



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH COUNCIL  
AND  
M-Trak, LLC

**WHEREAS**, the St. John the Baptist Parish Council approved the motion to grant administration authorization to solicit bids for 2020 Asphalt Road Improvements at the November 12, 2019 meeting; and

**WHEREAS**, public bids for 2020 Asphalt Road Improvements were opened and read aloud 3:00 P.M., December 20, 2019; and

**WHEREAS**, the St. John the Baptist Parish Council approved the motion to grant administration authorization to award the bid to **M-Trak, LLC** for 2020 Asphalt Road Improvements at the January 28, 2020 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into the Agreement for the 2020 Asphalt Road Improvements.



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRAANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
02/28/2020 10:12AM  
**371403- MO**

Deputy Clerk

This **Agreement** is made and entered into on this 20<sup>th</sup> day of January, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, **PARISH** President, in accordance with the duly passed motion of the St. John the Baptist **PARISH** Council, , and **M-TRAK, LLC PO BOX 189 LIVONIA, LA 70755**, represented by Antonio Garcia, in accordance with the certificate of authority attached hereto, hereinafter referred to as "**CONTRACTOR**" under the following terms and conditions.

#### **TERM OF AGREEMENT**

This **Agreement** shall begin on the date stated above and will **terminate on December 31, 2020** unless otherwise terminated per the termination clause.

#### **SCOPE OF SERVICES**

The "Services" to be performed by the **CONTRACTOR** for the **PARISH** under this **Agreement** are set out in **Exhibit A: Statement of Work**, incorporated herein by reference.

#### **PAYMENT TERMS**

In consideration of the services described in **Exhibit A: Statement of Work**, the **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Public Bid Work Form**. All payments must be approved by and all deliverables, invoices, etc. submitted to the (Director Public Works), hereinafter called the "**Director**".

#### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

#### **TAXES**

The **CONTRACTOR** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **CONTRACTOR'S** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

#### **TERMINATION FOR CAUSE**

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR'S** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed. The Contractor may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that Contractor shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the Contractor, and **PARISH** may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of document and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent Contractors and not as employees of the **PARISH**. **THE ST. JOHN THE BAPTIST PARISH** shall not be obliged to any person, firm or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this **Agreement**.

The **CONTRACTOR** shall be authorized to represent the **PARISH** with respect to services being performed and dealings with other agencies. The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **CONTRACTOR**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **PARISH** shall have the right to annul this **Agreement** without liability. This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St John the Baptist **PARISH** and any appropriate Appellate there from. **CONTRACTOR** hereby agrees and consents to personal and/or in re jurisdiction of the trial and appropriate Appellate courts.

#### **INSURANCE**

The **CONTRACTOR** shall meet or exceed the **PARISH'S** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by the **PARISH** shall remain the property of the **PARISH**, and shall be returned by **CONTRACTOR** to the **PARISH**, at **CONTRACTOR'S** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **PARISH**, and shall, upon request, be returned by **Contractor** to the **PARISH**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

#### **NON-ASSIGNABILITY**

**CONTRACTOR** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **PARISH** subject to approval by **St John the Baptist PARISH Council**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **PARISH**.

#### **INDEMNITY**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

#### **SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **FISCAL FUNDING**

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **PARISH** or any other state or federal funding source. If the **PARISH** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the **PARISH** President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies

for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**NOTICES**

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

<b>If to PARISH:</b>	<b>If to Contractor:</b>
ATTN: Jaclyn Hotard PARISH President St. John the Baptist PARISH 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Antonio Garcia Member M-TRAK, LLC PO BOX 189 LIVONIA, LA 70755

**EXCLUSIONS**

Pursuant to Louisiana Revised Statute 38:2227, **CONTRACTOR** must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

**CONTRACTOR** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **CONTRACTOR** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

**NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **CONTRACTOR** must certify that neither he, nor anyone acting on behalf of the **CONTRACTOR**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **CONTRACTOR**. **CONTRACTOR** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **CONTRACTOR** in the regular course of their employment duties for **CONTRACTOR**.

**CONTRACTOR** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

**E-VERIFY PROGRAM**

Pursuant to Louisiana Revised Statute 38:2212.10, **CONTRACTOR** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in

the State of Louisiana, under an **Agreement** with St. John the Baptist PARISH has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program.

**CONTRACTOR** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

**DISCRIMINATION CLAUSE**

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **CONTRACTOR** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

**SIGNATURES ON FOLLOWING PAGE**

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

WITNESS:



SIGNATURE

Deshanda Firmin

PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By:   
Jaclyn Hotard  
PARISH President

WITNESS:



SIGNATURE

Kimberly Robillard  
PRINT NAME

CONTRACTOR:

M-TRAK, LLC

By:   
Antonio Garcia  
Member

**EXHIBIT A**  
**STATEMENT OF WORK**

**CONTRACTOR** hereby agrees to furnish the following services:

The St. John the Baptist PARISH proposes to complete improvements to a number of roads in the PARISH based on a priority list established by the DIRECTOR. Improvements will include as required on each road, asphalt paving, lime stabilization, soil cement stabilization, grading and earthwork and all appurtenances necessary to complete the work.

**EXHIBIT B**  
**PRICE SCHEDULE**

*Please see attached Louisiana Uniform Public Works Bid Form.*

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish BID FOR: St. John the Baptist Parish
1811 W. Airline Highway 2020 Road Improvement Program
LaPlace, La. 70068 (Owner to provide name and address of owner) (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:

C.J. Savoie Consulting Engineers, Inc. and dated: November 2019
(Owner to provide name of entity preparing bidding documents.)

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) N/A

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:

Six hundred Seventy four thousand dollars and Zero Cents Dollars (\$ 674,000.00)

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:
N/A Dollars (\$ N/A)

Alternate No. 2: (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ N/A)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ N/A)

NAME OF BIDDER: M-Trak, LLC
ADDRESS OF BIDDER: PO BOX 189
Livonia, LA 70755

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 44013

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Antonio Garcia

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER\*\*: [Handwritten Signature]
DATE: December 20, 2019 12/20/19

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. 38:2212(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) attached to and made a part of this bid.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: St. John the Baptist Parish  
 1811 W. Airline Highway  
 LaPlace, Louisiana 70068

BID FOR: St. John the Baptist Parish  
 2020 Road Improvement Program

(Owner to provide name and address of owner)

(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:	REF. NO. I	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
Asphalt Paving		5,000	Tons	\$ 104.02 /Ton	\$ 505,000.00
<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#					
DESCRIPTION:	REF. NO. II	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
Asphalt Patching		500	Tons	\$ 140.00 /Ton	\$ 70,000.00
<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#					
DESCRIPTION:	REF. NO. III	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
Soil Cement Stabilization: 8" Depth (10% By Volume)		500	SY	\$ 15.00 /SY	\$ 7,500.00
<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#					
DESCRIPTION:	REF. NO. IV	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
Pulverize Existing Road Surface		10,000	SY	\$ 0.50 /SY	\$ 5,000.00
<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#					
DESCRIPTION:	REF. NO. V	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
Planing and Milling of Existing Road Surface		10,000	SY	\$ 4.00 /SY	\$ 40,000.00
<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#					

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. VI	QUANTITY: 1,000	SY \$ 2.00	\$ 2,000.00
Grade and Windrow Existing Surface Material			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. VII	QUANTITY: 1,000	CY \$ 10.00	\$ 10,000.00
Limestone for Base work or Shoulders			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. VIII	QUANTITY: 5,000	LF \$ 1.00	\$ 5,000.00
Grade Shoulder Material to Edge of Street			
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. IX	QUANTITY: 50	EA \$ 150.00	\$ 7,500.00
Adjust Manhole Covers			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. X	QUANTITY: 30	EA \$ 150.00	\$ 4,500.00
Adjust Valve Covers			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. XI	QUANTITY: 1,000	CY \$ 5.00	\$ 5,000.00
Load and Haul Aggregate Material to (301 Airport Road or 411 Capt. G. Bourgeois Road LaPlace)			

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO. XII	QUANTITY: 500	CY \$ 25.00	\$ 12,500.00
Fill Material for Base work or Shoulders			

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.

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
 M. Trak, LLC  
 P.O. Box 189  
 Livonia, LA 70755

**SURETY:**  
*(Name, legal status and principal place of business)*  
 Merchants National Bonding, Inc.  
 P.O. Box 14498  
 Des Moines, IA 50306

**OWNER:**  
*(Name, legal status and address)*  
 St. John the Baptist Parish  
 1811 W. Airline Hwy.  
 LaPlace, LA 70068

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of Amount Bid

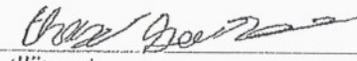
**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
 Hotmix Asphalt Overlay on Prepared Surfaces for Parishwide Road Improvements  
 St. John the Baptist Parish  
 2020 Road Improvement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

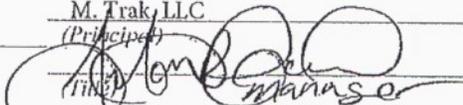
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

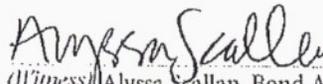
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

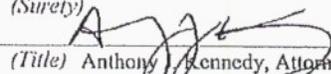
Signed and sealed this 20th day of December, 2019

  
 (Witness)

M. Trak, LLC  
 (Principal) (Seal)

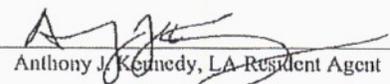
  
 Merchants National Bonding, Inc.  
 (Surety) (Seal)

  
 (Witness) Alyssa Scallan, Bond Assistant

  
 (Title) Anthony J. Kennedy, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init. / AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 051110

Countersignature   
 Anthony J. Kennedy, LA Resident Agent

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anthony J Kennedy; Charles R Landry

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of September, 2017.

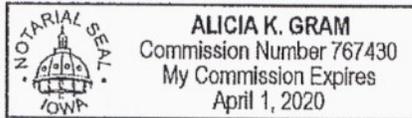


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 1st day of September 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of December, 2019.



*William Warner Jr.*  
Secretary

MEMBER RESOLUTION  
OF  
M-TRAK,LLC

We, the undersigned Member(s) of M-Trak,LLC, a limited liability company duly organized and existing under the laws of Louisiana (hereinafter the "Company"), with authority granted in the Operating Agreement to make binding resolutions on behalf of the Company, hereby resolve:

The undersigned, Ernest Ray Peavy III, and Myron Dale Lagrone, being the Members and Managers of M-Trak,LLC a Louisiana Limited Liability company of which Ernest Ray Peavy III, and Myron Dale Lagrone is also managers, and acting in such capacity(ies), hereby certifies that: Ernest Ray Peavy III, Myron Dale Lagrone, and Antonio Garcia (collectively the "Authorized Representatives"), be and are hereby authorized and empowered on behalf of the Company to sign and submit bids, proposals and contracts of whatever kind on behalf of, binding the Company to any person or entity, public or private.

Further, this Corporate Resolution/Certificate of Authority and appointment contained herein shall remain in full force and effect, unless revoked by the Company and/or Certifying Official and that any said revocation will not take effect until the said revocation shall be delivered to the letting authority.

By affirmative votes noted as signatures below, a majority vote of the Members of M-Trak,LLC with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

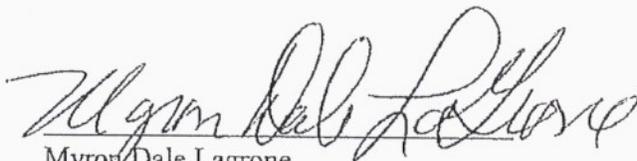
MEMBERS



Ernest Ray Peavy III  
Member

04-15-19

Date



Myron Dale Lagrone  
Member

04-15-19

Date

Circle this L.S. as there is no company seal.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**St. John the Baptist PARISH Council**  
**1811 West Airline Highway**  
**LaPlace, LA 70068**

**CONTRACTOR** shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A.) **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

- 1.) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2.) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
- 3.) **WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be indicated on certificate.**
- 4.) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B.) **Commercial General Liability**, including:

- 1.) Contractual liability assumed by this **Agreement**
- 2.) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3.) Personal and advertising liability
- 4.) Completed operations
- 5.) Medical payments:

The limits for "B" above shall not be less than:

- 1.) \$1,000,000 each occurrence limit
- 2.) \$2,000,000 general aggregate limit other than products-completed operations
- 3.) \$1,000,000 personal and advertising injury limit
- 4.) \$1,000,000 products/completed operations aggregate limit
- 5.) \$50,000 fire damage limit
- 6.) \$5,000 medical expense limit (desirable but not mandatory)
- 7.) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8.) **St. John the Baptist PARISH Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be indicated on certificate.**
- 9.) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

- C.) **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1.) \$1,000,000 CSL
- 2.) **St. John the Baptist PARISH Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be included on certificate.**

(NOT REQUIRED TO BE SUBMITTED WITH BID)  
SUBMIT BY THE LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING

**ATTESTATIONS AFFIDAVIT**

Hotmix Asphalt Overlay on Prepared Surfaces for Parishwide Road Improvements

NAME OF PROJECT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| (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) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (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<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**

A. Appearer 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.

B. If awarded the contract, Appearer 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.

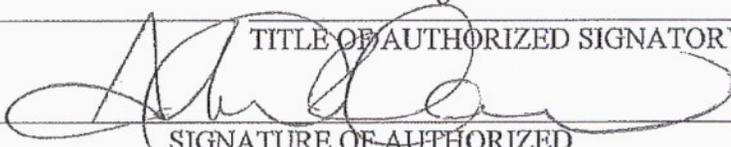
C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

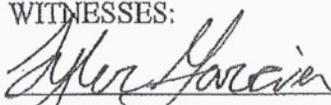
(NOT REQUIRED TO BE SUBMITTED WITH BID)  
SUBMIT BY THE LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING

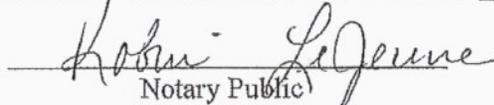
**LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE**

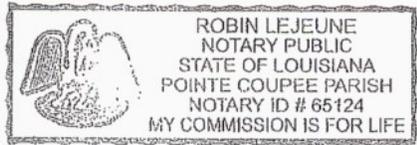
A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

<u>M-Trak LLC</u> NAME OF BIDDER	<u>Antonio Garcia</u> NAME OF AUTHORIZED SIGNATORY OF BIDDER
<u>12/23/2019</u> DATE	<u>Manager</u> TITLE OF AUTHORIZED SIGNATORY OF BIDDER
	 SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

WITNESSES:  
  


Sworn to and subscribed before me this 23 day of Dec., 2019.  
  
Notary Public



# SAINT JOHN THE BAPTIST PARISH NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF Louisiana  
 PARISH/COUNTY OF Pointe Coupee

Before me, the undersigned authority, came and appeared,

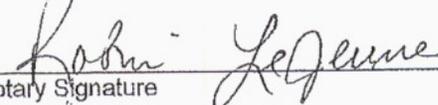
I, Antonio Garcia, the owner/authorized representative of

M-Trak LLC  
 Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee. Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

 Signature of Authorized Signatory <hr/> Antono Garcia Printed Name of Signatory Manager <hr/> Title of Authorized Signatory Hotmix Asphalt Overlay on Prepared Surfaces for Parishwide Road Improvements Project Name/Number	SUBSCRIBED AND SWORN BEFORE ME ON THIS <u>23</u> DAY OF <u>Dec.</u> 2019.  Notary Signature <hr/> Printed Notary Name: <div style="border: 1px solid black; padding: 2px; text-align: center; font-size: small;">                     ROBIN LEJEUNE                      NOTARY PUBLIC                      STATE OF LOUISIANA                      POINTE COUPEE PARISH                      NOTARY ID # 65124                      MY COMMISSION IS FOR LIFE                 </div> <hr/> Notary/Bar Roll Number: <hr/> My Commission is for/expires on:
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**CORPORATE RESOLUTION OF:**

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on \_\_\_\_\_ date

at \_\_\_\_\_ time

at \_\_\_\_\_ location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

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Therefore, it is resolved, that the corporation shall:

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The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Director signature

Printed name

Date

\_\_\_\_\_  
Director signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Secretary



Certification Regarding

Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

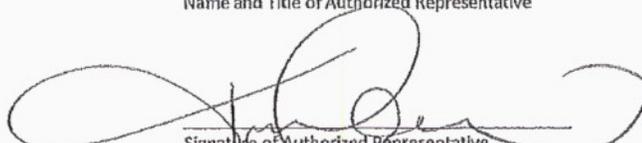
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: M-Trak LLC

Date 12/23/2019 By Tony Garcia -Manager

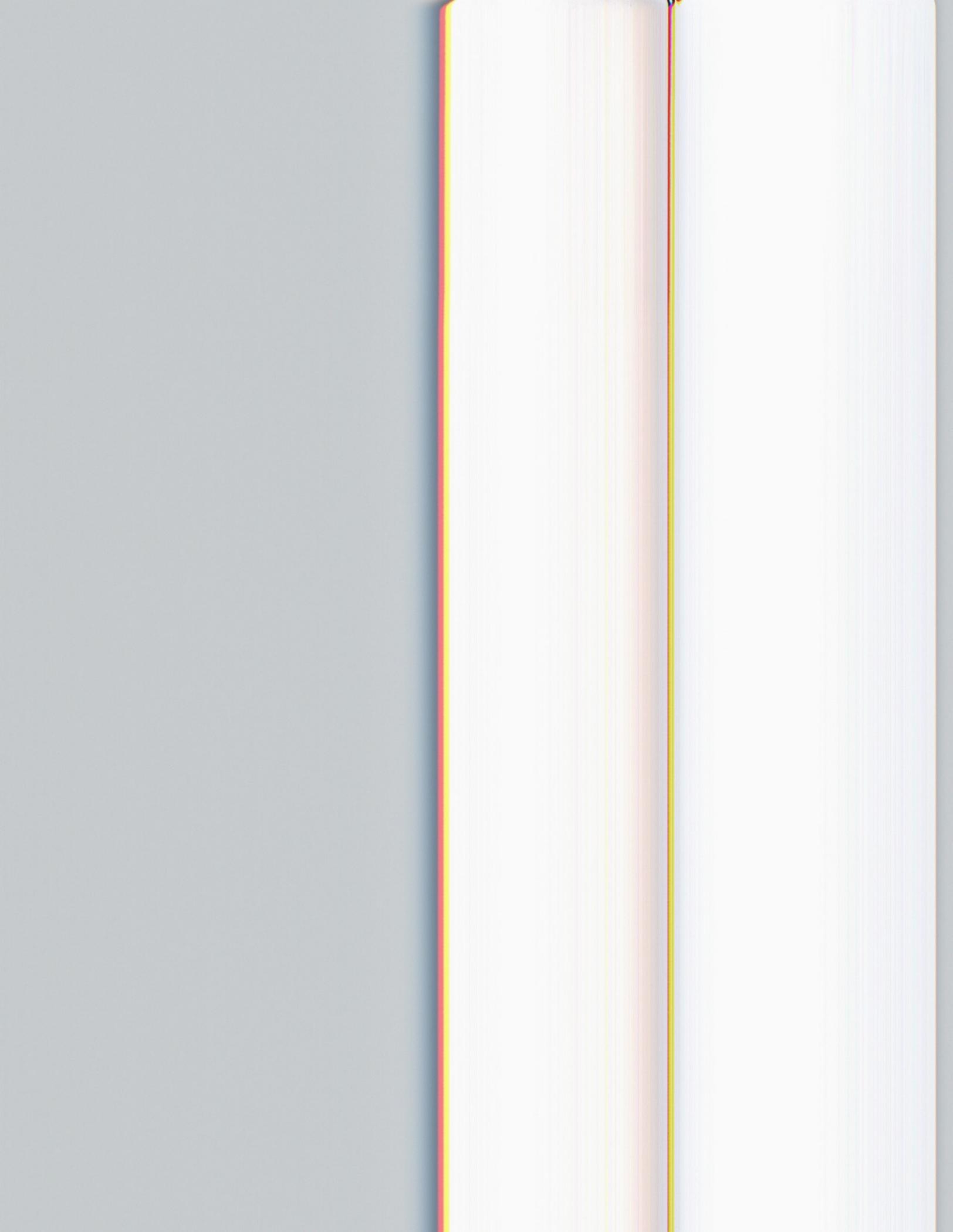
Name and Title of Authorized Representative



Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**PERFORMANCE-PAYMENT BOND**

KNOWN ALL MEN BY THESE PRESENTS: That we M. Trak, LLC  
 (Name of Contractor)  
 \_\_\_\_\_ a Limited Liability Company, doing business as  
M. Trak, LLC, hereinafter called "Principal" and Merchants National Bonding, Inc.  
 (Surety)  
 of Des Moines, State of Iowa, hereinafter called  
 the "Surety," are held and firmly bound unto St. John the Baptist Parish, Louisiana,  
 (Owner)  
 hereinafter called "Owner" in the penal sum of Six Hundred Seventy-four Thousand Dollars  
 and No cents (\$ 674,000.00) in lawful money of the United States, for  
 the payment of which sum will and truly 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 \_\_\_\_\_  
 20 \_\_\_\_ a copy of which is hereto attached and made apart hereof for the construction of:

2020 Hotmix Asphalt Overlay on Prepared Surfaces  
 For Parishwide Road Improvements

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
 undertaking, 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/she 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, and shall promptly make payment 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 amounts 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 premium 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 the work to be performed thereunder or the Specifications accompanying the same shall in any way 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 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 four (4) counterparts each, one (1) of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

ATTEST:

(SEAL) N/A  
(Principal Secretary)

[Signature]  
Witness as to Principal

20304 189 Livonia, LA 70755  
(Address-Zip Code)

M. Trak, LLC  
(Principal)

By [Signature]

P. O. Box 189 Livonia, LA 70755  
(Address-Zip Code)

ATTEST:

(SEAL) \_\_\_\_\_  
(Surety)

[Signature]  
(Witness as to Surety)

Merchants National Bonding, Inc.  
(Surety)

By [Signature]  
(Attorney-in-Fact)  
Anthony J. Kennedy, Attorney-in-Fact

Countersigned

By [Signature]  
Attorney-in-Fact  
State of Louisiana

Anthony J. Kennedy, LA Resident Agent

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anthony J Kennedy, Charles R Landry

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of September, 2017.

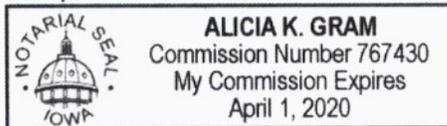


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 1st day of September 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary

**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

M. Trak, LLC

(Name of Contractor)

P. O. Box 189 Livonia, LA 70755

(Address of Contractor)

a Corporation, Partnership, Individual, the State of Louisiana hereinafter

called Principal, and Merchants National Bonding, Inc.

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306

(Address of Surety)

a corporation of the State of Iowa, authorized to do business as surety in the State of Louisiana, hereinafter called Surety, all held and firmly bound unto the St. John the Baptist Parish hereinafter called Owner, in the penal sum of Six Hundred Seventy-four Thousand and No/100 Dollars (\$ 674,000.00) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Hotmix Asphalt Overlay on Prepared Surfaces  
For Parishwide Road Improvements

NOW THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, 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 the 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 anyway 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 specifications.

PROVIDED, FURTHER, that no final settlement between 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 4 counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

*Ale Leone*

M. Trak, LLC  
Principal

By: *[Signature]*

Address: P. O. Box 189 Livonia, LA 70755

(SEAL)

*[Signature]*  
Witness as to Principal

1000 189 Livonia, LA 70755  
Address

ATTEST:

*Sharon Hebert*

Merchants National Bonding, Inc.  
Surety

By: *[Signature]*  
Attorney-in-Fact  
Anthony J. Kennedy, Attorney-in-Fact

Address: 2600 Citicourt Place, Suite 100

(SEAL)

2600 Citicourt Place, Suite 100

Baton Rouge LA 70808

Baton Rouge LA 70808  
Address

**NOTE:** Date of Bond must not be prior to date of Contract:

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anthony J Kennedy; Charles R Landry

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of September, 2017.

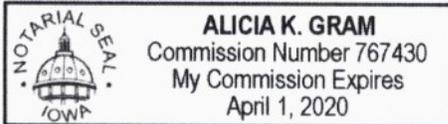


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 1st day of September 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary





# ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

January 29<sup>th</sup>, 2020

Division A  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

Division B  
Michael P. Wright  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

District I  
Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

District II  
Warren Torres, Jr.  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4153

District III  
Tammy Houston  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3956

District IV  
Tyra Duhe-Griffin  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4177

District V  
Robert J. Arcuri  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3167

District VI  
Tonia Schnyder  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4283

District VII  
Thomas Malik  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

**Jaclyn Hotard, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Hotard:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, January 28<sup>th</sup>, 2020.**

**“Councilman Madere moved and Councilman Becnel seconded the motion to grant administration authorization to award the bid for the 2020 Asphalt Road Improvements to M-Trak LLC. The motion passed unanimously.”**

## CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28<sup>th</sup> day of January 2020.**

January 29<sup>th</sup>, 2020,  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

