  
JEFFERSON PARISH RECREATION DEPARTMENT.**

Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

12-Jul-2016 11:26:52 AM

DATE: 7/11/2016

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00117149

**JEFFERSON PARISH**PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

VENDOR: Barriere Construction Co., L.L.C.

BUYER: DREAMEY

Bids will be received until 11:00 AM, 7/25/2016 via fax: 504-364-2693 or via online at [www.jeffparish.net](http://www.jeffparish.net)

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor information.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

**USE OF BRAND NAMES AND STOCK NUMBERS:** Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1981).

DATE: 7/11/2016

BID NO.: 50-00117149

Page: 2

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

## IN ACCORDANCE WITH STATE REGULATIONS, JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free serve, while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

## ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2,5,6,10,13

PRE-BID CONFERENCE TO BE HELD AT: LASALLE PARK, 6600 AIRLINE DRIVE,  
METAIRIE, LA 70003 AT 9:00 A.M.  
ON 7/16/2016.

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally, if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

DATE: 7/11/2016

BID NO.: 50-00117149

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**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.**
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.**
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding reimbursement. As such, the referenced attachment will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted within 10 days of bid opening. Failure to submit applicable certifications within 10 days of bid opening will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 7/1/2016

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00117149

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>LABOR, MATERIALS &amp; EQUIPMENT NECESSARY TO REPAIR FOUR AREAS OF ASPHALT ON THE WALKING PATH.</p> <p>0001-Labor and Material to remove and replace asphalt on walking path at LaSalle Park located at 6600 Airline Drive Metairie, La 70003.</p> <p>SCOPE OF WORK: FULL DEPTH ASPHALT REPAIRS TO 4 AREAS OF CONCERN ON WALKING PATH. AREAS ARE LOACTED ON NORTH SIDE AT FENCELINE BETWEEN SOFTBALL FIELDS AND AIRLINE HIGHWAY.                      AREAS MEASURE 2 FOOT X 7 FOOT , 4 FOOT X 40 FOOT, 3.5 FOOT X 57 FOOT AND 2 FOOT X 7 FOOT.                      SAW CUT PERIMETER OF REPAIR, BREAK OUT, AND HAUL OFF DEBRIS.                      GRADE AND RECOMPACT EXISTING BASE STONE AS REQUIRED. ADD ADDITONAL FILL IF NECESSARY.                      INSTALL A SS1 TACK COAT TO BASE AND AROUND INSIDE PERIMETER OF EXCAVATED AREA.                      INSTALL A FULL DEPTH REPAIR OF TYPE 3 HOT MIX ASPHALT WEARING COURSE IN TWO EQUAL LIFTS OF 2 INCHES EACH. OVERALL THICKNESS TO BE 4 INCHES. COMPACT EACH LIFT WITH MOTORIZED STEEL DRUM ROLLER OR VIBERATORY PLATE COMPACTORS ARE REQUIRED</p>	\$57,181.00	\$57,181.00

DATE: 7/11/2016  
 BID NO.: 50-00117149

INVITATION TO BID  
 THIS IS NOT AN ORDER

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**JEFFERSON PARISH**  
 PURCHASING DEPARTMENT  
 P.O. BOX 9  
 GRETNA, LA. 70054-0009  
 504-384-2678

VENDOR: Barriere Construction Co., L.L.C.

BUYER: DREAMEY

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work is to be done in a workman-like manner, according to standard practices. Any deviations or alterations from the specifications must be indicated and backup documentation supplied with your quotation.

<b>DELIVERY: FOB JEFFERSON PARISH</b>	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	8-22-16
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	8-22-16
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	8-26-16

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N/A  
 NUMBER: N/A  
 NUMBER: N/A  
 NUMBER: N/A

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 6276

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: Barriere Construction Co., L.L.C.	
SIGNATURE: (Must be signed here) <i>James M. Breland Jr.</i>	TITLE: Vice President - Asphalt Operations
PRINT OR TYPE NAME: James M. Breland Jr.	
ADDRESS: P.O. Box 1576 (1268 LA 3127)	
CITY, STATE: Boutte, LA	ZIP: 70039
TELEPHONE: (985) 785-7700	FAX: (985) 331-3559
EMAIL ADDRESS: jim@barriere.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 57,181.00

**STANDARD INSURANCE REQUIREMENTS - BIDS**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the advertised bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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For bidding purposes, the low bidder must submit to the Purchasing Department a current certificate evidencing the required coverages within 10 calendar days following the bid opening date. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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**JEFFERSON PARISH REQUIRED STANDARD INSURANCE** **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.**

**COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note:** This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the bid or within 10 calendar days after bid opening.

**DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**CONSTRUCTION AND RENOVATION PROJECTS:**

Unless otherwise specified in the bid, these additional insurances are required. Such insurance is due upon contract execution.

**OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

**BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM

PURSUANT TO La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: Barriere Construction Co., L.L.C.

Name of Authorized Agent: James M. Breland Jr.

Mailing Address: P.O. Box 1576

Boutte, LA 70039

ATTESTATION

I hereby attest that Barriere Construction Co., L.L.C. :  
(name of private employer)

1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

CERTIFICATE OF ACCURACY:

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

James M. Breland Jr.  
Signature (Authorized Agent) James M. Breland Jr.

Sworn To And Subscribed, before me, this 25<sup>th</sup> day of July, 2016, in Metairie, Louisiana.

David F. Mayer  
David F. Mayer Notary Public  
Bar Roll No. 9123

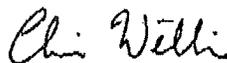
**CORPORATE RESOLUTION****EXCERPT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF  
BARRIERE CONSTRUCTION CO., L.L.C.**

At a meeting of the members of *Barriere Construction Co., L.L.C.*, successor by merger to Barriere Construction Co., Inc., duly noticed and held on December 2, 2015, a quorum being there present on motion duly made and seconded, it was:

RESOLVED, that George H. Wilson, Jr., Chairman of the Board; Peter A. Wilson, President - Chief Executive Officer; Bertrand A. Wilson, President - Asphalt and Material Operations; Christopher J. Williams, Director of Administration and Secretary; Heath D. Wahden, C.F.O./Treasurer; David F. Mayer, Vice President - Business Development; Douglas G. Olson, Vice President; Matthew D. Woods, Vice President - Construction Operations; James M. Breland, Jr., Vice President - Asphalt Operations; Matthew B. Lammon, Group Manager; Robert S. Sengelmann, Group Manager; and Jason P. Latiolais, Group Manager; be and are appointed, constituted, and designated as agents and attorneys-in-fact of this Company, with full power of authority to act on behalf of this Company in all negotiations, bidding, concerns, and transactions, the execution of contracts and other required documents on behalf of the company; approving, confirming, and accepting each and every such act performed by the said agents and attorneys-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 members of:

BARRIERE CONSTRUCTION CO., L.L.C.



---

Christopher J. Williams  
Secretary



# State of Louisiana

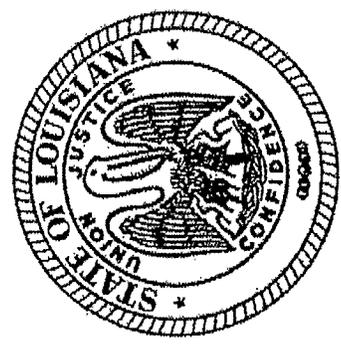
## State Licensing Board for Contractors

BARRIERE CONSTRUCTION CO., L.L.C.  
 1 Galleria Blvd., Suite 1650  
 Metairie, LA. 70001-7595

This is to Certify that:

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE  
 CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: DEMOLISHING  
 WORK



Witness our hand and seal of the Board dated,  
 Baton Rouge, LA 28th day of March 2015

*See Malott*  
 \_\_\_\_\_ Chairman  
*Andrew...*  
 \_\_\_\_\_ Secretary-Treasurer

*M. S. ...*  
 \_\_\_\_\_ Director  
 This License Is Not Transferable

Expiration Date: March 27, 2018

License No: 6276



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****NOTICE OF CANCELLATION –CERTIFICATE HOLDERS**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed within 30 days, except 10 days for non-payment of premium, of the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

*All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.*

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule

All other terms and conditions of this policy remain unchanged.

Insured Name: Barriere Construction Co., LLC

Policy Number: 31PKG8904905

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Insured Name: Barriere Construction Co., LLC

Policy Number: 31WCI890480E