

DATE: 10/26/2022
BID NO.: 50-00140251

INVITATION TO BID
THIS IS NOT AN ORDER
JEFFERSON PARISH

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

Page: 1
BUYER: DMEVANS@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 11/29/2022 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting 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

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. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

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 as amended.

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)

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 local 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.

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 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 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 as amended. 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.

3,4,5,6,8,9,10,11,12,13,15

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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, 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. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. 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. All sureties must be in original format (no copies) When 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 is 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 owed 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 to 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, and report to Owner the amount of taxes not incurred.

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.

DATE: 10/26/2022

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BID NO.: 50-00140251

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 0 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 12/29/22

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

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

N/A

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

44882

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Foret Contracting Group, LLC

ADDRESS: P.O. Box 70

CITY, STATE: Thibodaux, LA

ZIP: 70302

TELEPHONE: (985) 447-5296

FAX: (985) 449-4060

EMAIL ADDRESS: bids@foretgroup.com

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

Acknowledge Receipt of Addenda: NUMBER: None

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 56,720.00

AUTHORIZED

SIGNATURE: Ryan B Foret

Ryan B Foret

Printed Name

TITLE: Member

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.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR LANDSCAPE IRRIGATION SYSTEM MAINTENANCE FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS		
1	10.00	EA	0010 1 INCH IRRIGATION VALVE	\$ 85.00	\$ 850.00
			TWO (2) YEAR CONTRACT FOR IRRIGATION SERVICES AT VARIOUS LOCATIONS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS		
2	10.00	EA	0020 1.5 INCH IRRIGATION VALVE	\$ 150.00	\$ 1500.00
3	10.00	EA	0030 2 INCH IRRIGATION VALVE	\$ 200.00	\$ 2,000.00
4	20.00	EA	0040 12 INCH IRRIGATION POP-UP	\$ 10.00	\$ 200.00
5	20.00	EA	0050 4 INCH IRRIGATION POP-UP	\$ 3.00	\$ 60.00
6	20.00	EA	0060 IRRIGATION NOZZLE(VARIOUS PATTERNS)	\$ 2.00	\$ 40.00
7	20.00	EA	0070 IRRIGATION TURF ROTOR HEAD	\$ 30.00	\$ 600.00
8	100.00	LF	0080 IRRIGATION MAIN LINE REPAIR	\$ 50.00	\$ 5,000.00
9	100.00	LF	0090 IRRIGATION LATERAL LINE REPAIR	\$ 40.00	\$ 4,000.00
10	2.00	EA	0100 IRRIGATION 1 INCH RPA BACKFLOW PREVENTER	\$ 900.00	\$ 1800.00
11	2.00	EA	0110 IRRIGATION 2 INCH RPA BACKFLOW PREVENTER	\$ 1500.00	\$ 3000.00
12	2.00	EA	0120 CLASS II- 1 INCH RPA BACKFLOW COVER (NO BASE) GREEN	\$ 220.00	\$ 440.00
13	2.00	EA	0130 CLASS II- 1 INCH RPA BACKFLOW BASE (NO COVER) GREEN	\$ 180.00	\$ 360.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
14	2.00	EA	0140 CLASS II- 1 INCH RPA BACKFLOW COVER CONCRETE FOUNDATION	\$ 210. ⁰⁰	\$ 420. ⁰⁰
15	2.00	EA	0150 CLASS II- 2 INCH RPA BACKFLOW COVER (NO BASE) GREEN	\$ 200. ⁰⁰	\$ 400. ⁰⁰
16	2.00	EA	0160 CLASS II- 2 INCH RPA BACKFLOW BASE (NO COVER) GREEN	\$ 200. ⁰⁰	\$ 400. ⁰⁰
17	2.00	EA	0170 CLASS II- 2 INCH RPA BACKFLOW COVER CONCRETE FOUNDATION	\$ 250. ⁰⁰	\$ 500. ⁰⁰
18	5.00	EA	0180 6 INCH ROUND IRRIGATION VALVE BOX LID	\$ 7. ⁰⁰	\$ 35. ⁰⁰
19	5.00	EA	0190 10 INCH ROUND IRRIGATION VALVE BOX LID	\$ 20. ⁰⁰	\$ 100. ⁰⁰
20	5.00	EA	0200 14 INCH X 19 INCH IRRIGATION VALVE BOX LID	\$ 40. ⁰⁰	\$ 200. ⁰⁰
21	5.00	EA	0210 13 INCH X 20 INCH IRRIGATION VALVE BOX LID	\$ 40. ⁰⁰	\$ 200. ⁰⁰
22	5.00	EA	0220 13 INCH X 24 INCH IRRIGATION VALVE BOX LID	\$ 50. ⁰⁰	\$ 250. ⁰⁰
23	1.00	EA	0230 25 INCH X 19 INCH RECTANGULAR VALVE BOX LID	\$ 100. ⁰⁰	\$ 100. ⁰⁰
24	5.00	EA	0240 6 INCH ROUND IRRIGATION VALVE BOX (NO LID)	\$ 10. ⁰⁰	\$ 50. ⁰⁰
25	5.00	EA	0250 10 INCH ROUND IRRIGATION VALVE BOX (NO LID)	\$ 30. ⁰⁰	\$ 150. ⁰⁰
26	5.00	EA	0260 14 INCH X 19 INCH IRRIGATION VALVE BOX (NO LID)	\$ 60. ⁰⁰	\$ 300. ⁰⁰

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
27	5.00	EA	0270 13 INCH X 20 INCH IRRIGATION VALVE BOX (NO LID)	\$ 60.00	\$ 300.00
28	5.00	EA	0280 13 INCH X 24 INCH IRRIGATION VALVE BOX (NO LID)	\$ 150.00	\$ 750.00
29	1.00	EA	0290 25 INCH X 19 INCH RECTANGULAR VALVE BOX (NO LID)	\$ 150.00	\$ 150.00
30	20.00	HR	0300 IRRIGATION WIRE TRACKING	\$ 75.00	\$ 1500.00
31	100.00	LF	0310 WIRE REPAIR	\$ 25.00	\$ 2,500.00
32	20.00	EA	0320 WATERPROOF IRRIGATION WIRE SPLICE WITH 3M DBR/Y-6 WATERPROOF CONNEC- TERS	\$ 15.00	\$ 300.00
33	100.00	FT	0330 16 GAUGE DIRECT BURIAL IRRIGATION WIRE	\$ 1.00	\$ 100.00
34	100.00	FT	0340 14 GAUGE SOLID CORE TWISTED IRRIGATION WIRE	\$ 1.00	\$ 100.00
35	100.00	FT	0350 MULTI-STRAND IRRIGATION WIRE	\$ 1.25	\$ 125.00
36	100.00	LF	0360 IRRIGATION LINE TUNNELING (UNDER 5 FT PER)	\$ 10.00	\$ 1,000.00
37	100.00	LF	0370 IRRIGATION LINE MACHINE BORING (OVER 5 FT PER)	\$ 25.00	\$ 2,500.00
38	10.00	EA	0380 NIPPLE RISERS 1/2 INCH X 3 INCH (FOR POP-UPS)	\$ 3.00	\$ 30.00
39	10.00	EA	0390 NIPPLE RISERS 3/4 INCH X 3 INCH (FOR ROTORS)	\$ 3.00	\$ 30.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
40	10.00	EA	0400 SOLENOID - (RAIN BIRD)	\$ 25.00	\$ 250.00
41	10.00	EA	0410 SOLENOID - (HUNTER)	\$ 25.00	\$ 250.00
42	10.00	EA	0420 RAIN BIRD 1800 6 INCH EXTENSIONS RISERS	\$ 6.00	\$ 60.00
43	5.00	EA	0430 DIAPHRAM - 1 INCH VALVE (RAIN BIRD)	\$ 100.00	\$ 500.00
44	1.00	EA	0440 DIAPHRAM - 1.5 INCH VALVE (RAIN BIRD)	\$ 100.00	\$ 100.00
45	5.00	EA	0450 DIAPHRAM - 2 INCH VALVE (RAIN BIRD)	\$ 125.00	\$ 625.00
46	5.00	EA	0460 DIAPHRAM - 1 INCH VALVE (HUNTER)	\$ 100.00	\$ 500.00
47	5.00	EA	0470 DIAPHRAM - 1.5 INCH VALVE (HUNTER)	\$ 100.00	\$ 500.00
48	5.00	EA	0480 DIAPHRAM - 2 INCH VALVE (HUNTER)	\$ 125.00	\$ 625.00
49	10.00	EA	0490 HUNTER M.P. ROTOR NOZZLES (VARIOUS PATTERNS)	\$ 15.00	\$ 150.00
50	1.00	EA	0500 HUNTER XC HYBRID CONTROLLER WITH STAINLESS STEEL BOX: XCH-600-SS (6 STATION)	\$ 425.00	\$ 425.00
51	1.00	EA	0510 HUNTER XC HYBRID CONTROLLER WITH STAINLESS STEEL BOX: XCH-1200-SS (12 STATION)	\$ 500.00	\$ 500.00
52	1.00	EA	0520 HUNTER I-CORE MODULAR CONTROLLER WITH METAL CABINET (HUNTER IC-600-M)	\$ 1100.00	\$ 1100.00
53	1.00	EA	0530 HUNTER 2-WIRE DECODER CONTROLLER WITH METAL CABINET (HUNTER ACC-99D)	\$ 2400.00	\$ 2400.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
54	1.00	EA	0540 HUNTER 2-WIRE DECODER CONTROLLER WITHOUT METAL CABINET (HUNTER ACC-99D)	\$ 1800.00	\$ 1800.00
55	1.00	EA	0550 HUNTER 2-WIRE DECODER CONTROLLER MASTER MODULE (FOR HUNTER ACC-99D)	\$ 800.00	\$ 800.00
56	5.00	EA	0560 HUNTER WIRELESS SOLAR SYNC WEATHER SENSOR (HUNTER WSS-SEN)	\$ 160.00	\$ 800.00
57	5.00	EA	0570 HUNTER DECODER (ICD-100)	\$ 120.00	\$ 600.00
58	5.00	EA	0580 HUNTER DECODER (ICD-200)	\$ 200.00	\$ 1000.00
59	5.00	EA	0590 HUNTER DECODER (ICD-400)	\$ 310.00	\$ 1550.00
60	5.00	EA	0600 HUNTER DECODER (ICD-600)	\$ 350.00	\$ 1750.00
61	5.00	EA	0610 HUNTER DECODER GROUDING ROD	\$ 75.00	\$ 375.00
62	5.00	EA	0620 HUNTER NODE BATTERY TIMER(NODE-100)	\$ 150.00	\$ 750.00
63	5.00	EA	0630 HUNTER NODE BATTERY TIMER(NODE-200)	\$ 200.00	\$ 1,000.00
64	5.00	EA	0640 HUNTER NODE BATTERY TIMER(NODE-400)	\$ 225.00	\$ 1125.00
65	5.00	EA	0650 HUNTER NODE BATTERY TIMER(NODE-600)	\$ 250.00	\$ 1250.00
66	10.00	EA	0660 1 INCH HUNTER PGV DC LATCHING SOLENOID VALVE	\$ 40.00	\$ 400.00
67	10.00	EA	0670 1-1/2 INCH HUNTER PGV DC LATCHING SOLENOID VALVE	\$ 40.00	\$ 400.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
68	10.00	EA	0680 2 INCH HUNTER PGV DC LATCHING SOLENOID VALVE	\$ 40.00	\$ 400.00
69	1.00	EA	0690 1 INCH HUNTER ICV VALVE	\$ 85.00	\$ 85.00
70	1.00	EA	0700 1-1/2 INCH HUNTER ICV VALVE	\$ 85.00	\$ 85.00
71	1.00	EA	0710 2 INCH HUNTER ICV VALVE	\$ 150.00	\$ 150.00
72	1.00	EA	0720 1 INCH BRASS GATE VALVE	\$ 30.00	\$ 30.00
73	1.00	EA	0730 1-1/2 INCH BRASS GATE VALVE	\$ 60.00	\$ 60.00
74	10.00	EA	0740 2 INCH BRASS GATE VALVE	\$ 65.00	\$ 650.00
75	1.00	EA	0750 COMPLETE IRRIGATION SYSTEM LOCATION INSPECTION (UP TO FIVE (5) VALVES)	\$ 120.00	\$ 120.00
76	1.00	EA	0760 COMPLETE IRRIGATION SYSTEM LOCATION INSPECTION (UP TO TEN (10) VALVES)	\$ 140.00	\$ 140.00
77	1.00	EA	0770 COMPLETE IRRIGATION SYSTEM LOCATION INSPECTION (UP TO TWENTY (20) VALVES)	\$ 240.00	\$ 240.00
78	1.00	EA	0780 COMPLETE IRRIGATION SYSTEM LOCATION INSPECTION (OVER TWENTY (20) VALVES)	\$ 400.00	\$ 400.00
79	1.00	EA	0790 INCIDENTAL ADJUSTMENT LOCATION WITH ONE (1) CONTROLLER, BACKFLOW PREVENTER AND/OR METER	\$ 60.00	\$ 60.00
80	1.00	EA	0800 INCIDENTAL ADJUSTMENT LOCATION WITH UP TO FIVE (5) CONTROLLERS, BACKFLOW PREVENTERS AND/OR METERS	\$ 150.00	\$ 150.00

DATE: 10/26/2022

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140251

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
81	1.00	EA	0810 INCIDENTAL ADJUSTMENT LOCATION WITH OVER FIVE (5) CONTROLLERS, BACKFLOW PREVENTERS AND/OR METERS	\$ <u>223.40</u>	\$ <u>223.40</u>
82	1.00	EA	0820 DIRECTOR APPROVED INCIDENTAL UP TO \$5,000.00	\$ _____	\$ _____

LANDSCAPE IRRIGATION SYSTEM MAINTENANCE WORK
FOR THE JEFFERSON PARISH
DEPARTMENT OF PUBLIC WORKS - PARKWAYS

The Jefferson Parish Department of Public Works – Parkways (Parkways Department) is soliciting qualified Contractors for a two (2) year contract for landscape irrigation system maintenance work to be performed throughout unincorporated Jefferson Parish.

BID BOND:

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

PERFORMANCE BOND:

A performance bond in the amount of 100% of the contract is required at the signing of the formal contract.

PAYMENT BOND:

A payment bond in the amount of 100% of the contract is required at the signing of the formal contract.

LIQUIDATED DAMAGES:

The Parkways Department shall have the ability to charge the Contractor for Liquidated Damages for unsatisfactory work. Liquidated Damages may be assessed as outlined below:

Unapproved Schedule Changes

Scheduling of work is an important part of this contract. Liquidated Damages of two hundred fifty dollars (\$250.00) per calendar day may be assessed for any unapproved schedule delays and/or missed assignments. Agreed upon weather delays shall not warrant Liquidated Damages.

Incomplete Work

Once an invoice for a completed work order is received, the Parkways Department will inspect the site to ensure the work was completed as specified. Unsatisfactory work shall be immediately addressed by the Contractor (within 24 hours of notice). Incomplete work will result in the assessment of Liquidated Damages in the amount of fifty dollars (\$50.00) per site.

The Parkways Department will notify the Contractor of any Liquidated damages in writing. Assessed Liquidated Damages shall be deducted from the corresponding invoice.

LICENSE REQUIREMENTS:

The Contractor must be licensed and bonded through the Louisiana Department of Agriculture & Forestry by the Louisiana Horticulture Commission, as an Irrigation Contractor, under applicable state law; Section 3808 of the Horticulture Commission Law and shall possess a current Louisiana State Contractor's license in the category SPECIALTY: LANDSCAPE, GRADING AND BEAUTIFICATION. Bidders shall be licensed per LSA-R.S. 37:2150-2163 and shall furnish copies of the front and back of each required license and certification. Failure to submit these copies will deem the bid non-responsive.

For any water supply connections, and/or backflow preventer installation and/or repair, the Contractor, or his subcontractor, must hold a water supply protection specialist endorsement from the State Plumbing Board.

However, in the event that the Contractor does not hold a water supply protection endorsement from the State Plumbing Board, a subcontractor(s) shall be permitted for water supply connection and/or backflow preventer installation and/or repair work.

WORK LOCATIONS:

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. A list of common irrigation system locations is as follows:

East Bank

West Esplanade Avenue – u-turn islands from Power Boulevard to Orpheum Avenue

West Napoleon Avenue – u-turn islands from Michigan Avenue to Kent Avenue

Focis Street – right-of-way from Canal Street to Old Metairie Village Shopping Center

17th Street – rights-of-way from Severn Avenue to N. Arnoult Road

18th Street – rights-of-way from Severn Avenue to N. Arnoult Road

19th Street – rights-of-way from Severn Avenue to N. Arnoult Road

Severn Avenue – center median from Veterans Boulevard to W. Esplanade Avenue

West Bank

Manhattan Boulevard – center median from Lapalco Boulevard to 12th Street

Lapalco Bridge (Lapalco Boulevard) – Northwest side of Lapalco Bridge to Destrehan Avenue

Lapalco Boulevard – center median near the Westwood Drive intersection

Terry Parkway – center median from Carol Sue to Laurel Avenue

Carol Sue Avenue – sign near Whitney Avenue intersection

Stumpf Boulevard – sign near Whitney Avenue intersection

Park Place Drive – sign near Fairfax Drive intersection

Wall Boulevard – sign near Willowbrook Drive intersection

Wall Boulevard – sign near Cameron Drive intersection

Wall Boulevard – sign near Lapalco Boulevard (south side)

Wall Boulevard – sign near Fairfield Avenue intersection

MINIMUM EQUIPMENT:

The Contractor shall determine the type, and volume, of equipment and labor required to perform the work. Unit pricing shall include all equipment, operators, fuel, maintenance, insurance and transportation. All equipment shall be in a good state of operation and shall be maintained to work and perform the tasks it was designed for in an expedient time frame. Continual breakdowns, repair or work stoppage due to equipment failure will not be permitted. Any damage that occurs to the Site related to the use of equipment shall be immediately repaired at the Contractor's expense. Upon request by the Parkways Department, the Contractor shall furnish information on his equipment such as make, model and year of manufacturer.

SUBCONTRACTORS:

All irrigation maintenance work shall be performed by the Contractor. However, in the event that the Contractor does not hold a water supply protection endorsement from the State Plumbing Board, a subcontractor(s) shall be permitted for water supply connection and/or backflow preventer installation and/or repair work (see LICENSE REQUIREMENTS).

WORK PERIODS:

No work shall be done between 6:00 p.m. and 7:00 a.m., or on Saturdays, Sundays, or legal holidays without permission from Jefferson Parish. However, emergency work may be done without prior permission. In the event that the Contractor wishes to work weekends, holidays or outside the allowed times of the local governing bodies, he must secure permission from the Parkways Department and provide at least 72 hours notification of his intentions. The Contractor must also be aware of any local event that may affect his maintenance operations.

UTILITY SERVICE INTERRUPT:

In the event of interruption of public or private utility service or general damage to public or private properties as a result of accidental breakage or any other actions by the Contractor, he shall immediately notify the proper authority and/or property owner and shall fully cooperate with said authority or owner until the service is restored to its previous capacity. All costs associated with the notification and repair shall be paid for by the Contractor.

ONGOING CONTRACTS:

It is possible that other Contractors may be working within close proximity of the locations of work. The Contractor shall coordinate his work with any other Contractors working in or around the locations. Should a conflict occur, a Parish representative will make all final decisions.

NUISANCE CONTROL:

The Contractor shall include in his bid the control of dust, noise and odors created by his operations. All controls shall be completed in order that nuisances are minimized and occur within the standards of all governing bodies.

TRANSFERRING CONTRACTS:

Transfer of this contract shall not be allowed under any circumstances unless an amendment is passed by the Jefferson Parish council.

SAFETY PRECAUTIONS:

The Contractor shall strictly follow approved and normal safety practices during all operations. The Contractor shall follow the guidelines as noted in the OSHA requirements.

TRAFFIC CONTROL AND SIGNS:

The Contractor shall provide all necessary barricades, signs, lights and warning devices or any other item necessary in order to properly move traffic around or through his operations. Set up, removal and maintenance of all traffic control equipment shall be by the Contractor. Slow moving vehicle signs and flashing lights shall be installed on all moving equipment that will use the public rights-of-way for movement of equipment. In the event that a lane of traffic will need to be closed, the Contractor shall provide sufficient notification to the Jefferson Parish Traffic Engineer of necessity to close any portion of the roadway carrying vehicles or pedestrians. The Contractor will request final approval of such closings from the Department of Public Works, Traffic Engineering Division, at least ten (10) working days in advance.

The Contractor shall be responsible for providing safe and expedient movement of traffic through the work Sites. The Contractor must have in place prior to work, a method of recording, responding and repairing legitimately damaged property experienced due to the work being performed.

The Louisiana State Manual for Uniform Traffic Control shall be strictly enforced.

GENERAL SPECIFICATIONS:

The contractor shall submit unit prices for typical irrigation components to be repaired and/or for installation. All bid items shall have a turnkey price that includes material, labor, tools and incidentals.

This is an as-needed contract and there is no minimum or maximum quantity of guaranteed work associated with the contract.

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

Irrigation repair and maintenance work shall occur on an as-needed basis on various automated irrigation systems located throughout Jefferson Parish. The majority of these systems are located within the public

right-of-way. The Contractor is encouraged to become familiar with the locations of these systems and assess his approach for site access, traffic control, worker safety and anticipated common repair issues. A list of probable locations is included with these specifications.

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

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 must provide a minimum of 72 hours' notice to the Parkways Department prior to blocking any lanes and/or sidewalks along commercial corridors.

Any trash or debris generated by irrigation work shall be removed from the site by the Contractor the same day that it was generated. There shall be no trash or debris left at a site unless the Contractor is present and working.

The Contractor shall not leave a site with any open holes or trenches. When working, the site must be secure before the Contractor can leave.

Whenever possible, the Contractor shall make repairs utilizing the same equipment already associated with each system. This shall include, but not be limited to, valves, controllers, backflow preventers and irrigation heads and nozzles. In the event that a product is no longer available, the Parkways Department shall approve any as-equal replacement parts prior to installation.

INSPECTIONS AND REPAIR:

Deficiencies in the irrigation system(s) shall be detected by the Parkways Department. When a system(s) is not operational, a representative from the Parkways Department will notify the Contractor of the anticipated issue and the location of the problem. It is likely that the description of the deficiency will not be fully investigated by the Parkways Department. An explanation of the problem from the Parkways Department may be described as 'a leak has been detected', 'the system is not coming on', 'a valve is stuck', 'a head appears to be broken', or similar. In the event of a leak, it is likely that a Parkways Department representative will turn off the irrigation system at the backflow preventer(s) and the controller. It will then be the responsibility of the Contractor to investigate the location and provide the Parkways Department with a written proposal for the work required to make the repair.

While investigating the site(s), the Contractor will have the ability to make minor repairs to save time and limit the number of site visits to correct the problem. Minor repairs shall include, but not be limited to, head replacement, main or lateral line leak repairs or nozzle adjustment. In order to receive on-site approval to make minor repairs, the Contractor shall call the Parkways Department representative to explain the issue(s) and provide a solution for repair based on the incidental bid item pricing sheet. If the representative from the Parkways Department agrees with the Contractor's proposal, he shall verbally approve the work and send the Contractor an e-mail approving the work. In the event that the repair cannot be made at the time of the site inspection, or if the proposal is not agreeable with the Parkways Department representative, then the Contractor must provide a written proposal for approval and perform the work at a later date.

When making any irrigation repair, the Contractor shall be required to test the each repaired irrigation zone to ensure no additional issues are present. If any other problems such as leaks or malfunctioning equipment, they should be brought to the attention of the Parkways Department representative.

All repairs shall be made in a timely fashion. The Contractor shall propose a work schedule for each repair. Once the schedule is agreed upon by the Contractor and the Parkways Department, that schedule shall be adhered to (weather permitting). Failure to complete work in accordance with the approved schedule may result in liquidated damages (see LIQUIDATED DAMAGES).

INCIDENTAL BID ITEMS:

This contract contains a list of common incidental repair items that could be used during this contract. The Contractor shall provide a unit price for turnkey installation of each bid item. There is no guaranteed minimum or maximum quantity of any bid item to be used on this contract. When available, replacement parts shall match the existing component by manufacturer and/or product number. In the event that an 'as-equal' component is needed, the Contractor shall receive written approval from the Parkways Department prior to installation.

Line items for incidental complete irrigation system inspections are included with this contract. Incidental complete irrigation system inspections shall be as-needed inspections as directed by the Parkways Department. The Contractor shall include a report with each inspection that documents the current state of the system and lists any needed repairs. A complete irrigation system inspection shall include, but not be limited to, inspection of the meter, backflow preventer and controller. The inspection shall also consist of running each zone and monitoring the output of each irrigation head. The inspection shall include minor adjustment of nozzle aiming to ensure spray patterns are providing complete coverage and are not spraying onto the roadway, sidewalk or other areas not intended to receive irrigation. The inspection shall include an inventory of all valve boxes and lids. Pricing for each inspection shall relate to the number of valves of the system at a particular site location (see LOCATIONS).

- Complete irrigation system location inspection up to five (5) valves
- Complete irrigation system location inspection up to ten (10) valves
- Complete irrigation system location inspection up to twenty (20) valves
- Complete irrigation system location inspection over twenty (20) valves

Note: Valve counts shall include master valves, where applicable.

Line items for incidental adjustments (controller, backflow preventer and/or water meter) are included with this contract. Incidental adjustments shall be as-needed system adjustments as directed by the Parkways Department. Adjustments may include controller time(s) programming, turning on/off the backflow preventer and/or turning on/off the water meter. Pricing for each adjustment shall include a site visit to each specified location and performing any (or all) of the previously mentioned tasks. Pricing shall be provided based on site locations (see LOCATIONS).

- Incidental adjustment location with one (1) controller, backflow preventer and/or meter.
- Incidental adjustment location with up to five (5) controllers, backflow preventers and/or meters.
- Incidental adjustment location with over five (5) controllers, backflow preventers and/or meters.

MAINTENANCE REPORTS:

Any time a repair is made, the Contractor shall be required to submit a maintenance report outlining the repairs. The report shall include the following minimum information: date, site location, technician(s), description of the repair and any parts that are replaced. When listing any replacement parts, a manufacturer and model number shall be included. A completed maintenance report shall be included with the invoice for the work. Failure to provide a maintenance report will delay payment of the invoice.

WARRANTIES:

It is possible that some existing irrigation components associated with this contract are still covered under the original manufacturer's warranty. In the event of any required warranty work for existing irrigation components, it will be the Contractor's responsibility to acquire the warranted replacement part(s), but all associated labor and installation costs will be paid by the Parkways Department. The Contractor shall provide a proposal for his labor and installation costs for approval by the Parkways Department when warranty work is required.

All replacement parts shall carry a manufacturer's warranty. If any replacement part installed by the Contractor malfunctions under the stipulations of the manufacturer's warranty, it shall be the responsibility of the Contractor to cover all associated cost with repair and or replacement.

While manufacturer's warranties will vary, the Contractor's associated labor for any installed irrigation part shall be warranted for a minimum of six (6) months from the installation date, or until the end of the contract. The Contractor shall not be held responsible for any damage outside of his control.

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 Louisiana

PARISH/COUNTY OF La Fourche

BEFORE ME, the undersigned authority, personally came and appeared: Ryan A
Foret, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized member of Foret Contracting Group^{LLC} (Entity),
the party who submitted a bid in response to Bid Number 50-0014025 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

Ryan A Foret
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 15th DAY OF November, 2022.


Notary Public

Eugene N. Roth
Printed Name of Notary Notary #008409

Notary/Bar Roll Number

My commission expires lifetime
commission

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.

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.

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:

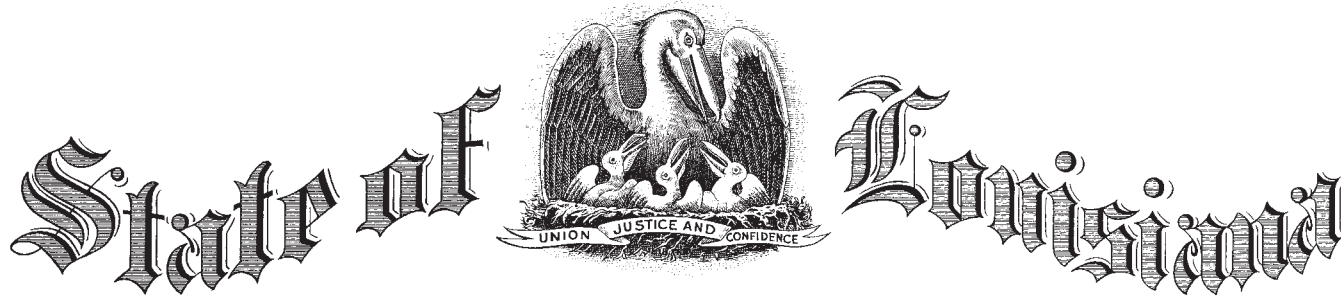
The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **BUILDER'S RISK INSURANCE**

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



State Licensing Board for Contractors

This is to Certify that:

FORET CONTRACTING GROUP, LLC
P.O. Box 70
Thibodaux, LA 70302

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (STATEWIDE); HEAVY CONSTRUCTION; HIGHWAY,
STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY:
LANDSCAPING, GRADING AND BEAUTIFICATION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 10th day of February 2022

WLB M...

Director

See Mallett

Chairman

Andy...

Treasurer

Expiration Date: February 9, 2023

License No: 44882

This License Is Not Transferrable



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

HORTICULTURE REGISTRATION

RYAN BROOKS FORET

Date: 01/13/2022

LICENSE(S): ARBORIST

LDAF ID: 51176

22-1011

IRRIGATION CONTRACTOR

22-0025

CEU Expiration Date

Nov 4 2024

LANDSCAPE HORTICULTURIST

22-3414

MY DEB

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

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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) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2022 through 01/31/2023 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

22-1011

IRRIGATION CONTRACTOR

22-0025

CEU Expiration Date

Nov 4 2024

LANDSCAPE HORTICULTURIST

22-3414

RYAN BROOKS FORET

PO BOX 70

THIBODAUX LA 70302

Mike Strain

Commissioner

DISPLAY IN A PROMINENT PLACE

LDAF ID: 51176

STATE OF LOUISIANA
PARISH OF LAFOURCHE

**AMENDMENT TO THE
ARTICLES OF ORGANIZATION OF
FORET LAND AND TREE COMPANY, LLC
A LIMITED LIABILITY COMPANY**

BE IT KNOWN that on the 21st day of July, 2011, before me, a Notary Public duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

BENTON FORET (SSN: ___-__-8109), who is of the full age of majority, who is domiciled in Lafourche Parish, whose address is 1048 Canal Boulevard, Thibodaux, Louisiana 70301, AND

RYAN FORET (SSN: ___-__-2587), who is of the full age of majority, who is domiciled in Lafourche Parish, whose address is 1048 Canal Boulevard, Thibodaux, Louisiana 70301;

who after being duly sworn, did depose and say:

1. The Articles of Organization were filed and recorded with the Secretary of State on March 19, 2003.
2. Appearers are executing this Amendment to formally change the name of the limited liability company from Foret Land and Tree Company, L L C to **Foret Contracting Group, LLC**.
3. Appearers swear that Appearers are the only members of this limited liability company.
4. **THEREFORE**, Article I of the Articles of Organization is hereby amended to read:

The name of this Limited Liability Company is: **Foret Contracting Group, LLC**.

5. The remaining Articles shall remain the same.

THUS DONE AND SIGNED on the day and date set forth above at the City of Thibodaux,
Parish of Lafourche, State of Louisiana, the parties hereto having affixed their signatures, together
with me, Notary, after due reading of the whole.

WITNESSES:

FORET LAND AND TREE COMPANY,
L L C , now FORET CONTRACTING
GROUP, LLC

Brigitte A. Ledet
Brigitte A. Ledet

Benton A. Foret
By: Benton Foret, its Member

Wendy Freeman
Wendy Freeman

Ryan Foret
By: Ryan Foret, its Member

Cassie R. Braud
WOODY FALGOUST, NOTARY PUBLIC (#23726)
CASSIE R. BRAUD, NOTARY PUBLIC (#85099)



ARTICLES OF ORGANIZATION
OF
FORET LAND AND TREE COMPANY, LLC

The undersigned, acting pursuant to the Limited Liability Company Law of Louisiana, adopts the following Organization.

ARTICLE I

NAME

The name of this Limited Liability Company is: Foret Land and Tree Company, LLC

ARTICLE II

PURPOSE

The purpose of the LLC is to engage in any lawful activity for which limited liability companies may be formed under the Limited Liability Company Law of Louisiana.

ARTICLE III

MANAGEMENT

The LLC shall be managed exclusively by managers consisting of its Board of Managers, and only the Board of Managers, or a person named specifically in a resolution of the Board of Managers that grants to such person the authority to act with respect to a particular matter, has the authority to act on behalf of the LLC, including any acts with respect to the alienation, lease or encumbrance of its immovables. The Board of Managers shall be constituted and elected, and shall act in the manner set forth in the LLC's written operating agreement.

ARTICLES IV

TERM

The LLC shall have perpetual existence provided that the LLC shall be dissolved following the death, interdiction, withdrawal, expulsion, bankruptcy or dissolution of a member, upon the majority vote of the members or the occurrence of any other event that terminates the continued membership of a member unless within 90 days after the occurrence of the event, the LLC is continued by the unanimous consent of its remaining members.

ARTICLES V

MEMBERSHIP INTEREST

Membership interest in the LLC shall be represented by units. The LLC is authorized to issue 100 units. The Units shall be represented by certificates in such form as set forth in the LLC's written operating agreement. Except as set forth in the Operating Agreement, each unit shall be in all respects equal to every other unit.

Each outstanding Unit shall confer to the holder thereof identical rights to distributions and proceeds of liquidation. Distributions from the LLC shall be as determined by the Board of Managers and shall be identical with respect to each outstanding Unit. A member shall have the foregoing rights to distributions and to liquidation proceeds only to the extent of the outstanding Units held by such member and shall have no other right to distributions from the LLC.

Each Unit shall be entitled to one vote on all matters for which members are entitled to vote.

Except as provided in the LLC's written operating agreement, the Units shall not be freely transferable. The transferee of a Unit shall succeed to all rights and interest attendant to such Unit, including all voting rights and all rights to distributions and proceeds of liquidation. The transferee of a Unit shall become a substituted member in the LLC with respect to the Units transferred and the transferor shall cease to be a member with respect to the Units transferred.

IN WITNESS WHEREOF, the undersigned Organizers have duly executed these Articles of Organization as of the 3rd day of March, 2003.

WITNESS

Walter Nagin, Jr.

Cathy Benoit

Ryan B. Foret
Ryan Foret

Benton A. Foret
Benton Foret

DOMESTIC LIMITED LIABILITY COMPANY

INITIAL REPORT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

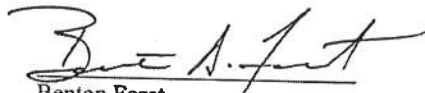
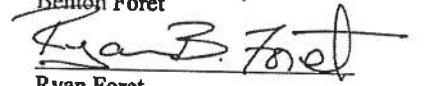
To: The Secretary of State
Baton Rouge, Louisiana

Complying with R.S. 12:1305, Foret Land and Tree Company, LLC, hereby makes its initial report as follows:

1. The name of the limited liability company is Foret Land and Tree Company, LLC.
2. The location and municipal address of this limited liability company's registered office:
315 Ashland Drive
Thibodaux, Louisiana 70301
3. The full name and municipal address of this limited liability company's registered agent:
Benton Foret
315 Ashland Drive
Thibodaux, Louisiana 70301
4. The names and municipal addresses of the first managers of this limited liability company are:

Benton Foret 315 Ashland Drive Thibodaux, Louisiana 70301	Ryan Foret 526 Narrow Thibodaux, Louisiana 70301
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IN WITNESS WHEREOF, the undersigned has duly executed this Initial Report on this
3rd day of MARCH, 2003.


Benton Foret

Ryan Foret

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, personally appeared Benton Foret and Ryan Foret, who acknowledged that they signed the foregoing Articles of Organization and Initial Report Foret Land and Tree Company, LLC and they signed such instruments as their own free act and deed for the purposes stated therein.

IN WITNESS THEREOF, appearers, witnesses and I, Notary, have affixed our signatures on this 3rd day of MARCH, 2003.

WITNESSES:

Walter Nagin

Benton Foret
Benton Foret
Ryan B Foret
Ryan Foret

Brad K. Nagin
NOTARY

OPERATING AGREEMENT

FORET LAND AND TREE COMPANY, LLC

Effective February 17, 2003

ARTICLE I

OFFICES

Principal Office. The Principal office of the company in the State of Louisiana shall be located at 315 Ashland , Thibodaux, Louisiana, 70301. The company may have such other offices, either within or without the State of Louisiana as the Members may designate or as the business of the Company may from time to time require.

Registered Office. The Registered office of the Company, required by the Louisiana Limited Liability Company Act to be maintained in the State of Louisiana, may, but need not, be identical with the Principal Office in the State of Louisiana. The address of the initial registered office of the company is 315 Ashland , Thibodaux, Louisiana, 70301, and the initial registered agent is Benton Foret. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Louisiana Secretary of State.

ARTICLE II

MEETINGS

Annual Meeting. The annual meeting of the Members shall be held the first Monday in the month of March, in each year, beginning with the year 2003 at the hour of 10:00 o'clock a.m., for the purpose of electing an Operating manager and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

Regular Meetings. The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Operating Manager in the notice of each such regular meeting.

Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Operating Manager or by any two Members.

Quorum. At any meeting of the Members, a majority of the unit interests, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members.

Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Operating Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

Manner of Acting.

Formal Action by Members. The act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members with respect to ordinary matters. Other than as specifically provided for in the Articles of Organization, as required by other provisions of this Operating Agreement, or upon the demand of any Member, voting on any particular issue may be in accordance with percentage of equity ownership in the Company.

The Management of the Company. The parties agree that the business of the Company shall be managed by or under the authority of one or more managers with such authority and restrictions on authority as shall be contained herein, such manager(s) to be selected by a majority of the members of the LLC representing not less than fifty (50%) percent of the equity ownership of the LLC.

Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

Article III.

Fiscal Matters

Fiscal Year. The fiscal year of the Limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

Deposits. All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the Members may select.

Checks, Drafts Etc. All check, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Operating Manager or his designee. The Members may at any time by a vote of the Members holding a majority of the equity interest of the Company require that such checks, drafts, etc., be co-signed by one or more persons to be designated by such Members.

Loans. No Loans shall be contracted on behalf of the Limited Liability Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

Contracts. The Members may authorize any Member or agent of the Company, in addition to the Operating Manager or his designee, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

ARTICLE IV

MEMBERSHIP INTEREST; CERTIFICATES AND THEIR TRANSFER

Names, Addresses, Initial, Capital contributions and Percentage Interest of

Members. The Members, their respective addresses and their respective percentage Interest in the company are set forth in Exhibit A hereto.

Form of Contribution.

(a) Each Member's initial Capital Contribution shall be in such amounts and may be in any type of property, cash or services as may be agreed upon by all of the Members by amendment of this Agreement.

Certificates. Membership Certificates representing unit interest in the Company shall be in such form as shall be determined by the Members. Such Membership Certificates shall be signed by the Operating Manager and by the Secretary. All Membership Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Membership Certificates are issued, with the Capital Contribution and the date of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the company as the Members may prescribe.

Any and all issued Membership Certificates shall be clearly marked as follows: "Any and all Transfers of Shares in this L.L.C. are governed by the provisions of the operating agreement of this L.L.C."

Transfers of Shares. Any Member proposing a transfer or assignment of his Membership Certificate shall first notify the company, in writing, of all the details and consideration for the proposed transfer or assignment. The Company, for the benefit of the remaining Members, shall have thirty days from the date of receipt of such notification to exercise the first right to purchase the equity under the same terms and conditions by cancellation of the Certificate as provided for in the Louisiana Limited Liability Company Act for Members who are deceased, retired, resigned, expelled, or dissolved.

If the company declines to purchase such interest, the remaining Members desiring to participate shall have thirty (30) days after the date of such decline on the part of the Company to proportionately (or in such proportions as the remaining Members may agree) purchase such interest under the terms and conditions first proposed by the withdrawing Member.

ARTICLE V

BOOKS AND RECORDS

Books and Records. The books and records of the Company shall be kept at the principal office of the company or at such other places, within or without the State of Louisiana, as the Members shall from time to time determine.

ARTICLE VI.

DISTRIBUTION OF PROFITS

The Members may from time to time, by affirmative vote of Members representing not less than a majority or equity interest in the Company, declare, and the company may distribute accumulated profits agreed not necessary for the cash needs of the company's business or which are not contrary to loan covenants of the Company. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

ARTICLE VII.

OFFICERS

Operating Manager. The Operating Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. The Operating Manager shall have the authority to operate the LLC in all matters in the normal course of business, to contract on behalf of the LLC. The Operating Manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by Statute to some other Officer or Agent of the Company; and, in general, he shall perform all duties as may be prescribed by the Board from time to time. In addition to the foregoing, the specific authority and responsibility of the Operating Manager shall include the following:

a) The Operating Manager of the Company shall preside at meetings of the Members, may move or second any item of business but, unless said Operating Manager is also a Member, shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

b) The Operating Manager shall effectuate this Operating Agreement and the Regulations and decisions of the Members.

c) The Operating Manager shall direct and supervise the operations of the Company.

d) The Operating Manager, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.

e) The Operating Manager, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

f) The Operating Manager shall keep the Members advised in all matters pertaining to the operating of the Company, services rendered, operating income and expenses, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

Other Officers. The Company may, at the discretion of the Members, have additional Officers including, without limitation, one or more Vice-Operating Managers, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices, except one person may not hold both the office of Operating Manager and the Office of Secretary. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

Election and Tenure. The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.

Resignations and Removal. Any Officer may resign at any time by giving written notice to the Operating Manager or to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time by the Members with or without cause.

Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members.

Salaries. The salaries of the Operating Manager shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company. The Operating Manager will fix all other salaries within the Company.

ARTICLE VIII

MISCELLANEOUS

Notice. Any notice required or permitted to be given pursuant to the provisions of the Statute, the Articles of Organization of the Limited Liability Company or this Operating Agreement shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

Indemnification by Company. The Limited Liability Company shall defend and indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless the Members determine that he failed to act in good faith and in a manner he reasonably believed to

be in or not opposed to the best interest of the Limited Liability company, and, unless with respect to any criminal action or proceeding, has reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonable believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Reimbursement of Officers and Members. Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

ARTICLE IX.

AMENDMENTS

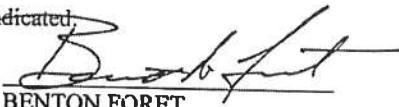
Amendments. This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by three-fourths action of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement or repeal.

CERTIFICATION

THE UNDERSIGNED, being all of the Members of FORET LAND & TREE COMPANY, LLC a Louisiana Limited Liability Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

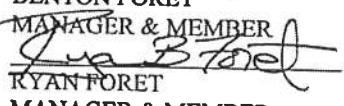
EXECUTED by each Member on the date indicated.

DATE: March 3, 2003


BENTON FORET

MANAGER & MEMBER

DATE: March 3, 2003


RYAN FORET

MANAGER & MEMBER

EXHIBIT "A"

Names, Addresses, and Percent Interest of Members

MEMBERS NAMES & ADDRESSES

PERCENT INTEREST

(1)	Benton Foret	50%
(2)	Ryan Foret	50%

AGENTS AFFIDAVIT AND ACKNOWLEDGMENT OF ACCEPTANCE

I, Benton Foret, acknowledge and accept the appointment of registered agent. Sworn to and subscribed before me, this 3rd day of MARCH, 2003 for and on behalf of the above named limited liability company.


REGISTERED AGENT


NOTARY PUBLIC