

DATE: 6/17/2020

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BID NO.: 50-00131284

**BID FORM**  
Non Public Works

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

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

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

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

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

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

8/1/20

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

21307

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

FIRM NAME: Bayou Tree Service

ADDRESS: 264 Industrial Ave

CITY, STATE: Jefferson, LA ZIP: 70121

TELEPHONE: (504) 837-8733 FAX: (504) 831-8785

EMAIL ADDRESS: LSTANSBERRY@BAYOUTREE.COM

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

Acknowledge Receipt of Addenda: NUMBER: 1 RCJ

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

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

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

TOTAL PRICE OF ALL BID ITEMS: \$ 40,060.00

AUTHORIZED SIGNATURE: [Signature]

TITLE: President

Lee Stansberry  
Printed Name

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

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

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00131284

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO YEAR PRE-PLACED EMERGENCY CONTRACT TO PERFORM TREE WORK (TREE REMOVAL, STUMP REMOVAL, HAZARDOUS LIMB REMOVAL & HAULING TREE DEBRIS) THROUGHOUT UNINCORPORATED JEFFERSON PARISH		
1	1.00	EA	0010 EMERGENCY HAZARDOUS LIMB REMOVAL LESS THAN 3 INCH AVE. DIA.	\$250.00	\$250.00
2	1.00	EA	0020 EMERGENCY HAZARDOUS LIMB REMOVAL 3 INCH - 6 INCH AVE. DIA.	\$400.00	\$400.00
3	1.00	EA	0030 EMERGENCY HAZARDOUS LIMB REMOVAL GREATER THAN 6 INCH AVE. DIA.	\$650.00	\$650.00
4	1.00	EA	0040 EMERGENCY TREE REMOVAL LESS THAN 10 INCH D.B.H.	\$950.00	\$950.00
5	1.00	EA	0050 EMERGENCY TREE REMOVAL 10 INCH - 15 INCH D.B.H.	\$1650.00	\$1650.00
6	1.00	EA	0060 EMERGENCY TREE REMOVAL 16 INCH - 21 INCH D.B.H.	\$2900.00	\$2900.00
7	1.00	EA	0070 EMERGENCY TREE REMOVAL 22 INCH - 27 INCH D.B.H.	\$3850.00	\$3850.00
8	1.00	EA	0080 EMERGENCY TREE REMOVAL 28 INCH - 33 INCH D.B.H.	\$4750.00	\$4750.00
9	1.00	EA	0090 EMERGENCY TREE REMOVAL 34 INCH - 39 INCH D.B.H.	\$5260.00	\$5260.00
10	1.00	EA	0100 EMERGENCY TREE REMOVAL 40 INCH - 45 INCH D.B.H.	\$5800.00	\$5800.00
11	1.00	EA	0110 EMERGENCY TREE REMOVAL 46 INCH - 51 INCH D.B.H.	\$6506.00	\$6506.00
12	1.00	EA	0120 EMERGENCY TREE REMOVAL GREATER THAN 51 INCH D.B.A.	\$7100.00	\$7100.00

DATE: 6/17/2020

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00131284

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	1.00	EA	<p>0130 NON-BIDDABLE LINE ITEM</p> <p>THIS LINE ITEM IS FOR USE DURING THE CONTRACT TERM FOR ANY ADDITIONAL REPAIR AND/OR REPLACEMENT, UP TO \$5,000.00 WITH DIRECTOR APPROVAL, NOT INCLUDED ON THE INCIDENTAL LINE ITEMS SHEET</p>		

## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

*Instruction sheet may be omitted when submitting the affidavit*

**STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

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 **Invitation to 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, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause 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 must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being**

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☐ **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 must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

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

2) **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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**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

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and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

##### ***(1) Minimum wages.***

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as

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provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers

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performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

*(2) Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

*(3) Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

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contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

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Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

*(4) Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater

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than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

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addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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(for all awarded contracts related to “mechanics and laborers” with a value greater than \$100,000.00)

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not** apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and

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Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for

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patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

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(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format

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suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

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(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

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(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(for all awarded contracts with a value greater than \$150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

#### **DEBARMENT AND SUSPENSION**

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

#### **BYRD ANTI-LOBBYING AMENDMENT**

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. ( BID # 50-00131284 TWO (2) YEAR PRE-PLACED EMERGENCY CONTRACT TO PERFORM EMERGENCY TREE WORK TO INCLUDE TREE REMOVAL, STUMP REMOVAL, HAZARDOUS LIMB REMOVAL AND HAULING TREE DEBRIS THROUGHOUT UNINCORPORATED JEFFERSON PARISH FOR THE DEPARTMENT OF PARKWAYS

### **PROCUREMENT OF RECOVERED MATERIALS**

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### **CONFLICT OF INTEREST**

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

### **BUY AMERICAN PROVISION**

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

**Definition of domestic commodity or product:** the term 'domestic commodity or product' means -

- \* An agricultural commodity that is produced in the United States; and
- \* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- \* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic

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commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Lee Stansberry President, hereby certify on  
(name and title of bidder's official)

behalf of Bayou Tree Service that:  
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 14 day of July, 2020.

By [Signature]  
(signature of authorized official)

President  
(title of authorized official)

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Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

L. Stansberry President  
(Name and Title of bidder's official)

Bayou Tree Service  
(Name of bidder/company)

264 Industrial Ave  
(Address)

Jefferson, LA 70121  
(Address)

PHONE 504-837-8733 FAX 504-831-8785

EMAIL lstansberry@bayoutree.com

[Signature] Signature 7/07/20 Date


CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Bayou Tree Service  
INCORPORATED, DULY NOTICED AND HELD ON July 13, 2020  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

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

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

  
\_\_\_\_\_  
SECRETARY-TREASURER

7/13/20

\_\_\_\_\_  
DATE

## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

*Instruction sheet may be omitted when submitting the affidavit*

## Non-Public Works Bid

## AFFIDAVIT

STATE OF LouisianaPARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Lee Stensgaard  
\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized President of Bayou Tree Service (Entity),  
the party who submitted a bid in response to Bid Number 50-00131284 to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

Choice A ✓

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

Choice B \_\_\_\_\_

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

Debt Disclosures

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

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


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

Affiant further said:

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

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


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

  
Signature of Affiant

Lee Stansberry  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 14th DAY OF July, 2020

  
Notary Public

Sheree Korner  
Printed Name of Notary

144 791  
Notary/Bar Roll Number

My commission expires with life

Sheree L. Korner  
Notary Public  
State of Louisiana, Parish of Jefferson  
Notary #144791  
My Commission Expires with Life

Bayou Tree Service, Inc.

Campaign Contribution Disclosure:

Paul Connick Jr. \$1,000 2/12/19

Print

## Notary Search - Detail

**Name:** MS. SHEREE KERNER  
**Address:** 12 AZALEA CT.  
METAIRIE, LA 70005  
**Phone:** (504) 812-9076  
**Phone 2:** (504) 812-9076  
**Notary ID Number:** 144791  
**Parish:** JEFFERSON with STATEWIDE JURISDICTION  
**Agency:** N/A  
**Notary Type:** Non Attorney  
**Status:** Active  
**Commission Date:** 07/05/2016  
**Oath Date:** 06/30/2016  
**Surety Expiration Date:** 06/28/2021  
**Annual Report Current:** Yes

## Notary Events

**Pre-Assessment Registration** Date: 03/21/2016 -

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

[Back to Search Results](#)[New Search](#)

**STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

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 **Invitation to 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, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause 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 must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being**

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☐ **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 must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

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

2) **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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**FEDERAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

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and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

##### ***(1) Minimum wages.***

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as

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provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers

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performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

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contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

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Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

*(4) Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater

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than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

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addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Policy No. IMP E446874 01 00

## CONTRACTOR'S EQUIPMENT DECLARATIONS

### SCHEDULED FORM

Named Insured: Bayou Tree Service, Inc.	Policy Period: 04/01/2020 to 04/01/2021
Premium for this Coverage Form	\$ 10,229.00

**Limits of Insurance**

The most we will pay is:

\$ 1,410,446 in any one "loss" but not more than the Limit of Insurance shown opposite each item described below or in the Schedule attached.

**Schedule of Covered Property**

Item No.	Model Year	Manufacturer , & Type Equipment	Model No.	Serial No.	Limit of Insurance
1	2005	Ingersall-Rand - Air compressor		354442UCP02	\$ 11,718
2	2005	Vermeer		1VRY1119761006666	\$ 23,500
3	2005	Vermeer		1VRY1119761006707	\$ 28,500
4	2007	LofIness Timberax			\$ 15,000
5	2007	Vermeer-802 Stump Grinder		1VR2141J471000341	\$ 38,600
6	2012	Bandit-Chipper 990XP		4FMUS1314CR001357	\$ 29,600
7	2012	Bandit-Chipper 990XP		4FMUS1310CR001548	\$ 35,646
8	2012	Bandit-Chipper 990XP		4FMUS1312CR001549	\$ 35,646
9	2012	Bandit-Chipper 990XP		4FMUS1312CR001550	\$ 35,646
10	2012	Bandit-Chipper 990XP		4FMUS1319CR001628	\$ 32,350
11	2012	Volvo-Front Loader		VCEOL70GV00002270	\$ 145,000
12	1999	Double Axle Trailer		1C9US1622XM364038	\$ 2,875
13	2005	Track Grinder-Trailer		16JF0121151041492	\$ 2,600
14	2007	Toma-T14 Gooseneck-LofIness Timberax		4KNFT20227163795	\$ 2,600
15	2012	Rayco stump Grinder		RG100X0341012	\$ 47,500
16	2013	Altec Backyard Lift		0505DE5730	\$ 55,000

Item No.	Model Year	Manufacturer , & Type Equipment	Model No.	Serial No.	Limit of Insurance
17	2014	MCER McElrath Dump TR		1M9FG1829ES284769	\$ 25,000
18	2014	Bibcat BCTC W/ Grapple		AFT614018	\$ 61,790
19	2014	Bandit Chipper 990XP		4FMUS1317ER002196	\$ 36,000
20	2014	Felling 16,000 lb Tilt Tr.		5FrEE2628F2002447	\$ 13,000
21	2014	Bandit 2250 Stump Grinder		221336	\$ 20,500
22	2014	Big Tex Jr Stump Grinder Tr.		16VAX1017E2064681	\$ 2,000
23	2015	Felling 16,000 lb Tilt TR.		5FrEE2629F2002392	\$ 13,000
24	2015	Felling 16,000 lb Tilt TR.		5FrEE362XF2002384	\$ 13,000
25	2015	Ditch Witch		CMWSK850HF0000099	\$ 32,700
26	2015	Bobcat T750 w/Grapple		ANKA14057	\$ 44,000
27	2015	Bandit Chipper 1950XP		4FMUS1612FR003446	\$ 64,960
28	2015	Bobcat T750 w/Grapple		ANKA14098	\$ 49,000
29	2015	bobcat T750 w?Grapple		ANKA14322	\$ 62,500
30	2015	Felling 16,000 lb Tilt Tr.		5FTEE2628G1002603	\$ 13,000
31	2015	Lotr Backyard Lift Tr.		4ZECH1823F1084766	\$ 9,300
32	2016	McClain Custom TR.		4LYUS2229GH00030	\$ 7,600
33	2016	420cc Stump Grinder			\$ 2,910
34	2016	Rayco Custom Trailer		1R9871317DW210005	\$ , 35,600
35	2016	Altec AT37GW Backyard Tr.		1215DE18498	\$ 113,000
36		Brushcat Mower			\$ 7,000
37	2018	Vermeer Jr. Track StumpGrind		1VRC070NBJ1002365	\$ 17,560
38	2018	COTC Jr. Track Trailer		B8958335	\$ 1,400
39	2017	Compressor		HOP034536	\$ 9,285
40	2018	Stump Grider		4YMBU1016JT019371	\$ 1,405
41	2018	Ditch Witch		DWPSK155LK0000725	\$ 48,949
42	2018	Stump Grinder			\$ 20,295
43	2019	Bobcat MT85/T85 Mini Track Loader w/36" Grapple		B3TR17090 & A6S102121	\$ 30,270
44	2018	Gelling FT-15XP Trailer		5EFCE2526H2002622	\$ 13,937
45		ReachMaster BIBI Lift		ALM-000275	\$ 43,030
46	2020	Vermeer unit 394		1VRK120301100249	\$ 56,674

Deductible

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION					TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)					Town & State Where The Covered Auto Will Be Principally Garaged		
LA1	2002, FORD F550SD, 1FDAF56F92EB93671					JEFFERSON LA		\$29,366
LA2	2004, FORD F550SD, 1FDAF56P54EC33851					JEFFERSON LA		\$29,560
LA3	2005, ISUZU NFR, JALC4B17657015852					JEFFERSON LA		\$32,408
LA4	2005, FORD F650SD, 3FRNF65S15V184999					JEFFERSON LA		\$45,672
LA5	2005, FORD F650SD, 3FRNF65S65V184900					JEFFERSON LA		\$45,672
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:	
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
LA1	50	C	12,000	19	All Others	234890		
LA2	50	C	17,500	17	All Others	234790		
LA3	50	C	12,000	16	All Others	234890		
LA4	50	C	22,000	16	All Others	334790		
LA5	50	C	22,000	16	All Others	334790		
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES							
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium	
LA1	\$1,000,000	\$ 3,632						
LA2	\$1,000,000	\$ 3,272						
LA3	\$1,000,000	\$ 3,780						
LA4	\$1,000,000	\$ 3,424						
LA5	\$1,000,000	\$ 3,424						
Total Premium		\$194,532						

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA6	2005, FORD F550SD, 1FDAF56P95ED06891				JEFFERSON LA		\$31,190
LA7	2007, ISUZU NPR, JALC4B16177008351				JEFFERSON LA		\$30,003
LA8	2002, FORD F250SD, 1FTWX32R88EA75420				JEFFERSON LA		\$25,990
LA9	2007, FORD F550SD, 1FDAF56P77EA65893				JEFFERSON LA		\$31,245
LA10	2008, FORD F550SD, 1FDAF56R08ED04137				JEFFERSON LA		\$30,215
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
LA6	50	C	17,950	16	All Others	234890	
LA7	50	C	12,000	14	All Others	234890	
LA8	50	C	13,000	13	All Others	234890	
LA9	50	C	17,950	14	All Others	234890	
LA10	50	S	17,950	13	All Others	214890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
LA6	\$1,000,000	\$ 3,892					
LA7	\$1,000,000	\$ 3,574					
LA8	\$1,000,000	\$ 3,995					
LA9	\$1,000,000	\$ 4,010					
LA10	\$1,000,000	\$ 3,875					
Total Premium		INCL					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA11	2009, ISUZU NPR, JALC4W16697002314				JEFFERSON LA		\$40,196
LA12	2012, FORD F250, 1FTBP2A60CEB13251				JEFFERSON LA		\$27,945
LA13	2013, FORD F450, 1FDTF4GT7DEA20186				JEFFERSON LA		\$34,210
LA14	2011, FORD F750, 3FRXF7FL9BV625856				JEFFERSON LA		\$59,271
LA15	2014, FORD F-150, 1FTEX1CM6EFS70597				JEFFERSON LA		\$23,130
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
	LA11	50	C	14,500	12	All Others	234890
	LA12	50	C	9,800	9	All Others	234890
	LA13	50	C	16,500	8	All Others	234890
	LA14	50	C	20,000	10	All Others	234890
	LA15	50	C	6,700	7	All Others	234890
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
	LA11	\$1,000,000	\$ 4,128				
	LA12	\$1,000,000	\$ 3,559				
	LA13	\$1,000,000	\$ 3,942				
	LA14	\$1,000,000	\$ 4,394				
	LA15	\$1,000,000	\$ 3,734				
Total Premium			INCL				

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA16	2015, FORD F450, 1FDUF4GT9FEA59389				JEFFERSON LA		\$34,713
LA17	2013, KENWORTH T300, 2NKHMM6X9DM353567				JEFFERSON LA		\$79,920
LA18	2015, KENWORTH T300, 2NKHMM6X6FM447253				JEFFERSON LA		\$79,920
LA19	2015, FORD F-350, 1FT7X3A65FEB61955				JEFFERSON LA		\$34,340
LA20	2016, FORD F550, 1FDUF5GT2GEA19347				JEFFERSON LA		\$36,379
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
	LA16	50	C	16,500	6	All Others	234890
	LA17	50	C	30,000	8	All Others	234890
	LA18	50	C	30,000	6	All Others	334890
	LA19	50	C	10,000	6	All Others	024890
	LA20	50	C	17,950	5	All Others	234790
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.I.P. Endt. Minus Deductible Shown Below	Premium
	LA16	\$1,000,000	\$ 4,594				
	LA17	\$1,000,000	\$ 4,751				
	LA18	\$1,000,000	\$ 5,146				
	LA19	\$1,000,000	\$ 3,858				
	LA20	\$1,000,000	\$ 4,711				
Total Premium							

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA21	2015, FORD F-150, 1FTFW1CF0FFC19394				JEFFERSON LA		\$33,530
LA22	2015, FORD F-150, 1FTFX1CF0FFC69747				JEFFERSON LA		\$31,075
LA23	2015, FORD F750, 3FRKF7FC9FV728239				JEFFERSON LA		\$69,135
LA24	2016, FORD F350, 1FT8W3DT7GEC96823				JEFFERSON LA		\$38,092
LA25	2015, LOAD TRAIL TRAILOR, 4ZECH1823F1084766				JEFFERSON LA		\$10,000
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
LA21	50	C	7,100	6	All Others	034890	
LA22	50	C	7,050	6	All Others	034890	
LA23	50	C	31,000	6	All Others	334890	
LA24	50	C	12,000	5	All Others	234890	
LA25	50			6	All Others	684890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
LA21	\$1,000,000	\$ 3,959					
LA22	\$1,000,000	\$ 3,959					
LA23	\$1,000,000	\$ 4,963					
LA24	\$1,000,000	\$ 4,832					
LA25	\$1,000,000	\$ 341					
Total Premium		INCL					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION					TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)					Town & State Where The Covered Auto Will Be Principally Garaged		
LA26	2017, DODGE RAM 2500, 3C6UR4CJ6HGS67823					JEFFERSON LA		\$36,245
LA27	2016, FORD F550, 1FDUF5GT8GEA93243					JEFFERSON LA		\$36,379
LA28	2017, CHEVROLET SILVERADO 1500, 1GCRNEC3HZB63964					JEFFERSON LA		\$32,805
LA29	2016, FORD F550, 1FDUF5GT4GED42587					JEFFERSON LA		\$36,379
LA30	2018, FREIGHTLINER M2 106, 3ALAXTC0CJDJP0977					JEFFERSON LA		\$75,192
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:	
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
LA26	50	C	10,000	4	All Others	034890		
LA27	50	C	17,950	5	All Others	234890		
LA28	50	S	6,900	4	All Others	014890		
LA29	50	C	17,950	5	All Others	234890		
LA30	50	C	33,000	3	All Others	334890		
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.I.P. Endt. Minus Deductible Shown Below	Premium	
LA26	\$1,000,000	\$ 4,125						
LA27	\$1,000,000	\$ 5,003						
LA28	\$1,000,000	\$ 3,471						
LA29	\$1,000,000	\$ 5,103						
LA30	\$1,000,000	\$ 5,188						
Total Premium		\$22,880						

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA31	2018, FORD F550, 1FDUF5GT8JEB43145				JEFFERSON LA		\$39,225
LA32	2018, CHEVROLET SILVERADO K2500, IGC1KWEY0JF108035				JEFFERSON LA		\$51,825
LA33	2016, TOYOTA TUNDRA 4M4 CREWMAX, 5TFDM5F17GX514653				JEFFERSON LA		\$37,030
LA34	2018, DODGE 5500, 3C7WRNMA1JG298526				BATON ROUGE LA		\$38,295
LA35	2018, DODGE 5500, 3C7WRNMA1JG294256				JEFFERSON LA		\$38,295
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code	
LA31	50	C	17,550	3	All Others	234790	
LA32	50	C	7,000	3	All Others	034890	
LA33	50	C	7,200	5	All Others	034890	
LA34	50	C	18,000	3	All Others	234890	
LA35	50	C	18,000	3	All Others	234890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
LA31	\$1,000,000	\$ 4,247					
LA32	\$1,000,000	\$ 4,229					
LA33	\$1,000,000	\$ 4,155					
LA34	\$1,000,000	\$ 4,418					
LA35	\$1,000,000	\$ 4,482					
Total Premium							

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION					TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)					Town & State Where The Covered Auto Will Be Principally Garaged		
LA36	2019, FORD SUPER DUTY F-350, 1FTTW3B62KEF36965					BATON ROUGE LA		\$45,830
LA37	2019, FORD F-150, 1FTEW1EP0KKD54334					BATON ROUGE LA		\$39,200
LA38	2019, GMC YUKON, 1GKS1BKC4KR327187					JEFFERSON LA		\$57,500
LA39	2019, FORD F550, 1FDUF5GT4KDA12687					JEFFERSON LA		\$42,020
LA40	2019, FORD F550, 1FDUF5GT6KDA12688					JEFFERSON LA		\$43,020
Covered Auto No.	CLASSIFICATION							EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification		Code	
LA36	50	C	10,500	2	All Others		234590	
LA37	50	C	6,600	2	All Others		034890	
LA38	50	C	7,100	2	All Others		034890	
LA39	50	C	19,500	2	All Others		234790	
LA40	50	C	19,500	2	All Others		234790	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium	
LA36	\$1,000,000	\$ 4,245						
LA37	\$1,000,000	\$ 3,541						
LA38	\$1,000,000	\$ 4,382						
LA39	\$1,000,000	\$ 4,252						
LA40	\$1,000,000	\$ 4,252						
Total Premium		\$21						

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA41	2019, FORD F550, 1FDUF5GTXXDA26562				JEFFERSON LA		\$43,020
LA42	1999, DOUBLE AXLE TRAILER, 1C9US1622XM364039				JEFFERSON LA		
LA43	2005, TRACTOR TRAILER, 16JF0121151041492				JEFFERSON LA		
LA44	2007, GOOSENECK TRAILER, 48NFT20227116375				JEFFERSON LA		
LA45	2014, FELLING, 6FREE2628F2002447				JEFFERSON LA		
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use  s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code	
LA41	50	C	19,500	2	All Others	234890	
LA42	50			12	All Others	684890	
LA43	50			16	All Others	694890	
LA44	50			14	All Others	684890	
LA45	50			7	All Others	684890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
LA41	\$1,000,000	\$ 4,384					
LA42	\$1,000,000	\$ 229					
LA43	\$1,000,000	\$ 162					
LA44	\$1,000,000	\$ 167					
LA45	\$1,000,000	\$ 346					
Total Premium		INCL					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION					TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)					Town & State Where The Covered Auto Will Be Principally Garaged		
LA46	2014, BIG TEX 50SR, 16VAM1017E2064681					JEFFERSON IA		
LA47	2015, FELLING, 5FREE2629F2002392					JEFFERSON IA		
LA48	2015, FELLING TRAILER, 5FREE362NF2002324					JEFFERSON IA		
LA49	2016, MCLAIN CUSTOM TRAILER, 4LYUS2229GH000030					JEFFERSON IA		
LA50	2016, RAYCO CUSTOM TRAILER, 1R9971317DM210005					JEFFERSON IA		
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:	
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code		
LA46	50			7	All Others	684890		
LA47	50			6	All Others	684890		
LA48	50			6	All Others	684890		
LA49	50			5	All Others	684890		
LA50	50			5	All Others	684890		
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium	
LA46	\$1,000,000	\$ 195						
LA47	\$1,000,000	\$ 359						
LA48	\$1,000,000	\$ 259						
LA49	\$1,000,000	\$ 302						
LA50	\$1,000,000	\$ 322						
Total Premium		\$1,035						

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION		TERRITORY		Original Cost New		
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Town & State Where The Covered Auto Will Be Primarily Garaged				
LA51	2018, COTC, B8958335		JEFFERSON LA				
LA52	2018, FELLING, 5FTOCE2526H2002622		JEFFERSON LA				
LA53	2005, VERMEER BC 1000XL WOOD CHIPPER, 1VRV1119761006666		JEFFERSON LA				
LA54	2005, VERMEER CHIPPER, 1VRV119761006707		JEFFERSON LA				
LA55	2012, BANDIT CHIPPER, 4FMUS1314CR001357		JEFFERSON LA				
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code	
LA51	50			3	All Others	684890	
LA52	50			3	All Others	684890	
LA53	50			16	All Others	684890	
LA54	50			16	All Others	684890	
LA55	50			9	All Others	684890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.I.P. Endt. Minus Deductible Shown Below	Premium
LA51	\$1,000,000	\$ 164					
LA52	\$1,000,000	\$ 363					
LA53	\$1,000,000	\$ 342					
LA54	\$1,000,000	\$ 365					
LA55	\$1,000,000	\$ 416					
Total Premium		INCL					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA56	2012, BANDIT CHIPPER, 4FMUS1310CR001548				JEFFERSON LA		
LA57	2012, BANDIT CHIPPER, 4FMUS1312CR001549				JEFFERSON LA		
LA58	2012, BANDIT CHIPPER, 4FMUS1312CR001550				JEFFERSON LA		
LA59	2012, BANDIT CHIPPER, 4FMUS1319CR001628				JEFFERSON LA		
LA60	2014, BANDIT CHIPPER, 4FMUS1317ER002196				JEFFERSON LA		
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
LA56	50			9	All Others	684890	
LA57	50			9	All Others	684890	
LA58	50			9	All Others	684890	
LA59	50			9	All Others	684890	
LA60	50			7	All Others	684890	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
LA56	\$1,000,000	\$ 457					
LA57	\$1,000,000	\$ 457					
LA58	\$1,000,000	\$ 457					
LA59	\$1,000,000	\$ 439					
LA60	\$1,000,000	\$ 485					
Total Premium		INCL					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA61	2015, BANDIT CHIPPER, 4FMUS1412FR002446				JEFFERSON LA		
LA62	2015, FELDING TILT TRAILER, 8FTEE2628G1002603				JEFFERSON LA		
LA63	2020, VERMEER CHIPPER, 1VRK120301100249				JEFFERSON LA		
LA64	2000, FORD F550, 1FDAF56F9YEC87516				JEFFERSON LA		\$40,000
LA65	2017, DODGE 5500, 3C7WRMBL5HG872657				JEFFERSON LA		\$42,654
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code	
LA61	50			6	All Others	684990	
LA62	50			6	All Others	684990	
LA63	51			1	All Others	684990	
LA64	50	C	19,500	21	All Others	234990	
LA65	50	C	18,750	4	All Others	234990	
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.I.P. Endt. Minus Deductible Shown Below	Premium
LA61	\$1,000,000	\$ 587					
LA62	\$1,000,000	\$ 359					
LA63	\$1,000,000	\$ 560					
LA64	\$1,000,000	\$ 3,616					
LA65	\$1,000,000	\$ 4,878					
Total Premium							

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

BAYOU TREE SERVICE, INC.  
264 Industrial Avenue  
Jefferson, LA 70121

is duly licensed and entitled to practice the following classifications

SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION



Expiration Date: August 15, 2021

License No: 21307

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 16th day of August 2018

*W. B. Mac*  
Director

*See*  
Chairman

This License is Not Transferable

*Indy*  
Treasurer

Back side of state Contractor's  
license


# INTERNATIONAL SOCIETY OF ARBORICULTURE


## CERTIFIED ARBORIST®

*Abedalthadi Mousa*

Having successfully completed the requirements set by the  
International Society of Arboriculture, the above named  
is hereby recognized as an ISA Certified Arborist®



  
Luana Vargas  
Director of Credentialing Services  
International Society of Arboriculture

  
Caitlyn Pollihan  
Executive Director  
International Society of Arboriculture

SO-10336A  
Certification Number

14 Sep 2019  
Certified Since

31 Dec 2022  
Expiration Date



#0847  
ISO/IEC 17024  
Personnel Certification Program  
ISA Certified Arborist®

Rear of ISA Certification



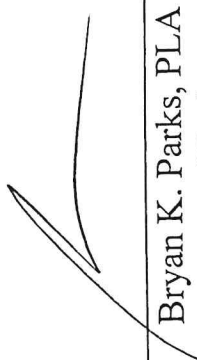
# Jefferson Parish Department of Public Works-Parkways

1901 Ames Blvd. Marrero, LA. 70072  
(504) 349-5800

Be it known, that effective April 1, 2020 through March 31, 2021 having complied with all relevant requirements of the Jefferson Parish Ordinance No. 21243, the individual named below is hereby licensed to practice in the Parish of Jefferson in the following profession(s):

License(s):                      Arborist                      20-1948

Lee C. Stansberry  
c/o Bayou Tree Service, Inc.  
264 Industrial Ave.  
Jefferson LA 70121  
(504) 837-8733

  
Bryan K. Parks, PLA  
Director of Parkways

DISPLAY IN A PROMINENT PLACE.

**LICENSE NO. JP-001**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2020

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> E B Ducasse Insurance Agency, Inc 3200 Ridgeland Dr, Suite 401 Metairie LA 70002		<b>CONTACT NAME:</b> Darly Oser <b>PHONE (A/C, No, Ext):</b> (504) 840-9883 <b>FAX (A/C, No):</b> (504) 840-9889 <b>E-MAIL ADDRESS:</b> doser@ebducasse.com	
<b>INSURED</b> Bayou Tree Service Inc 264 Industrial Avenue Jefferson LA 70121		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Technology Insurance Company <b>INSURER B:</b> Allstate Insurance Company <b>INSURER C:</b> AIG Specialty Insurance Company <b>INSURER D:</b> LWCC <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22350	

**COVERAGES**

CERTIFICATE NUMBER: 2020-2021

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			TPP1614071-00	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			648882955	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			BE066323070 Umbrella Policy follow form of underlying policies.	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			169773	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability policy contains a blanket additional insured for ongoing operations, a blanket additional insured for completed operations, a blanket waiver of subrogation, and is primary and non contributory if required by written contract. The business auto liability policy contains a blanket additional insured and blanket waiver of subrogation if required by written contract. The workers compensation policy contains a blanket waiver of subrogation if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Sample	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 E Ducasse Jr./WAYNE <i>Edward B. Ducasse Jr.</i>

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**LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY**

**MIKE STRAIN DVM, COMMISSIONER**

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 352-8100, FAX (225) 325-3760

HORTICULTURE REGISTRATION : **ELLIS CARLTON EATON**

Date: 07/13/2020

LDAF ID : **148481**

LICENSE(S): **ARBORIST** **20-2348**

**UTILITY ARBORIST** **20-2037**

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

2

**LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY**

**MIKE STRAIN DVM, COMMISSIONER**

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 352-8100, FAX (225) 325-3760

LICENSE(S): **ARBORIST**

**20-2348**

**UTILITY ARBORIST**

**20-2037**

**ELLIS CARLTON EATON**  
64111 MT GILLION CHURCH RD  
ROSELAND LA 70456

DISPLAY IN A PROMINENT PLACE.

*Mike Strain*  
Commissioner

**LDAF ID: 148481**

2356

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

Agricultural & Environmental Sciences

5825 Florida Blvd., Suite 3002

Baton Rouge, LA 70806



IMPORTANT

OFFICIAL DOCUMENT ENCLOSED

**ELLIS CARLTON EATON**  
64111 MT GILLION CHURCH RD  
ROSELAND LA 70456

LOUISIANA DEPARTMENT OF  
**AGRICULTURE & FORESTRY**

CERTIFICATION CARD

**COMMERCIAL PESTICIDE APPLICATOR**

LANCE STANSBERRY  
616 PAILET AVE  
HARVEY LA 70058

00109866

Exp. Date: 12/31/2020



*Mike Strain*

**MIKE STRAIN, DVM COMMISSIONER**

CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

3-Ornamental & Turf Pest Control  
6-Right-Of-Way & Industrial Pest  
GS-General Standards

RECERTIFY BY

12/10/2021  
12/10/2021  
12/10/2021

SIGNATURE: \_\_\_\_\_

LDAF EMERGENCY HOTLINE: 855-452-5323  
LA POISON CONTROL CENTER: 800-222-1222

LOUISIANA DEPARTMENT OF  
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

SCOTT HARLAMERT

531 HELIOS AVE

METAIRIE LA 70005

00166583

Exp. Date: 12/31/2019



*Mike Strain*

MIKE STRAIN, DVM COMMISSIONER

CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

3-Ornamental & Turf Pest Control  
GS-General Standards

RECEIPT BY  
12/11/2020  
12/11/2020



SIGNATURE:

LDAF EMERGENCY HOTLINE: 855-452-5323  
LA POISON CONTROL CENTER: 800-2-1222

R-1027-L (6/99)

This certificate must be publicly displayed as provided by law.



See reverse side  
for important information.

State of Louisiana Department of Revenue

Sales Tax Registration Certificate

BAYOU TREE SERVICE INC

264 INDUSTRIAL AVE  
NEW ORLEANS LA 70121-2904

3111333-001

Effective date 08/1/2011

Date Issued 12/10/2013

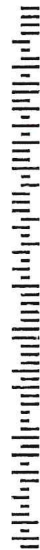
400MO Filer

*Julma Chatman*

Secretary of Revenue and Taxation

*Julma Chatman*

Director of Sales Tax Section



BAYOU TREE SERVICE INC

PO BOX 850197

NEW ORLEANS LA 70185-0197

# LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2020 through 01/31/2021 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST

20-2076

LANCE D STANSBERRY  
616 PAILET AVE  
HARVEY LA 70058

*Mike Strain*  
Commissioner

DISPLAY IN A PROMINENT PLACE.

LDAF ID: 109866

# LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2020 through 01/31/2021 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST

20-1157

LANDSCAPE HORTICULTURIST

20-2534

LEE CHRISTOPHER STANSBERRY  
176 COMMERCE ST  
GRETN LA 70056

*Mike Strain*  
Commissioner

DISPLAY IN A PROMINENT PLACE.

LDAF ID: 42909

# LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2020 through 01/31/2021 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST

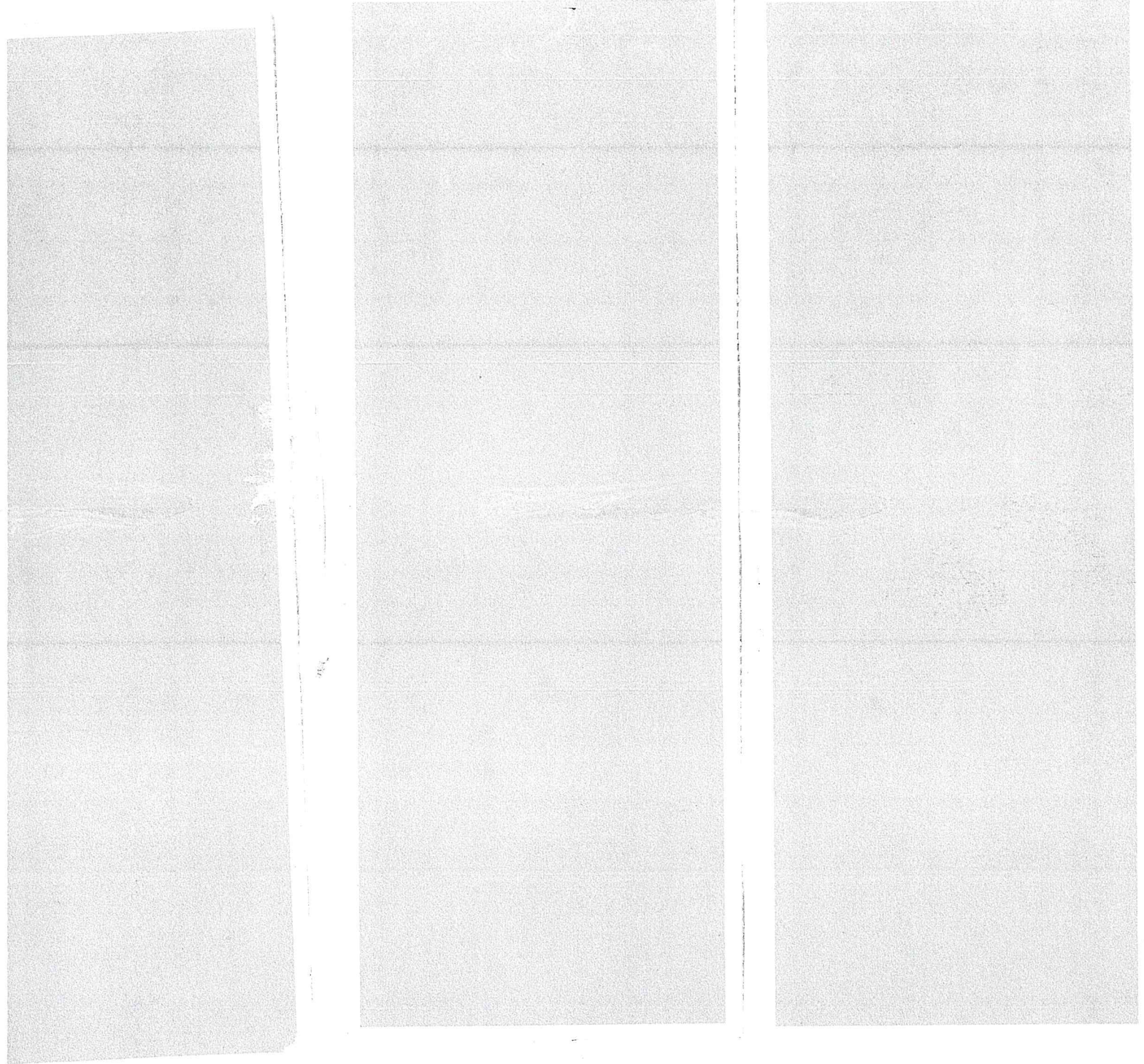
20-0465

SCOTT G GREENFIELD  
756 JEFFERSON HEIGHTS AVE.  
JEFFERSON LA 70121

*Mike Strain*  
Commissioner

DISPLAY IN A PROMINENT PLACE.

LDAF ID: 120936



Back of state Arborist and Horticulture  
licenses



Cynthia Lee Sheng  
Parish President

# Jefferson Parish

## Department of Purchasing

Renny Simno  
director

June 17, 2020

### JEFFERSON PARISH INVITATION TO BID NOTIFICATION

This notification is to inform bidders of the following bid solicitation for Jefferson Parish Government. Please review this notification in its entirety for details on how to access the on-line bidding site to view and download the Invitation to Bid, including all required bidding documents. The notification also states how and/or where to submit the bid response to the Jefferson Parish Purchasing Department on the bid opening date or before.

Bid number and description: **BID #50-00131284**

**Two Year Pre-Placed Emergency Contract to Perform Tree Work (Tree Removal, Stumpf Removal, Hazardous Limb Removal & Hauling Tree Debris) Throughout Unincorporated Jefferson Parish**

Bids will be received at the West Bank Purchasing Department, Suite 4400, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, La 70053 until 2 p.m., **7/16/2020**, and publicly opened and read aloud thereafter.

Bids delivered after 2 p.m. will not be accepted.

For convenience, bidders may also submit bids at the East Bank Purchasing Department, Suite 404, Jefferson Parish, Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson, LA 70123. However, if submitting bids on the day of the bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened and read aloud at the West Bank Purchasing location.

Both of the Jefferson Parish Purchasing offices operate Monday through Friday from 8:30 a.m. to 4:30 p.m.

**Where to obtain the Invitation to Bid:** This Invitation to Bid may be viewed, and/or downloaded from our on-line bidding site, Central Bidding by clicking, <http://www.jeffparishbids.net>. All vendors are encouraged to register with Central Bidding in order to respond, free of charge, to Jefferson Parish Invitation to Bid. This Invitation to Bid is also posted on LaPac (State of Louisiana website) for view and download purposes only, which can be obtained through [www.jeffparish.net](http://www.jeffparish.net).

**How to respond:** Vendors can respond either through Central Bidding, our on-line bidding site, through the link above or via manual delivery, as stated above.

For more information on this bid, please contact the buyer assigned to this bid:

**Melissa Ovalle, Buyer II**

**504-364-2687**

[MOvalle@jeffparish.net](mailto:MOvalle@jeffparish.net)

Or you may visit the Purchasing Department's webpage at [www.jeffparish.net](http://www.jeffparish.net).



1732

# JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

July 10, 2020

**ADDENDUM # 1**

Bid Number: 50-00131284

Bid Opening Date: July 16, 2020 at 2:00 PM

**Description of Bid:** TWO YEAR PRE-PLACED EMERGENCY CONTRACT TO PERFORM TREE WORK (TREE REMOVAL, STUMP REMOVAL, HAZARDOUS LIMB REMOVAL & HAULING TREE DEBRIS) THROUGHOUT UNINCORPORATED JEFFERSON PARISH

---

**REVISION OF SPECIFICATIONS:**

Revise the following under the **MINIMUM EQUIPMENT** section of the specifications on SP Page 2 of 5:

Remove in its entirety:

(3) 25 CY min. covered chipper trucks

Replace with the following:

(3) 8 CY min. covered chipper trucks

Sincerely,

Melissa Ovalle

Melissa Ovalle  
Buyer II

7/13/20

Jefferson Parish Purchasing Department

**Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of This addendum on the bid form as indicated. Failure to do so will result in bid rejection.**

**This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.**

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETN, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET



**The  
O'Connor  
Insurance Group, LLC**

2450 Severn Ave., Suite 208  
Metairie, LA 70001  
Phone: (504) 262-8900  
Fax: (504) 407-0678

July 14, 2020

Ms. Sheila Donahue  
Bayou Tree Service, Inc.  
264 Industrial Avenue  
Jefferson, LA 70121

**Re: Bid Bond**  
**Jefferson Parish Purchasing**  
**Bid Date: July 16, 2020**

Dear Sheila:

Enclosed is the Bid Bond required for the above reference project (one original and one copy for your file).

Please review the bond and power of attorney and let us know if any changes need to be made or if the bid date changes. **Also, please make sure the bid bond is signed where indicated prior to submitting the bid.**

Good luck with the bid and thank you again for the business, it is sincerely appreciated.

Best regards,



Steve Wulff

Enclosure



[www.oconnoragency.net](http://www.oconnoragency.net)



**BID BOND**

**Travelers Casualty and Surety Company of America**  
**Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Bayou Tree Service, Inc.,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto Jefferson Parish Purchasing Department, as  
Obligee, in the sum of Five Percent (5%) of the Total Amount Bid, Including all Alternates  
Dollars ( 5% ) for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a  
contract for Emergency Tree Work For the Jefferson Parish Department of Public Works-Parkways  
Bid No.: 50-00131284 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal's bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed  
the penal sum of this bond.

Signed this 16th day of July, 2020.

Bayou Tree Service, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 

Steven L. Wulff

, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEVEN L. WULFF** of Metairie, Louisiana, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

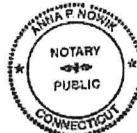
By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **July**, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CENTRALBIDDING**

FROM CENTRAL AUCTION HOUSE

**5000131284 - TWO (2) YEAR PRE-PLACED EMERGENCY CONTRACT TO  
PERFORM EMERGENCY TREE WORK TO INCLUDE TREE REMOVAL,  
STUMP REMOVAL, HAZARDOUS LIMB REMOVAL AND HAULING TREE  
DEBRIS THROUGHOUT UNINCORPORATED JEFFERSON PARISH FOR  
THE DEPARTMENT OF PARKWAYS**

Jefferson Parish Government

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

18-Jun-2020 07:48:34 AM



**Bid Number 50-00131284**

**TWO (2) YEAR PRE-PLACED EMERGENCY CONTRACT TO PERFORM EMERGENCY TREE WORK TO INCLUDE TREE REMOVAL, STUMP REMOVAL, HAZARDOUS LIMB REMOVAL AND HAULING TREE DEBRIS THROUGHOUT UNINCORPORATED JEFFERSON PARISH FOR THE DEPARTMENT OF PARKWAYS**

**BID DUE: July 16, 2020 at 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Buyer Name: Melissa Ovalle  
Buyer Email: [movalle@jeffparish.net](mailto:movalle@jeffparish.net)  
Buyer Phone: (504) 364-2687**



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

May 2020

### **PURCHASING DEPARTMENT ANNOUNCEMENT**

#### **Public Access to the General Government Building and Joseph S. Yenni Building:**

Effective **Monday, May 18, 2020**, Jefferson Parish Government buildings will be open to the public. All visitors will be required to wear a mask or face covering and undergo a temperature screening prior to entry.

#### **Bid Openings:**

Due to COVID-19 safety precautions, all public bid openings have been suspended. Bid openings will continue and be made available via phone conference by calling the following:

**Dial-in Number:** (504) 323-1800

**Meeting ID:** 181357

Bids will be accepted through Central Bidding or manual submission. Manually-submitted bids can be delivered to either Purchasing office location; however, if submitting bids on the day of the bid opening, bidders must submit at the West Bank location. Advertised bids will be received until 2 p.m. The bid opening teleconference will begin at 2:30 p.m. on each bid opening date.

If you have any questions, please contact the Purchasing Department at (504) 364-2678 or e-mail [purchasing@jeffparish.net](mailto:purchasing@jeffparish.net) for assistance.

GENERAL GOVERNMENT BLDG. — 200 DERBIGNY ST., SUITE 4400, GRETN, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. — 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: [PURCHASING@JEFFPARISH.NET](mailto:PURCHASING@JEFFPARISH.NET) WEBSITE: [WWW.JEFFPARISH.NET](http://WWW.JEFFPARISH.NET)



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

January 2020

### **Changes to Jefferson Parish Bidding Information**

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

**Probable Construction Cost:** Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

**Insurance Requirement:** **All bidders** must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

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**EMERGENCY TREE WORK  
FOR THE JEFFERSON PARISH  
DEPARTMENT OF PUBLIC WORKS – PARKWAYS**

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The Jefferson Parish Department of Public Works – Parkways (Parkways Department) is soliciting qualified Contractors for a two (2) year contract for emergency tree work (tree removal, stump removal, hazardous limb removal and hauling tree debris) to be performed throughout unincorporated Jefferson Parish.

This is a non-exclusive contract. The contract will be for a period of two (2) years. The contract shall commence when the contract has been fully executed and will expire on second anniversary after.

If a new contract has not been executed by May 1<sup>st</sup>, the existing contract shall automatically extend until the end of the calendar year.

It is understood that this contract shall be utilized on an emergency basis only. Under no circumstances should bidders assume that this contract shall be utilized for normal daily activities of Jefferson Parish.

**PERFORMANCE BOND:**

Contractor shall furnish a performance bond in the amount of 50% of the contract price. The performance bond shall be supplied at the signing of the contract.

**BID BOND:**

A bid bond in the amount of 5% of bid response is due with the bid submission.

**LICENSE REQUIREMENTS:**

**Louisiana State Contractor's License**

A Louisiana State Contractor's License is required in the following classification:

- **Specialty: Landscaping, Grading and Beautification**

*The above 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. 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.*

**Louisiana Department of Agriculture and Forestry**

The Contractor must be licensed and bonded through the Louisiana Department of Agriculture & Forestry by the Louisiana Horticulture Commission, as an **Arborist and Utility Arborist**, under applicable state law; Act 127 of 1965 as amended by Act 574 of 1974.

The Contractor must include copies of all required licenses with his bid submission. A copy of the front and back for all licenses is required with the bid submission or the bid response will be deemed non-responsive and rejected. These licenses are required to be valid through the contract term.

In providing copies of said licenses, the bidder certifies that any and all required licenses are compliant with all applicable rules and regulations, as promulgated by the issuing authority, governing the issuance and associated use of said Licenses.

**Jefferson Parish Parkways Department Right-of-Way Licenses**

Additionally, the Contractor shall possess a Jefferson Parish Parkways Department Right-of-Way Licenses within five (5) calendar days after signing. The license information can be found at [www.jeffparish.net](http://www.jeffparish.net) under the Parkways Department. There is a \$35 annual fee for this license made payable to Jefferson Parish Parkways Department. This license shall be renewed each year of the contract.

**WORK LOCATION:**

This as-needed contract will encompass all of unincorporated Jefferson Parish including the rights-of-way and public buildings and facilities. No work shall be required within the city limits of Grand Isle, the Town of Jean Lafitte, the City of Kenner, the City of Harahan, the City of Gretna or the City of Westwego.

**MINIMUM EQUIPMENT:**

A list of minimum equipment is supplied below. Tree work must be performed in a safe and professional manner utilizing industry approved equipment and techniques. The Contractor shall evaluate each work order to determine the type of equipment and labor force required for the work.

- (3) aerial trucks with a minimum 40' reach
- (3) chippers\*
- (3) 25 CY min. covered chipper trucks
- (1) stump grinder\*
- (3) labor crews consisting of a minimum three (3) workers per crew and associated tools and incidentals to professionally provide tree work\*\*

\* Chipper/stump grinder size shall be determined by the Contractor. The Contractor shall have the means to remove any debris from the site that is too large for a chipper. All stump grinding shall be performed in accordance with these specifications (see STUMP GRINDING).

\*\* Prior to issuing the contract, the Contractor shall supply a list of field managers and supervisors displaying all accreditations and years of experience. Each required crew shall be supervised by a Louisiana Department of Agriculture licensed and ISA (International Society of Arboriculture) certified arborist.

Prior to issuing of the contract, the Contractor must show proof of ownership or lease agreements for equipment specified above with bid submission. All equipment shall include the Contractor's name and or company logo in a clearly visible location.

**SPECIALTY EQUIPMENT:**

At the Contractor's discretion, specialty equipment such as cranes, long reach aerial trucks or other equipment not specified above (see MINIMUM EQUIPMENT) may be utilized to complete work orders. It is not a requirement that specialty equipment be owned or leased by the Contractor. However, the Contractor shall take full responsibility for this equipment and its operation.

**SUBCONTRACTORS:**

The use of any subcontractors on this contract must be approved by the Parkways Department.

**GENERAL SPECIFICATIONS:**

The contractor shall submit unit prices for a typical, unspecified tree variety, within each of the categories of trees listed on the bid form based on DBH (diameter at breast height).

Contractor agrees to be bound to all applicable provisions of State and Parish laws concerning tree work, as well as policy decisions of the Parkways Department.

Contractor agrees to hold the Parish of Jefferson harmless for all liability that may be incurred under this contract and shall sign a "Hold Harmless" agreement to this effect should it be required by Jefferson Parish.

Unless permission is granted from the Director of Parkways, and with the proper documentation, the Contractor shall not access public property for any tree work.

The Contractor's field supervisors shall have knowledge of the natural habits of all applicable tree species so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

All traffic control, signs, barricades and signals are the responsibility of the Contractor. Unless prior approval is given from the Parkways Department, the Contractor shall not block more than one lane of traffic when performing his work. The Contractor shall be allowed to block a lane of travel and/or sidewalk along residential streets as needed for his work. The Contractor must provide a minimum of 72 hours' notice to the Parkways Department prior to blocking any lanes and/or sidewalks along commercial corridors.

All removed wood, brush and debris shall be hauled away on the same day that it is cut. No material resulting from tree work operations may be deposited on Jefferson Parish property. Dump fees, if applicable, are the responsibility of the Contractor.

All loads of debris must be covered and tied down with tarpaulins, or equal, when transported on public streets in accordance to the applicable State and Parish laws and Paragraph 5.6.2 of the ANSI Standard.

Spurs or climbing irons cannot be used on any Parish trees unless approved, in writing, by the Director of Parkways, or his representative.

Denatured alcohol or anti-freeze can be used for the sterilization of cutting tools. Any other sterilization methods must be approved, in writing, by the Director of Parkways or his representative.

The Contractor shall be responsible to repair any damage to the right-of-way and/or private property as a result of his operations. The Contractor shall fill any holes, indentions and/or ruts with batture sand leaving a smooth surface with positive drainage toward the roadway.

The use of brand names and/or manufacturers within these specifications is to establish a baseline of expected quality. Successful bidder shall submit as-equal products to the Parkways Department for prior approval prior to use.

**EMERGENCY WORK:**

Emergency work will be required in the event of a natural disaster such as tornados, tropical storms, hurricanes and other unplanned conditions requiring short-notice tree work.

For emergency work situations, the Contractor must be able to provide a minimum of (3) tree crews. The minimum equipment list (see MINIMUM EQUIPMENT), per crew, shall apply to emergency work.

Emergency work may be required at any time. In non-named storm situations, or named storms not requiring mandatory evacuation of Jefferson Parish, the Contractor shall be able to provide a minimum of one (1) three (3) man crew and associated equipment to the emergency work site address within two (2) hours of notification from the Parkways Department, with the ability to deploy the second and third crew, as needed, within four (4) hours of notification.

During named storms requiring mandatory evacuation of Jefferson Parish, the Contractor shall be capable of deploying the minimum required crews and equipment (see MINIMUM EQUIPMENT) within forty eight (48) hours of notice by the Parkways Department. The severity of the storm will dictate when notice will be given from the Parkways Department. During mandatory evacuations, the Parkways Department will provide the Contractor with his notice to return at the same time that the Parkways Department begins returning to Jefferson Parish.

During emergency situations, and if requested, the Contractor may store his equipment at one or both Parkways Department equipment yards. The east bank facility is located at 200 Shrewsbury Road,

Jefferson, LA 70121. The west bank facility is located at 1901 Ames Boulevard, Marrero, LA 70072. Jefferson Parish is not responsible for any damage or theft of any equipment left at a Parkways Department facility.

**HAZARDOUS LIMB REMOVAL:**

Hazardous limb removal shall typically refer to the removal of an individual limb or branch that has been determined to pose a danger of falling out of a tree and causing injury and/or damage. Pricing for hazardous limb removal shall be made per each and will be based on the average diameter of the limb. In addition to removing the hazardous limb, the Contractor shall make a clean, proper, cut at the point of connection from where the hazardous limb was growing on the tree. Hazardous limb removal shall include disposal of all debris generated from the work.

**TREE REMOVAL:**

All tree removal shall include stump removal (see GRINDING). The Contractor shall determine the type, size and quantity of equipment required for a safe removal. All tree debris shall be removed from the job site the same day in which it is cut. The Contractor shall immediately notify the Parkways Department of any instance where the work cannot be complete once started (weather delays, equipment malfunction, etc.).

In the event that a tree is uprooted, removal shall include complete removal of all above grade root mass. Depending on the uprooted tree, stump grinding may or may not be required. No above grade roots shall be left at the site once the uprooted tree is removed. The Contractor shall not be required to fill the site of uprooted trees.

**STUMP GRINDING:**

The Contractor shall grind any exposed roots that are adjacent and a part of the main stump that is to be ground. Upon conclusion of the stump grinding, all resulting holes, indentations and ruts shall be back filled with batture sand by the Contractor so that the work site conforms in elevation to the surrounding existing grade. Moreover, any wood chips, sawdust, etc. shall be removed from the work site by the Contractor immediately upon conclusion of his work and the street/sidewalk shall be broom swept clean.

The Contractor shall be responsible for having both private and public utilities located prior to performing stump grinding. Any damage resulting from stump grinding shall be the responsibility of the Contractor.

**WORK ASSIGNMENTS:**

All work orders shall be provided to the Contractor in writing. Work orders shall include the date, species, location(s), size, class, work description, the unit price per tree and total dollar amount for all work. All work orders submitted to the Contractor shall be referenced using a municipal address unless special instructions state otherwise on the work order. If the contractor is not certain which tree(s) the work order is referring to, he should contact the Director of Parkways or his representative prior to beginning any work at that address. The Contractor will not be paid for any tree the work that is not specified on the work order. Work orders will be sent via e-mail and/or hand delivered to the Contractor by a Parkways Department representative. The Contractor shall review each work order and then contact the Parkways Department with any questions prior to the start of work. Once the Contractor reviews all work orders, he shall sign and date them as acknowledgement of his receipt and understanding of the specified work.

Multiple works orders may be submitted to the Contractor at one time. If multiple work orders are provided, The Parkways Department will note the order of priority for the assigned addresses. The Contractor shall complete the work orders within a timely fashion. The allowable working days shall begin on the date that the work order is issued to the Contractor. See the below chart for expected work order completion schedules:

<u>Number of Work Orders Issues</u>	<u>Allowable Working Days</u>
1 – 5 Works Orders	3 Calendar Days
6 – 10 Work Orders	5 Calendar Days
11 – 15 Work Orders	7 Calendar Days

16 – 20 Works Orders

10 Calendar Days

Failure to complete work orders within the allowable working days may result in liquidated damages of \$250.00 per work order, per day, in which the work is not complete.

**WORKING HOURS:**

When notified by the Parkways Department, Emergency work may be performed on any day and at any time.

**PHOTOGRAPHS:**

During times of emergency, documentation of work is essential. The Contractor shall be required to take photographs of each the site for each work order. Dated photographs must be taken of the address and the tree(s) before the start of work and upon completion of the work. These photographs will be used to verify completion of work orders.

**INVOICING:**

The contractor shall only submit invoices for completed work. Invoicing for incomplete, or partially complete will not be acceptable. Invoices shall be submitted to the Department of Parkways, 1901 Ames Blvd., Marrero, LA 70072, attn. Heta Babin. If upon inspection, any property damages are discovered as a direct result of the contractor's work, all remediation shall be complete before the invoice will be processed.

**SAFETY:**

The contractor shall be responsible for ensuring that his operations are performed in a safe manner. This includes, but is not limited to, pedestrian and vehicular access, equipment operation and employee and site safety. All work shall conform to the latest guidelines of OSHA, Louisiana DOTD, Jefferson Parish and any other applicable agency.

The Contractor shall ensure that all vehicles and equipment have the company name and/or logo clearly displayed. All field employees shall wear high visibility clothing that clearly displays the company name and/or logo.

The Contractor must have a system in place to handle any public claims for damage against his work. The Contractor shall notify the Parkways Department, in writing, of any damage that occurs as a result of his tree work. Notification shall include the date, time, location, description of the damage, person(s) notified of the damage. All costs associated with repair and/or replacement shall be borne by the Contractor.

The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2 of the ANSI Standards shall apply specifically.

The Contractor shall maintain a professional work zone at all times. The use of drugs or alcohol is prohibited while working on parish property. Confrontation with citizens and/or Jefferson Parish personnel will not be tolerated. Soliciting and performing private work while working on Jefferson Parish trees is prohibited. Failure to maintain a professional work zone, or fraudulent activities, may result in the termination of the contract and possible legal ramifications.

DATE: 6/17/2020  
BID NO.: 50-00131284

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

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

BUYER: MOVALLE@jeffparish.net

**BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 7/16/2020 AND PUBLICLY OPENED THEREAFTER.**

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

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.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

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.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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. Please note that all official communication will be expressed in the form of an addendum.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**

DATE: 6/17/2020

BID NO.: 50-00131284

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All formal Addenda require written acknowledgement 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.

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. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: 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. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. 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.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part 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 any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

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 A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

DATE: 6/17/2020

BID NO.: 50-00131284

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## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

### 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 service; 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.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy 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 <http://purchasing.jeffparish.net> and clicking on Online Forms.

### ADDITIONAL REQUIREMENTS FOR THIS BID

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

**3,4,5,6,8,10,11,12,13,15,16**

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(I), 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.

**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 state 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. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
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 Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. 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, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. 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, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

📍 600 North Street, Baton Rouge, 70802 📞 (225) 765-2301 💬 Text-To-Verify: 1 (855) 999-7896 

## Louisiana State Licensing Board for Contractors

### Contractor Information

**Business Name** BAYOU TREE SERVICE, INC.  
**Mailing Address** 264 Industrial Avenue  
Jefferson, LA 70121  
**Phone Number** (504) 837-8733  
**Fax Number** (504)835-8187  
**Website** http://

### Active Licenses

**License Number** 21307  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 08/16/2018  
**Expiration** 08/15/2021  
**First Issued** 08/15/1986

### Classifications

Class	Qualifying Party	Parishes
BUSINESS AND LAW	John C. Benton	ALL
SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION	John C. Benton	ALL