

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish
Attn.: Purchasing Department
200 Derbigny St., Suite 4400
Gretna, LA 70053

BID FOR: W. Esplanade Beautification Project
District 5
JPPW Project No. 2015-006-RB
50-112611

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Linfield, Hunter & Junius, Inc. and dated: December 22, 2014.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum #1 4/20/15

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Two hundred Sixty Thousand Four hundred Sixty Dollars (\$ 260,460.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 for the lump sum of:

N/A Dollars (\$)

Alternate No. 2 for the lump sum of:

N/A Dollars (\$)

Alternate No. 3 for lump sum of:

N/A Dollars (\$)

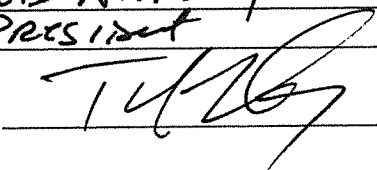
NAME OF BIDDER: Anthony's Landscaping

ADDRESS OF BIDDER: 300 LA A Road
Metairie, LA 70001

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 2893310

NAME OF AUTHORIZED SIGNATORY OF BIDDER: TED Anthony

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: PRESIDENT

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 4/23/15

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Jefferson Parish
Attn.: Purchasing Department
200 Derbigny St., Suite 4400
Gretna, LA 70053

BID FOR: W. Esplanade Beautification Project
District 5
JPPW Project No. 2015-006-RB
50-112611

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	LUMP SUM	31,000	31,000

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# TEMPORARY SIGNS AND BARRICADES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	1	LUMP SUM	9,000	9,000

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# CLEARING AND GRUBBING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	1	LUMP SUM	38,000	38,000

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# 4" BORE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	150	LINEAR FOOT	28	4,200

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# 2" BORE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	40	LINEAR FOOT	22	880

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# IRRIGATION ZONE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	18	EACH	1700	30,600

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# BATTURE SAND BERM MATERIAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	600	CUBIC YARD	25	15,000

DESCRIPTION:	◆ Base Bid or <input type="checkbox"/> Alt.# 419 BERMUDA SOD			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	9,100	SQUARE YARD	4	36,400

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

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UNIT PRICE FORM

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BID FOR: W. Esplanade Beautification Project
District 5
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UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	◆ Base Bid or □ Alt.# SABAL PALM			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	9	EACH	345	3,105

DESCRIPTION:	◆ Base Bid or □ Alt.# TUSKEGEE CRAPE MYRTLE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	67	EACH	525	35,175

DESCRIPTION:	◆ Base Bid or □ Alt.# LITTLE GEM MAGNOLIA			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	10	EACH	410	4,100

DESCRIPTION:	◆ Base Bid or □ Alt.# BALED PINE STRAW MULCH			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	1	LUMP SUM	4,500	4,500

DESCRIPTION:	◆ Base Bid or □ Alt.# LANDSCAPE WALL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	180	LINEAR FOOT	145	26,100

DESCRIPTION:	◆ Base Bid or □ Alt.# WALL COLUMN			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	8	EACH	1,600	12,800

DESCRIPTION:	◆ Base Bid or □ Alt.# 3,000 PSI CONCRETE SIGN/SCULPTURE FOOTER			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	8	CUBIC YARD	1,200	9,600

DESCRIPTION:	◆ Base Bid or □ Alt.# NOT USED			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16				

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

Vendors may submit electronic bids with no fee for submission by using Central Auction House. Vendors may visit www.purchasing.jeffparish.net for further information and for link to Central Auction House or visit them directly at www.jeffparishbids.net. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards.

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, a section on the bid form where the unit price utilized in the bid shall be set forth; however, unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid or alternates. Other documentation required shall be furnished by the low bidder within ten calendar days after the bid opening. Such documentation shall be supplied as originals (no copies).

All such required information or documentation not provided with the bid must be provided by the low bidder within 10 calendar days after the bid opening (originals only, no copies). Failure to provide said information and documentation within 10 calendar days after bid opening shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the Public Works Bid Affidavit, current W-9 Form and Tax Identification number (if currently not registered as a Parish vendor), and proof of insurance. However, the payment and performance bonds must be supplied by the successful bidder upon contract signing.

Contractor's Louisiana License shall be in the following category: **Building Construction**.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is the Public Works affidavit which must be provided by the low bidder as an original (not copy) within 10 calendar days after bid opening. This affidavit must be completed, signed and notarized. Failure to do so will cause bid to be rejected.

Low Bidder will execute the formal agreement and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the Owner in the event the successful bidder fails or refuses to execute the Contract or fails to produce performance and payment bonds upon contract signing. 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.

Further, upon receiving a notice to proceed, the Bidder agrees that all work shall be completed as follows: The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within 10 days from the date of Notice to Proceed.

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of THREE HUNDRED (\$300.00) as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in Resolutions 113646 and 113647. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

- (1) Extended architectural and/or engineering fees \$792.00/DAY;
- (2) Extended Resident Project Representative fees \$560.00/DAY;
- (3) Extended construction management fees \$960.00/DAY;
- (4) Extended Owner's overhead and personnel expenses \$792.00/DAY; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

In addition to liquidated damages, in accordance with Section 6.02, "Labor; Working Hours," whenever Contractor's work requires inspections in excess of the budgeted amount for inspection, Contractor shall reimburse Owner for the additional costs incurred by the Owner with respect to inspection of the contracted project provided the additional costs for inspections are above the budgeted amount for the contracted project.

For this project, the Project Representative Services, in accordance with the terms of the Engineer's agreement with the Owner, provides that the average hourly rate to be charged for resident inspection for this construction project is \$52.00 and the reasonable budget for such inspections is \$520.00 (the overtime rates shall be \$62.40 per hour). The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with LSA R.S. 38:2216(L)(2).

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 this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

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

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

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

Tes Anthony, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President of Anthony's Landscape (Entity), the party who submitted a bid in response to Bid Number SO-0112611, 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.

Affiant further said:

Debt Disclosures

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

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

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

Affiant further said:

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

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

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

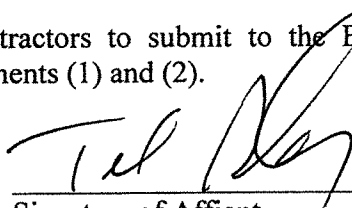
A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

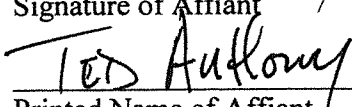
- | | |
|--|---|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67, 16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S. 14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Affiant further said:

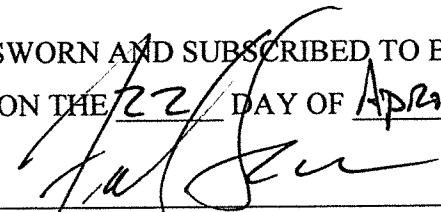
- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



 Signature of Affiant


 Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
 ON THE 22 DAY OF April, 2015.



 Notary Public

FRANK SWARR

 Printed Name of Notary

23322

 Notary/Bar Roll Number

My commission expires FOR LIFE

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Anthony's Landscaping
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Anthony's Landscaping
INCORPORATED, DULY NOTICED AND HELD ON 9/22/15,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

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

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

TED
SECRETARY-TREASURER

9/22/15
DATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

_____ as PRINCIPAL and

_____ as SURETY, are held and firmly bound unto the Parish of Jefferson, hereinafter called the "OWNER", in the penal sum of:

_____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated _____, 201__, for

WEST ESPLANADE BEAUTIFICATION PROJECT
DISTRICT 5
PUBLIC WORKS PROJECT NO. 2015-006-RB

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefor or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND (CONTINUED)

In presence of:

(Individual Principal)

(Business Address, including Zip Code)

(Partnership)

(SEAL)

(Business Address, including Zip Code)

ATTEST:

BY: _____

(Corporate Principal)

(Business Address, including Zip Code)

ATTEST:

BY: _____

AFFIX CORPORATE SEAL

(Corporate Surety)

(Business Address, including Zip Code)

BY: _____

AFFIX CORPORATE SEAL

Countersigned:

BY: _____

Attorney-in-Fact*

State of _____

FORM OF
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(Name of Contractor)

a _____, hereinafter called "Principal", and _____, State of _____,
(Surety)

_____, hereinafter called the "Surety", are held and firmly bound unto

Jefferson Parish Council _____, of
(Owner)

Jefferson Parish, Louisiana, hereinafter called "Owner", in the penal sum of _____
(City and State) _____ (Written)

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the

Principal entered into a certain contract with the Owner, dated the ____ day of _____, 201____,

a copy of which is hereto attached and made a part hereof for the construction of:

WEST ESPLANADE BEAUTIFICATION PROJECT
DISTRICT 5

PUBLIC WORKS PROJECT NO. 2015-006-RB

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

FORM OF PERFORMANCE BOND (Continued)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____, 201__.

WITNESSES:

(Principal)

Title: _____

(Surety)

By: _____

(Attorney-in-fact)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of Surety)

(Address of Surety)

herein after called the Surety, all held and firmly bound unto the Parish of Jefferson herein called Owner, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

WEST ESPLANADE BEAUTIFICATION PROJECT
DISTRICT 5

PUBLIC WORKS PROJECT NO. 2015-006-RB

NOW, THEREFORE, if the Principal shall promptly to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

LM-1

FORM OF LABOR AND MATERIALS PAYMENT BOND (Continued)

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the __ day of _____, 201__.

ATTEST:

(Principal)

BY: _____

ADDRESS: _____

(SEAL)

(Witness to Principal)

(Address)

ATTEST:

(Surety)

BY: _____

Attorney-in-Fact

ADDRESS: _____

(SEAL)

Address

NOTE: DATE OF BOND must not be prior to date of Contract.

1. Correct Name of Contractor.
2. A Corporation, A Partnership, or an individual.
3. Correct Name of Surety.

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between the Jefferson Parish Council, Jefferson Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its Council Chairman and his authorized agents, duly authorized to act by virtue of Resolution No. _____, and _____ referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the Public Works Project No. 2015-006-RB, Proposal No. 50-112611.

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefore, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, through The Chairman of the Jefferson Parish Council, , by virtue of Resolution No. 113647, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under Public Works Project No. 2015-006-RB, Proposal No. 50-112611, in accordance with the CONTRACTOR's written bid proposal dated _____, a copy of which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by Linfield, Hunter & Junius, Inc. who is hereinafter called LANDSCAPE ARCHITECT and who is to act as OWNER's representative, to

assume all duties and responsibilities and to have the rights and authority assigned to LANDSCAPE ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with three copies), postage prepaid to the LANDSCAPE ARCHITECT at the address in the Invitation to Bid, with four additional copies addressed and mailed to:

Mr. Randy Nicholson, Director
Streets Development
1901 Ames Boulevard
Marrero, Louisiana 70072

B. In addition, four copies of all correspondence directed to the LANDSCAPE ARCHITECT shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify LANDSCAPE ARCHITECT and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars (\$_____) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Supplementary Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by LANDSCAPE ARCHITECT as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03.B of the General Conditions.

ARTICLE V.

The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 14.07.B. of the General Conditions within 100 days after the date

when the Contract Times commence to run. This time allocation allows for 9 days of lost production due to inclement weather.

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of Three Hundred Fifty Dollars and Zero Cents dollars (\$ 350.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of Three Hundred Fifty Dollars and Zero Cents dollars (\$ 350.00) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

In addition to and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees \$ 265.00/day ;
- (2) Extended Resident Project Representative fees \$ 420.00/day ;
- (3) Extended construction management fees \$ 322.00/day ;
- (4) Extended OWNER'S overhead and personnel expenses \$ 265.00/day ;
and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VIII.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by LANDSCAPE ARCHITECT as provided in the General Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by LANDSCAPE ARCHITECT, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by LANDSCAPE ARCHITECT as provided in Paragraph 14.07.C.3. of the General Conditions and any relevant Supplementary Conditions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents, which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement (pages 1 to 8, inclusive).
2. Exhibits to this Agreement (pages 1 to , inclusive).
3. Performance, Payment, and other Bonds, consisting of 4 pages.
4. Notice to Proceed.
5. General Conditions (pages 22 to 88, inclusive).
6. Supplementary Conditions (pages 89 to 100, inclusive).
7. Specifications bearing the title W. Esplanade Beautification, District 5 and consisting of 9 divisions and 36 pages.
8. Drawings consisting of a cover sheet and sheets numbered 2 through 25, inclusive with each sheet bearing the following general title: W. Esplanade Beautification, District 5.
9. Addenda numbers to , inclusive
10. CONTRACTOR's Bid (pages 1 to 3, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages to inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

In order to induce OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

1. CONTRACTOR has visited the Site, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions and (2) reports

and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purpose. CONTRACTOR acknowledges that OWNER and LANDSCAPE ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. CONTRACTOR has given LANDSCAPE ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by LANDSCAPE ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE XI.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), nor without the consent of the surety unless the surety has waived its right to notice of assignment and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

(CONTRACTOR)

By _____ (SEAL & ATTEST)

Title _____
Date _____

Witness

Address for giving notices

Witness

License No. _____

PARISH OF JEFFERSON
STATE OF LOUISIANA
JEFFERSON PARISH COUNCIL

(OWNER)

By _____ (SEAL & ATTEST)

Chairman, Jefferson Parish Council

Witness

Witness

PAYMENT NOTICE

ALL PAYMENT REQUESTS OR INVOICES MUST BE SENT FIRST TO THE LANDSCAPE ARCHITECT FOR REVIEW AND COMMENT ON THE PROPER PARISH FORMS, WHICH ARE THEN FORWARDED TO THE PROGRAM MANAGER FOR FURTHER HANDLING. CONTRACTORS WHO FAIL TO FOLLOW THIS PROCEDURE WILL NOT BE PAID ON A TIMELY BASIS DUE TO THE UNNECESSARY DELAYS IN RE-ROUTING THE PAYMENT REQUESTS.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

Anthony's Landscaping, LLC

as PRINCIPAL and

Allegheny Casualty Company

as SURETY, are held and firmly bound unto the Parish of Jefferson, hereinafter called the "OWNER", in the penal sum of:

Five Percent (5%) of Total Amount Bid

DOLLARS (\$ 5%) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated April 23, 2015, for

WEST ESPLANADE BEAUTIFICATION PROJECT

DISTRICT 5

PUBLIC WORKS PROJECT NO. 2015-006-RB

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefor or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 23rd day of April, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND (CONTINUED)

In presence of:

(Individual Principal)

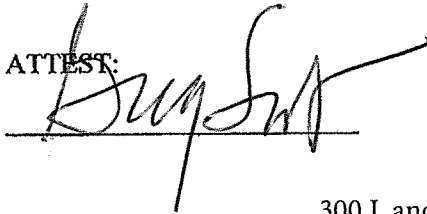
(Business Address, including Zip Code)

(Partnership)

(SEAL)

(Business Address, including Zip Code)

ATTEST:

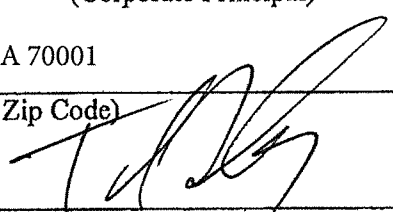


BY: _____

Anthony's Landscaping, LLC
(Corporate Principal)

300 L and A Road, Metairie, LA 70001

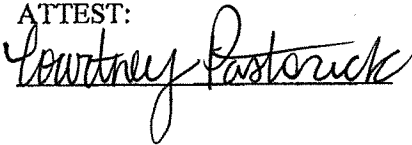
(Business Address, including Zip Code)

BY:  _____

AFFIX CORPORATE SEAL

Allegheny Casualty Company
(Corporate Surety)

ATTEST:



One Newark Center 20th Floor, Newark, NJ 07102

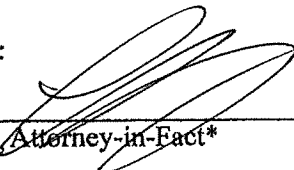
(Business Address, including Zip Code)

BY:  _____

AFFIX CORPORATE SEAL

Mary Catherine Turner, Attorney-in-Fact

Countersigned:

BY:  _____

Mary Catherine Turner, Attorney-in-Fact*

State of Louisiana

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MEGHANN TURNER, MARY CATHERINE TURNER, GARRETT TURNER, RONALD THOMAS TURNER

Baton Rouge, LA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



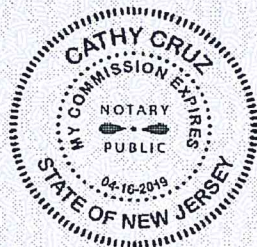
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd

day of

April, 2015

MARIA BRANCO, Assistant Secretary

ADVERTISEMENT FOR BIDS

BID PROPOSAL NO. 50-00112611

Sealed bids will be received until the hour of **2:00 P.M.**, local time on Thursday, **April 23, 2015** in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, located at 200 Derbigny Street, Gretna, Louisiana, 70053, and publicly opened upon completion of administrative tasks for the following:

The work consists of providing and installing new landscape and irrigation, as per plans, at various median locations along W. Esplanade Avenue (Beverly Garden Drive to Orpheum Avenue) in Jefferson Parish. See plans for location maps.

All bids must be in accordance with the contract documents on file with the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. All bidders must show the Bid Proposal Number on the outside of their bid envelope and on the bid proposal. **Late bids will not be accepted.**

Each Bid must be accompanied by certified check, cashiers check, or bid bond acceptable to the owner in the amount equal to five percent (5%) of the total amount bid, and payable without condition to the owner. 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.

The drawings and specifications are on file and open for inspection in the Jefferson Parish Purchasing Department, Suite 4400, Jefferson Parish General Government Building, at 200 Derbigny Street, Gretna, Louisiana. A complete set of Contract Documents may be secured from Linfield, Hunter & Junius, Inc., 3608 18th Street, Suite 200, Metairie, LA 70002 (PHONE 504-833-5300, FAX 504-833-5350) by licensed contractors upon receipt of **\$100.00 per set**. Deposit on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of documents in good condition no later than ten (10) days after receipts of bids.

The successful bidder will be required to furnish a performance bond guaranteeing faithful performance of the contract. Companies providing the bonds shall comply with the requirements of LRS-R.S. 38:2218 and R.S. 38:2219 as applicable.

The Jefferson Parish Council reserves the right to reject all bids and to reject bids for just cause, pursuant to the law.

A Pre-Bid Conference will be held at 9:00 a.m. on Monday, April 13, 2015 in the Jefferson Parish Purchasing Department, located at 200 Derbigny Street, Suite 4400, Gretna, LA 70053. All interested parties are invited to attend.

Brenda J. Campos
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The New Orleans Advocate: March 25, 2015 and April 1 & 8, 2015

Bids may also be viewed and submitted online at <http://purchasing.jeffparish.net>

CONSTRUCTION SPECIFICATIONS
AND
CONTRACT DOCUMENTS

**WEST ESPLANADE BEAUTIFICATION PROJECT
DISTRICT 5**
(Beverly Garden to Orpheum Avenue)

JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS PROJECT NO. 2015-006-RB
BID PROPOSAL NUMBER 50-112611

ADDENDUM NO. 1

DATE ISSUED: APRIL 20, 2015

BID DATE: APRIL 23, 2015

Sealed bids will be received until the hour of **2:00 p.m.**, local time on **THURSDAY, APRIL 23, 2015** in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, located at 200 Derbigny Street, Gretna, Louisiana, 70053.

This addendum shall be part of the Contract Documents as provided in the General Specifications.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

GENERAL

1. Please see attached sign-in sheet from the Pre-Bid Conference held on April 13, 2015.
2. All irrigation meters shown on the drawings shall be supplied and installed by Jefferson Parish prior to the start of construction. The Contractor will be responsible for providing and installing the specified irrigation backflow preventers and for the cost of any and all fees and permits required for inspection of the backflow preventers by the Jefferson Parish Water Department.

PLANS

1. All tree staking shall be installed as per the details shown on Drawing Sheet 24.

SPECIFICATION BOOK

1. Refer to the Technical Specifications, Section 8 Modular Concrete Retaining Wall, Part 1 – General Specifications, Section 1.04, Subsection B. The Contractor, at his expense, shall furnish the final wall foundation details stamped by a registered professional engineer prior to construction of the wall. Wall foundation design can be as shown on Drawing Sheet 23, or a variation of this design. The wall must be constructed on a concrete foundation and have adequate drainage as per the wall manufacturer.
2. Refer to the Technical Specifications, Section 8 Modular Concrete Retaining Wall, Part 1 – General Specifications, Section 1.04, Subsection C. Delete this subsection.

PRE-BID CONFERENCE
SIGN IN SHEET

DATE: APRIL 13, 2015

BID 50-00112611

WEST ESPLANADE BEAUTIFICATION PROJECT
(BEVERLY GARDEN DRIVE TO ORPHEUM AVENUE)

NAME	COMPANY NAME & ADDRESS	PHONE & FAX NUMBER	E-MAIL ADDRESS
1) Misty A. Camardelle	Purchasing Department 200 Derbigny Street Gretna, LA 70054	504-364-2683 504-364-2693	mcamardelle@jeffparish.net
2) JOHN TIPTON	ROTOLO CONSULTANTS INC	985-613-2427	Estimote@roto loconsultants.com
3) BRYAN PARKS	LINFIELD, HUNTER & JUNIUS, INC	504-833-5300 504-833-5350(F)	BPARKS@LINJUNIVIS.COM
4) CANDY NICHOLSON	J.P. STREETS	504 349-5800 504 349 5828	RNICHOLSON@JEFF PARISH.NET
5) Brook Burmaster	JP Parkways	504 349-5800	bburmaster@ jeffparish.net
6) Jim Dedson	LOUISIANA LANDSCAPE	504 421-1008	jim@lalandscape .com

NAME	COMPANY NAME & ADDRESS	PHONE & FAX NUMBER	E-MAIL ADDRESS
7) Amie Finnan	Thrive of Louisiana 2800 Breault Ave. Harvey, LA 70058	504-203-3588 504-203-3582	afinnan@thrive lawnz.com
8) Steven Lumpkin	RECI SOUTH 27999 OLD WALKER RD., STE H WALKER, LA 70092	225-791-5346 225-268-1037	slumpkin@ RCalemanCenter.ca
9) Rosemary Thornton	WEST Enterprises, LLC P.O. Box 641571 Kenner LA 70064-1571	504-467-3808 467-4020	mstent@bellcastles.com
10)			
11)			
12)			
14)			



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Search results: License # = 289331

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City

State

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111

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Business Name: ANTHONY'S LANDSCAPING, L.L.C. ✓
Mailing Address: 300 L & A Road
Metairie, LA 70001
Phone Number: (504) 834-3094
Fax Number: (504) 834-3097
Email Address: t1ajaunie@anthonys.net
Website: www.anthonys.net

Active Licenses

<u>Lic#</u>	<u>Type</u>	<u>Status</u>	<u>Effective</u>	<u>Expiration</u>	<u>First Issued</u>
39491	Commercial License Certificate	LICENSED	06/21/2013	06/20/2016	06/20/2002
555681	Home Improvement Contractor Registration	REGISTERED	04/02/2015	04/01/2016	04/01/2013

Classifications:

<u>Class</u>	<u>Qual Party</u>	<u>Valid Parishes</u>
BUILDING CONSTRUCTION	Ted Wayne Anthony Jr.	ALL
SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION	Ted Wayne Anthony Jr.	ALL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2015

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

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

PRODUCER J. Everett Eaves 650 Poydras Street Suite 1500 New Orleans LA 70130		CONTACT NAME: Charisse O'Brien PHONE (A/C, No. Ext.): (504) 581-5353 FAX (A/C, No.): (504) 588-2954 E-MAIL: charisse.obrien@assuredjee.com ADDRESS:	
INSURED Anthony's Landscaping LLC 300 L & A Road Metairie LA 70001		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Co NAIC # 03283 INSURER B: La Workers Comp Co INSURER C: Evanston Insurance Co INSURER D: Darwin Select Insurance Co INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL154218926 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	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			103GL000038701	7/6/2014	7/6/2015	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$2500 BI/PD/P&AI						PERSONAL & ADV INJURY \$ 1,000,000
	deductible per claim						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			151128B	4/12/2015	4/12/2016	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
C	POLLUTION LIABILITY			14CPLOSE20036	7/6/2014	7/6/2015	Each Pollution Condition 1,000,000
D	PROFESSIONAL LIABILITY			03084872	7/6/2014	7/6/2015	Claims Made - Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Sod Grass

CERTIFICATE HOLDER 364-2693 Jefferson Parish Purchasing 200 Derbigny Street Gretna, LA 70053	CANCELLATION 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 Charisse O'Brien/CAM <i>Charisse A. O'Brien</i>
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ACORD 25 (2010/05)
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COMMENTS/REMARKS

General Liability:

Blanket Additional Insured
Blanket Waiver of Subrogation
Primary and Non-Contributory Wording
30 days notice of cancellation
\$2,500 BI/PD/PI/AI deductible applies

Pollution Liability:

Blanket Additional Insured
Blanket Waiver of Subrogation
Primary and Non-Contributory Wording
\$1,000,000 aggregate limit
\$5,000 deductible applies

Professional Liability:

Blanket Additional Insured
Blanket Waiver of Subrogation
Primary and Non-Contributory Wording
\$2,000,000 Aggregate
\$5,000 deductible applies

Workers Compensation:

Blanket Waiver of Subrogation

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

107407

Name _____

Business name, if different from above: **ANTHONY'S LANDSCAPING**

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): **300 L & A ROAD**

City, state, and ZIP code: **METairie, LA 70001**

Requester's name and address (optional) _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Social security number
| | | | | | | | | |
or

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
721315752

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here
Signature of U.S. person

Date **2/13/07**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Notes: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.