

DATE: 4/30/2025

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BID NO.: 50-00147614

**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 X

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

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

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

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

13-14 Weeks ARO

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

35483

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

FIRM NAME: Contorlworx, L.L.C. the wholly owned subsidiary of John H. Carter., Inc.

ADDRESS: 17630 Perkins Rd.

CITY, STATE: Baton Rouge, LA

ZIP: 70817

TELEPHONE: ( 225 ) 754-0132

FAX: (     )

EMAIL ADDRESS: jonathon.mccauley@johnhcarter.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: Addendum #1

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

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

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

TOTAL PRICE OF ALL BID ITEMS: \$ 121,309.68

AUTHORIZED

SIGNATURE: Kelli S. Conerly

TITLE: Contracts Manager

Kelli Conerly

Printed Name

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

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

DATE: 4/30/2025

## INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00147614

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	EA	<p>Purchase of Emergency Standby 8" Pump for the Jefferson Parish Department of Drainage</p> <p>0010 EMERGENCY STANDBY 8" PUMP PACKAGE</p> <p>***** SPECIFICATIONS ATTACHED *****</p> <p>DELIVER TO: FLEET DEPT 4901 JEFFERSON HWY. SUITE A JEFFERSON, LA 70121</p>	\$ 121,309.68	\$ 121,309.68

**Customer:** JEFFERSON PARISH - DRAINAGE DEPT

**Sales Quote Ref:** SQ596011

**Contact:** Sean Dumas

**Phone:** 225-755-1706

**Contact Phone:** 504-364-2808

**Fax:** 225-752-5355

**Contact Cell:**

**Contact:** Jonathon McCauley

**Contact Email:** sean.dumas@jeffparish.gov

**Email:** jonathon.mccauley@johnhcarter.com

**Customer Ref#:**

**Last Modified Date:** 5/15/2025 10:22:45 AM

**Payment Terms:**

**Shipping Terms:** Prepaid and Bill

**Incoterms:** FOB Shipping Point

**Quote Expiration Date:** 6/11/2025

**Rev:**

Line No.	Part No.	Description	Qty.	Unit Price	Ext. Amount	Leadtime
1	8NNT-EM18DB	CORNELL PUMP PACKAGE WITH: -JOHN DEERE 225HP T3 DIESEL DRIVEN ENGINE -CORNELL 8NNT-EM18DB PUMP -LOFA 1000 CONTROL PANEL -180 GALLON FUEL CAPACITY -DUAL 7K AXLES -PAINTED CUSTOMER COLORS -MSO PROVIDED FOR REGISTRATION PURPOSES -DUAL 6" SUCTION MANIFOLD	1	121,309.68	121,309.68	11-13 WEEKS (ARO)

Did you know that John H. Carter Company offers a wide variety of products? We even offer service & repair on most of these, as well as automated process control systems. For your convenience, please visit [www.johnhcarter.com](http://www.johnhcarter.com) for a complete list of products & services.

<b>TOTAL</b>	<b>121,309.68</b>
excluding freight, tax, and alternates	



JOHN H. CARTER CO., INC.  
CONTROLWORX, L.L.C.  
**Terms and Conditions of Sale**



**NOTE: These Terms and Conditions of Sale control the rights and responsibilities of the parties in connection with goods and/or services sold to any customer or purchaser of goods or services hereunder (hereinafter, "Buyer") by John H. Carter Co., Inc. its affiliates and/or its subsidiary, ControlWorx, L.L.C. (individually and/or collectively "Seller"). Please read this document carefully because of its significant legal consequences.**

1. **ACCEPTANCE:** Acceptance by Seller of Buyer's order or proposal is expressly made conditional on assent to these Terms and Condition of Sale, either by written acknowledgment or by conduct by Buyer that recognizes the existence and controlling nature of these Terms and Conditions of Sale.

2. **FORM OF CONTRACT AND NO WAIVER:** Seller will not be deemed to have accepted any proposal or sales order through course of dealing, performance, implied consent, or waiver. Specifically, but without limitation, Seller's (i) supplying products or performing services in response to Buyer's purchase order or proposal, and/or (ii) failing to complain of Buyer's non-compliance with these Terms and Conditions of Sale or the presence of any conflicting terms and conditions in any other purchase order or similar document, and/or (iii) accepting payment for products or services, shall not be construed as acceptance of any terms and conditions proposed by Buyer. No attempted modification by Buyer of these Terms and Conditions of Sale will be effective against Seller unless expressly accepted in a writing signed by Seller's competent authority who has the express authority by Seller to make such agreements.

3. **CONFLICTING PROVISIONS VOID:** Seller hereby objects to and rejects any terms and conditions included in Buyer's purchase order or other writing or modification that conflict with these Terms and Conditions of Sale. Any inconsistent terms and conditions contained in Buyer's purchase order, terms and conditions, or any other writing that represents Buyer's offer are not a part of the agreement between Seller and Buyer and shall have no effect.

4. **PAYMENT:** Payment terms are net cash twenty (20) days from the date of Seller's invoice. Should a single order, or a group of orders for a single project (from a single Buyer) exceed \$100,000, progress payments will be required. Such progress payments will be made on the basis of one third of the total price being due upon acceptance of order, one third due upon 50% completion, and one third due at completion, less otherwise agreed in writing. If payment is not made when due, the unpaid balance will be subject to a finance charge of two percent (2%) of the unpaid balance per month or at the highest interest rate allowed by law, whichever is lesser. The amount of all finance charges will be added to the balance owed to Seller. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Seller, Seller, at its sole option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Buyer provides security or other assurances of performance as demanded by Seller. In the event Seller institutes legal or collection action against Buyer for non-payment, Buyer shall be liable to Seller for all reasonable costs and attorney's fees incurred by Seller in connection therewith. In the event of a dispute between Seller and Buyer regarding any separate sale(s), purchase(s), project(s), or service(s), Buyer shall not be entitled to withhold payments due Seller as a setoff for claims based on separate sale(s), purchase(s), project(s), or service(s).

5. **LIMITED WARRANTY:** Subject to the limitations contained below, Seller warrants that goods manufactured by Seller or consumables and services provided by Seller will be free from defect in materials and workmanship under normal care and use until the expiration of the applicable warranty periods hereafter set forth. Said goods are warranted for eighteen (18) months from the date of shipment or twelve (12) months from date of initial operation, whichever is the lesser. Said consumables and services are warranted for a period of ninety (90) days from the date of shipment or provision. If Buyer discovers any warranty defects and notifies Seller thereof in writing and during the applicable warranty period, Seller shall, at its sole discretion, promptly correct any errors that are found by the Seller in the services, or repair or replace at the manufacturing or service facility that portion of the goods found by Seller to be defective, or refund the purchase price of the defective goods/services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable environmental conditions, accident, misuse, or by improper installation, modification, repair, storage, or handling, or any other cause not the fault of Seller, are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing and in advance by an authorized Seller representative. All costs of transportation and time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause will be borne by Seller if it is determined to be a warrantable repair. If Seller determines that it is not a warrantable repair, these same costs shall be borne by the Buyer. Goods repaired, services rendered, and parts replaced during the warranty period shall be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the sole warranty made by Seller and can be amended only in writing signed by an authorized representative of Seller.

Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products other than making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. OTHER THAN AS EXPRESSED ABOVE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW, BY CONTRACT, OR OTHERWISE, AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, CONSUMABLES OR SERVICES.

6. **LIMITATION OF REMEDY AND LIABILITY:** The parties agree that in no event shall either party's liability to the other and/or their affiliates extend to include incidental, consequential, punitive, or exemplary damages. The term "consequential damages" shall include, but not be limited to, lost or deferred production, loss of anticipated profits, loss of use, loss of revenue, and cost of capital.

7. **DELIVERY:** Seller's obligation is to deliver the goods F.O.B. Seller's warehouse, place of manufacture, or other place from which the goods are actually shipped within the U.S.A., at which point risk of loss shall pass to Buyer. Freight will be prepaid and added to invoice. Delivery dates given to Buyer in any manner are approximate. Seller will not be liable for failure to make delivery or delay in making delivery that directly or indirectly results from or is contributed to by any cause beyond Seller's reasonable control, including but not limited to: fire, flood or other acts of God; strikes or other labor disagreements; accidents; acts or requirements of government or civil authorities; riot; war; embargo; shortages of labor, material or energy; delays in transportation; failures or delays by subcontractors or suppliers; or necessary changes in production or shipment schedules. In the event of such delay, Seller will have the right to apportion available supplies among its customers, including Buyer, in any manner that Seller decides to be fair and reasonable, and any delivery date will be postponed for a period of time equal to the delay. If shipments are held at Seller's premises at request of Buyer, invoices will be rendered for all completed goods as though actually shipped, and Buyer will also pay Seller for all extra expenses incurred.

8. **CANCELLATION BY BUYER:** Buyer may cancel its order, or any part of it, by sending written notice of cancellation to Seller and by paying Seller a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors: the expenses already incurred, other commitments made by Seller, sales and administrative overhead, and profits. If Buyer has received any price discounts due to the quantity of goods ordered by Buyer, but has not purchased the applicable quantity at the time of cancellation, Buyer must also pay to Seller the difference between the price Buyer paid and the price it would have paid had Buyer's price been based on the quantity actually purchased.

8b. **RETURNS:** Credit for returned goods can only be considered for material returned with our permission and issuance of a John H. Carter Company returned goods authorization number (RGA#) or equivalent. Credit will be subject to our inspection and confirmation that the material is new, unused and in the original packaging, and may be subject to a restocking fee. Returns must be made within 90 days of receipt by customer. Credit can only be allowed for items normally carried in JHC inventory. If material is special-ordered at the customer's request, credit for return will be subject to the discretion and policies of the respective vendor or factory involved.

9. **PRICES:** Unless otherwise specified by Seller, Seller's prices for the goods shall remain in effect for thirty (30) days from the date of Seller's quotation or acceptance of the order for the goods, whichever occurs first; provided an unconditional, complete authorization for the immediate manufacture and shipment of the goods pursuant to Seller's standard invoicing procedures is received and accepted by the Seller from the Buyer within such time period. After such thirty (30) day period, Seller shall have the right to revise the price of the goods.

10. **PATENTS:** Seller warrants those goods manufactured by Seller and sold pursuant to these Terms and Conditions of Sale, or their use as provided below, do not infringe any valid U.S. Patent in existence as of the date of delivery. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods or (ii) of any combination of goods sold hereunder in a manner designed by Seller. This warranty shall not apply to goods manufactured by Seller specifically for Buyer according to Buyer's specifications.

11. **INSTALLATION:** All goods shall be installed by and at the expense of the Buyer.

12. **TAXES AND FEES:** Buyer is responsible for payment of all taxes, including without limitation sales, use, income, federal, state, local, ad valorem, franchise, duties, levies, import, export, customs, stamp, excise, gross receipts, gross margin, gross profit, value added, and minimum or alternative minimum taxes on the good and services provided by Seller. Buyer is also responsible for payment of any employment related tax, fee, or charge, any utility, environmental taxes or fees, clearing and brokerage charges, surcharges, withholdings, occupational tax, deductions, contributions, or any other type of applicable tax or governmental fee pertaining to the sale of tangible personal property, rents, leases, consumable supplies which are not incorporated into a project, tangible personal property purchased for use in the performance of any said contract and not completely consumed, taxable services for movables, immovables, and/or repairs. Seller will include any such taxes and/or fees on its invoice to Buyer and remit any taxes and/or fees to the appropriate taxing authority. If Buyer believes it holds a valid tax exemption certificate, Buyer shall provide such certificate to Seller at or before the time that Buyer presents an order for the good or services to Seller. If Seller, in its reasonable discretion, determines the exemption to be valid, Seller will not collect any taxes or fees to which the exemption applies. If Buyer believes a refund may be due on any taxes or fees collected and remitted by Seller, Seller will use commercially reasonable efforts to assist Buyer in requesting a refund from the appropriate taxing authority but shall otherwise have no obligation to refund any taxes or fees to Buyer.

13. **SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third-party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Seller separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third-party owner's applicable license terms.

14. **COMPLIANCE WITH CERTAIN LAWS:** Unless otherwise expressly provided herein, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246 the provisions of which are incorporated herein by reference.

15. **ASSIGNMENT:** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

16. **INDEMNIFICATION:** Buyer shall release, defend, indemnify, and hold Seller harmless against liability or obligation, whether in contract, tort (including but not limited to negligence and strict liability) or otherwise, with respect to any expense, loss, injury or damage to Buyer and to any other person or entity resulting from goods subjected to: (a) improper installation or storage; (b) accident, damage, abuse or misuse; (c) abnormal operating conditions or applications; (d) operating conditions or applications above the rated capacity of the goods; (e) operating conditions or applications not made known to or contemplated by Seller at the time of the agreement; or (f) a purpose or application other than or varying in any degree from that for which the goods were designed.

17. **GOVERNING LAW:** The validity, interpretation, and performance of these Terms and Conditions of Sale and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws rules.

18. **ENTIRE AGREEMENT AND SAVINGS CLAUSE:** These Terms and Conditions of Sale (and any of Seller's purchase or work orders in connection therewith) constitute a complete and exclusive statement of the agreement between Seller and Buyer. These Terms and Conditions of Sale control over any conflicting provision in any purchase or work order issued by Seller. There are no other promises, conditions, understandings, representations or warranties. All provisions are severable, and if any of these Terms and Conditions of Sale are found by a court of competent jurisdiction to be unenforceable, then the Terms and Conditions of Sale shall be deemed modified only to the extent necessary to make them enforceable.

19. **EXPORT CONTROLS STATEMENT:** The items that are sold and shipped to Buyer pursuant to any order/invoice are subject to the export laws of the United States and perhaps other countries as well. Seller and its subsidiaries are committed to compliance with all relevant export control laws. Buyer shall cooperate with any U.S. and foreign regulatory requirement or any government inquiry, audit, investigation or other inquiry, upon notice to Buyer by Seller or any relevant government or government agency, department, or division. If Buyer intends to resell or re-export these products to another country(ies), Buyer is hereby notified and aware that these products are sold and/or exported by Seller in accordance with U.S. export control laws. Buyer is hereby notified and aware that compliance with these laws is mandatory on all parties anywhere in the world under U.S. law and diversion of products or acts contrary to U.S. relevant foreign export laws is prohibited and may subject Buyer to significant penalties and other sanctions. Moreover, Buyer shall release, defend, indemnify and hold Seller harmless from or against any liability or obligation (including, but not limited to, penalties, other sanctions, and defense costs) arising from or in any way connected to Buyer's failure to comply with such laws or to cooperate with such government entities.

20. **HIRING OF EMPLOYEES:** Buyer agrees that during the execution of the Services by Seller, and for a period of 24 months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity: (a) solicit, encourage or have contact with any of Seller employees for the purpose of encouraging them to end their employment with Seller; (b) hire any employee of Seller; (c) solicit, encourage or have contact with any of Seller contractors or their employees for the purpose of encouraging them to end their relationship with Seller; or (d) hire any Seller contractor or employee of a Seller contractor.

If Buyer breaches this Section 20, in addition to any and all other remedies available to Seller in law or equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. The parties agree that the foregoing damages shall not preclude Seller from obtaining any further damages, in law or in equity, in connection with any and all breaches in this Section 20. In addition, Buyer agrees that in the event that Seller institutes or becomes involved in any action to enforce or defend this Section 20, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and costs related to such action.



Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared: Kelli  
Conerly, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Contracts Manager of John H. Carter Co. (Entity),  
the party who submitted a bid in response to Bid Number 50-00147614 to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

JB

Debt Disclosures

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

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

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

Affiant further said:

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

*[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.

Kelli S. Conerly

Signature of Affiant

Kelli Conerly

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 15<sup>th</sup> DAY OF May, 2025

Troy P. Brand

Notary Public

Troy P. Brand

Printed Name of Notary

# 55339

Notary/Bar Roll Number

My commission expires at death



JAS

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
JOHN H. CARTER CO., INC.**

July 9, 2021

The undersigned, being all of the members of the board of directors (the "Board") of John H. Carter Co., Inc., a Louisiana corporation (the "Corporation"), acting without a meeting and pursuant to Section 12:1-821 of the Louisiana Revised Statutes and the By-Laws of the Corporation, DO HEREBY ADOPT the following resolution and DO HEREBY CONSENT to the taking of the actions therein set forth and hereby waive any notices required by law or otherwise with respect thereto.


**WHEREAS**, the Board has determined that it is advisable and in the best interests of the Corporation to authorize Robert Wagnon, Dan Childress, Richard Lewis, Stan Sellers, Tim Walker, Kelli Conerly, and Todd Zirkle to execute contracts, purchase order acknowledgements, and any other documents as required on behalf of the Corporation or its subsidiaries;

**NOW, THEREFORE, BE IT RESOLVED**, that Robert Wagnon, Dan Childress, Richard Lewis, Stan Sellers, Tim Walker, Kelli Conerly, and Todd Zirkle are hereby authorized to execute contracts, purchase order acknowledgements, and any other documents as required on behalf of the Corporation and its subsidiaries, ControlWorx, LLC and Groth Equipment LLC of Louisiana.

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Consent as of the date first set forth above.

  
Todd E. Gilbertson, Chairman

  
Charles D. Fournier, Director

  
Ronald P. Aleman, Director

  
Robert G. Wagnon, Director