

LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00135541

Page: 6

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST. SUITE 4400
GRETN, LA 70053
(Owner to provide name and address of owner)

BID FOR: CLEARING, GRUBBING, FILLING AND
VACANT LAND AT 5858 WESTBANK EX
FOR THE JEFFERSON PARISH DEPART
PARKS AND RECREATION
(Owner to provide name of project and
other identifying information)

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: Firmin Trucking LLC

(Owner to provide name of entity preparing bidding documents,) and dated: 9/23/21

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) 1+2

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:

Three Hundred And Five Thousand Dollars (\$) 305,000.00

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 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$) N/A

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$) N/A

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$) N/A

NAME OF BIDDER: Firmin Trucking LLC

ADDRESS OF BIDDER: 2508 Lexington Dr., Laplace, La. 70068

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 55668

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Ronald Firmin

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Owner

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Ronald Firmin

DATE: 9/23/21

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* 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.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00135541

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST. SUITE 4400
GRETN, LA 70053
(Owner to provide name and
address of owner)

**CLEARING, GRUBBING, FILLING AND GRADING
VACANT LAND AT 5858 WESTBANK EXPRESSWAY
FOR THE JEFFERSON PARISH DEPARTMENT OF
PARKS AND RECREATION**

(Owner to provide name of project
and other identifying information)

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: <input checked="" type="checkbox"/> Base Bid 0001 - CLEARING, GRUBBING AND GRADING AT 5858 WESTBANK EXPRESSWAY <input type="checkbox"/> Alt.# MARRERO, LA 70072				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1.00	LPSM	305,000. ⁰⁰	305,000. ⁰⁰

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

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

A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category:

Clearing, Grubbing, and Snagging or Building Construction

B. PROBABLE CONSTRUCTION RANGES

Range of The Probable Construction Cost for Base Bid:

\$0 - \$250,000

Range of The Probable Construction Cost for Alternate No. 1:

Range of The Probable Construction Cost for Alternate No. 2:

Range of The Probable Construction Cost for Alternate No. 3:

Range of The Previous Contract Cap
(Public Work Maintenance Contract):

N/A

C. TIMELINES

Except as where provided by law, Bidder agrees that this bid shall be legally binding 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 pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-913 of the Jefferson Parish Code of Ordinances.)

Upon full execution of the Contract and receiving a written notice to proceed, the Bidder agrees that all work shall be completed as follows:

Substantial completion shall be within sixty (60) consecutive calendar days from Notice to Proceed. Cost production weather days to be submitted monthly.

D. SALES TAX EXEMPTION

For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

E. LIQUIDATED DAMAGES

In accordance with Resolutions 136352 and 136353, Bidder agrees to pay, as liquidated damages, the sum of two hundred fifty (\$250.00) 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, but 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 \$ 0.00 ;
- (2) Extended Resident Project Representative fees \$ 0.00 ;
- (3) Extended construction management fees \$ 0.00 ;
- (4) Extended Owner's overhead and personnel expenses \$ 0.00 ; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

Also, 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 attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

In accordance with the terms of the Engineer's agreement with the Owner, the average hourly rate to be charged for resident inspection for this construction project is \$ N/A and the reasonable budget for such inspections is \$ N/A (the overtime rates shall be \$ N/A 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).

F. METHODS OF BID SUBMISSION

Online at no charge via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net. Registration and use of this site is free to Jefferson Parish vendors.

G. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST

Vendor agrees by bid submission 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 and Jefferson Parish Terms and Condition.

Inspector General: It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). 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 JPCO 2-155.10.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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 have ADDITIONAL INSURED provisions or 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 Gulf South Insurance Agency, LLC 5714 Superior Drive Baton Rouge LA 70816		CONTACT NAME: CODI MYERS PHONE (A/C, No, Ext): 225-292-3096 E-MAIL ADDRESS: SUPPORT@GSIALA.COM FAX (A/C, No): 225-292-3185		
INSURED FIRMIN TRUCKING LLC 2508 LEXINGTON DRIVE LAPLACE LA 70068		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : LWCC		22350
		INSURER B : PROGRESSIVE PALOVERDE INS CO		44695
		INSURER C : MILFORD CASUALTY INS CO		26662
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 57746674**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPP1025177-01	2/20/2021	2/20/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 DEDUCTIBLE \$500
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01825724-2	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	150218-A	1/19/2021	1/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

LAWN CARE/LANDSCAPE
2018 CHEV LOWCAB FWD TRUCK #54DBDJ1BXJS808411

RONALD FELIX FIRMIN EXCLUDED FROM WORKERS COMP POLICY.

CERTIFICATE HOLDER**CANCELLATION**LA DEPT OF AGRICULTURE & FORESTRY
5825 FLORIDA BLVD STE 1035
BATON ROUGE LA 70806

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

Codi L. Myers



Firmin Trucking, LLC

RE: COMPANY SIGNATURE AUTHORIZATION

Dear Sir or Madam: Jefferson Parish

The individual below is authorized to sign for all matters relating to Firmin Trucking, LLC as deemed necessary for compliance with Federal, State, and/or local regulations applicable. With this signature, Ronald Firmin, is authorized to sign and execute all bid documents, forms, etc.

Firmin Trucking, LLC is a LLC and not a corporation, therefore the corporate resolution does not apply.

COMPANY OFFICERS/MANAGERS/SUPERVISORS

Name: <u>Ronald Firmin</u>	Signature: <u>Ronald Firmin</u>	Title: <u>owner</u>
Name: _____	Signature: _____	Title: _____
Name: _____	Signature: _____	Title: _____

Email Address: firm-enterprises@yahoo.com

Signature: Ronald Firmin

Date: 9/23/21

Firmin Trucking, LLC
Firm Enterprises Unlimited
c: 504-628-4860 f: 985-652-1259 e: rfirmin@feunlimited.com

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. John The Baptist

BEFORE ME, the undersigned authority, personally came and appeared: Ronald Firmin
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Owner of Firmin Trucking LLC (Entity),
the party who submitted a bid in response to Bid Number 5000135541, 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)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (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)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

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.

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