



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AMENDMENT (2) TO CONTRACT FOR GRASS CUTTING SERVICES

Be it known, that on this 15th day of June, 2016 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") hereby amends its contract with, **BHold Enterprises, LLC, 138 Phillip, Edgard, LA 70049, (504) 236-5893** (hereinafter sometimes referred to as "Contractor") originally dated June 26, 2014 under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform landscaping and related services at certain parish facilities or properties, as stated in **Exhibit A: Amended Locations**.

Payment Terms

In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in **Exhibit B: Fee Schedule**.

Term of Amended Contract:

This amendment to the original contract shall begin on **June 1, 2016** and shall terminate on **June 30, 2017**. The Parish may extend the term of this contract for one year by written notice to the Contractor within thirty (30) days of its termination date.

Except as set forth in this Amendment, the contract is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 15th day of June, 2016.

WITNESS :

Barbara Anuly

PARISH:

ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*
Natalie Robottom

Title: Parish President

WITNESS :

Don Coy

By: *Gala Holden*
BHold Enterprises, LLC
Gala Holden

Title: Agent

Exhibit A
Amended Locations

Grass Cutting Location(s):

Reserve:

40th Juvenile
Animal Shelter
Reserve Senior Center
Rosenwald Blvd. Median
Office of Motor Vehicles
National Guard Readiness Center

Garyville:

Ezekiel Jackson Park
Garyville Utilities
Garyville Northern & Plantation Oaks Median

Wallace:

Veteran Memorial Bridge & Hwy 18 Right of Ways

Edgard:

Moll Canal Boat Launch, Hwy 3127

Amended Grass Cutting Location(s):

Garyville:

Garyville Timbermill Trail

Wallace:

Farmer's Market

Amended Landscape Maintenance Location(s):

Animal Shelter
Garyville Timbermill Trail-Cut and Landscape
Eastbank Reserve Senior Center

Exhibit B
Fee Schedule

Contractor will perform the services required under this contract at the rates specified below:

Original Contract Location(s):

<u>Reserve</u>	<u>Per cut</u>
40 th Juvenile	\$ 40.00
Animal Shelter	\$100.00
Reserve Senior Center	\$130.00

<u>Garyville</u>	
Ezekiel Jackson Park	\$350.00
Garyville Utilities	\$ 40.00

Original Contract Amount: $\$660.00 \times 36 \text{ cuts per year} = \underline{\$23,760.00}$

Amended (1) Contract Location(s):

Reserve
Rosenwald Blvd. Median
Office of Motor Vehicles
National Guard Readiness Center

Garyville
Garyville Northern & Plantation Oaks Median

Wallace
Veterans Memorial Bridge & Hwy 18 Right of Ways

Edgard
Moll Canal Boat Launch

Amended (1) Contract Amount: $\$800.00 \times 36 \text{ cuts per year} = \underline{\$28,800.00}$

Original Contract Amount: $\$660.00 \times 36 \text{ cuts per year} = \underline{\$23,760.00}$

Amendment (1) Contract Amount: $\$800.00 \times 36 \text{ cuts per year} = \underline{\$28,800.00}$

Total Contract including amendment (1): \$52,560.00

Amended (2) Grass Cutting Location(s):

Garyville:

Garyville Timbermill Trail: $\$300 \times 36 \text{ cuts per year}$ = $\$10,800.00$

Wallace:

Farmer's Market: $\$125 \times 36 \text{ cuts per year} =$ $\$4,500.00$

Grass Cutting Fees: $\$425 \times 36 \text{ cuts per year} = \$15,300.00$

Amended (2) Landscape Maintenance Location(s):

Animal Shelter

Landscaping Fees: $\$125 \times 20 \text{ visits per year}$ = $\$2,500.00$

Garyville Timbermill Trail

Landscaping Fees: $\$30 \times 20 \text{ visits per year}$ = $\$600.00$

Eastbank Reserve Senior Center

Landscaping Fees: $\$125 \times 20 \text{ visits per year}$ = $\$2,500.00$

Landscaping Fees $\$280 \times 20 \text{ visits per year} = \$5,600.00$

Amended(2) Contract Amount: $\$20,900.00$

Original Contract Amount: $\$660.00 \times 36 \text{ cuts per year}$ = $\$23,760.00$

Amendment (1) Contract Amount: $\$800.00 \times 36 \text{ cuts per year}$ = $\$28,800.00$

Amendment (2) Contract Amount: $\$20,900.00$

Total Contract including Amendment (1) and Amendment (2): $\$73,460.00$

FOR PUBLIC DISPLAY - NOT TRANSFERABLE

ISSUED BY

SHERIFF & EX-OFFICIO TAX COLLECTOR, ST. JOHN THE BAPTIST PARISH, LOUISIANA

2016 OCCUPATIONAL LICENSE

No 42476

D/B/A BHOLD ENTERPRISES
309 EAST 6TH ST.
EDGARD, LA 70049

LICENSE NO. : 42476

TAXPAYER NO. : 1417

DATE OF ISSUE: 3/3/2016

LOCATION:

BHOLD ENTERPRISES
138 PHILLIP CT.
EDGARD, LA 70049

LICENSE CLASSIFICATION: 84

CONTRACTOR - GENERAL

Natalie Robottom

COPY

MIKE TREGRE
SHERIFF & TAX COLLECTOR

NATALIE ROBOTOM
PARISH PRESIDENT

TAX

PENALTY

TOTAL

[REDACTED]

0.50

[REDACTED]

The person or firm named hereon is licensed to operate a business at the location shown above in the Parish of St. John the Baptist, state of Louisiana, having paid the required amount as per L.R.S 47:341 to L.R.S 47:363 for the year ending

RENEWAL APPLICATIONS ARE DUE PRIOR TO MARCH 1

ST. JOHN THE BAPTIST PARISH

2016 OCCUPATIONAL LICENSE

No 42476

D/B/A BHOLD ENTERPRISES
309 EAST 6TH ST.
EDGARD, LA 70049

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LICENSE CLASSIFICATION: 84

CONTRACTOR - GENERAL

TOTAL

COPY

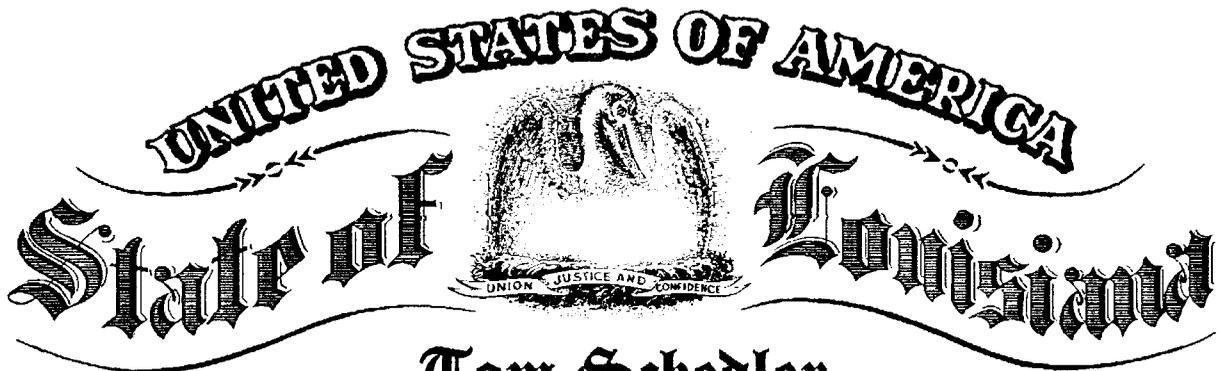
TAX

PENALTY

[REDACTED]

0.50

[REDACTED]



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

B HOLD ENTERPRISES, LLC

Domiciled at EDGARD, LOUISIANA,

Was filed and recorded in this Office on June 16, 2016,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

June 17, 2016

Secretary of State

SC 42302713K



Certificate ID: 10721747#6QK73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



June 17, 2016

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of B HOLD ENTERPRISES, LLC was received and filed on June 16, 2016.

SC 42302713K

ARTICLES OF ORGANIZATION : UNITED STATES OF AMERICA
OF : STATE OF LOUISIANA
B HOLD ENTERPRISES, LLC : PARISH OF ORLEANS

BE IT KNOWN, that on this 8th day of June in the year of Our Lord Two Thousand Sixteen (2016), and of the independence of the United States of America. BEFORE ME, L. J. Perodin, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED:

GALA HOLDEN

who declared to me, in the presence of the undersigned competent witnesses, residing in the Parish and State aforesaid, that availing himself to the provisions of LA R.S. 12:1301, do by these presents, form and organize himself, as well as all other such persons who may hereafter join or become associated with his successors and assigns, into a limited liability company pursuant of the said law for the objects and purposes and under the covenants, stipulations and agreements and in accordance with the following Articles of Organization, to wit:

ARTICLE I

The name and title of this limited liability company shall be:

B HOLD ENTERPRISES, LLC

ARTICLE II

The objects and purposes of this limited liability company are to engage in any lawful activity for which limited liability companies may be formed under R.S. 12:1301 states, and generally to do each and every lawful act pertinent to the foregoing.

ARTICLE III

The life of the LLC shall be perpetual. The company will terminate on the occurrence of death, resignation, expulsion, or bankruptcy to a member.

ARTICLE IV

GALA HOLDEN

is designated as the company's registered agent.

ARTICLE V

The responsibility and affairs of this limited liability company shall be vested. **GALA HOLDEN**, who shall provide such by-laws as may be needed from time to time.

ARTICLE VI

The name and address of the organizer(s) are:

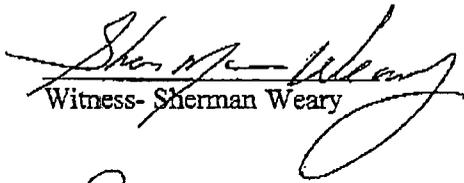
GALA HOLDEN
1963 HWY 18
EDGARD, LA 70049

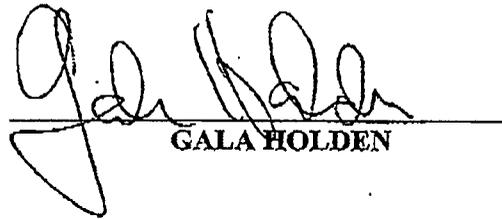
ARTICLE VII

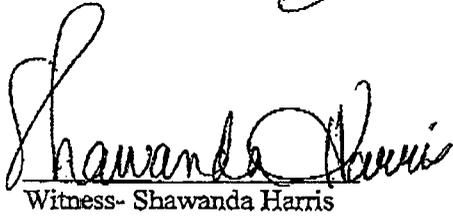
All members are liable in their capacity as members of this LLC.

THUS DONE AND PASSED, in my office in New Orleans, Louisiana, on the day, month, and year herein first above written, in the presence of competent witnesses,

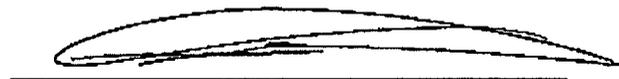
who hereunto sign their names with the said appearer(s) and me, Notary, after reading of the whole.


Witness- Sherman Weary


GALA HOLDEN


Witness- Shawanda Harris




L. J. Perodin, Notary Public Only
Notary # 2076

B HOLD ENTERPRISES, LLC

INITIAL REPORT

I. Organization's Registered Office:

1963 HWY 18
EDGARD, LA 70049

Mailing Address:

1963 HWY 18
EDGARD, LA 70049

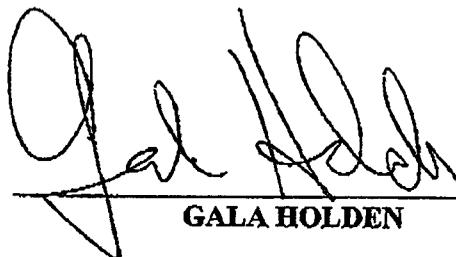
II. Registered Agent:

GALA HOLDEN
1963 HWY 18
EDGARD, LA 70049

III. Members:

1) GALA HOLDEN
1963 HWY 18
EDGARD, LA 70049
50% INTEREST

2) CHARO HOLDEN
1963 HWY 18
EDGARD, LA 70049
50% INTEREST



GALA HOLDEN

(DOMESTIC/FOREIGN)

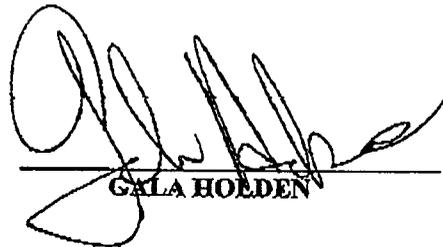
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987**

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

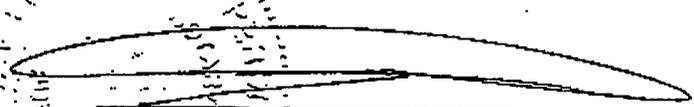
PARISH/COUNTY OF ORLEANS

On this 8TH day of JUNE, 2016, before me, a Notary Public in and for the state and Parish aforesaid, personally came and appeared GALA HOLDEN, who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent for B HOLD ENTERPRISES, LLC which is a limited liability company authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.



GALA HOLDEN

Subscribed and sworn to before
me on the day, month, and year
first above set forth



L. J. Perodin, NOTARY PUBLIC ONLY
Notary Identification # 2076

NOTE: If the agent is a Corporation authorized to act as an agent then the affidavit must be executed by an officer of the corporation.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-20-2016

Employer Identification Number:
81-2988894

Form: SS-4

Number of this notice: CP 575 B

B HOLD ENTERPRISES LLC
GALA HOLDEN MBR
1963 HIGHWAY 18
EDGARD, LA 70049

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2988894. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 14th, 2016

Division A

Larry Sampson, Jr.
502 Hwy. 18 River Road
Edgard, LA 70019
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B

Jaclyn S. Hotard
1805 W. Airline Hwy
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 14th, 2016.

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-350-6338

“Councilman Becnel moved and Councilman Wright seconded the motion to grant administration authorization to amend the following grass cutting contracts to include additional services: RRJ Construction LLC, Cypress Land Contractors, LLC, Mighty Mowers Lawn & Landscape, LLC, BHold Maintenance, B&D Tractor Services Inc., Hymel’s Turf and Landscape, LLC, St. John Grass Cutting & Maintenance, LLC. The motion passed with Councilwoman Hotard absent.”

District II

Julia Remondet
P.O. Box 2680
Reserve, LA 70084
Cell 504-350-7339

District III

Lemix Mathere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

CERTIFICATION

District IV

Maurice Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

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 14th day of June, 2016.

June 14th, 2016

District V

Michael P. Wright
1805 W. Airline Hwy
LaPlace, LA 70068
Cell 504-717-3936

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council



District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Ruddy Bow
1805 W. Airline Hwy
LaPlace, LA 70068
Cell 985-793-2648



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AMENDMENT TO CONTRACT FOR GRASS CUTTING SERVICES

CONTRACT

Be it known, that on this 10th day of February, 2015 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") hereby amends its contract with, Charo Bossier and Gayla Holden d/b/a BHold Maintenance, 138 Phillip, Edgard, LA 70049, (504) 236-5893 (hereinafter sometimes referred to as "Contractor") under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform grass cutting and related services at certain parish facilities or properties, as stated in Exhibit A: Statement of Work.

Payment Terms

In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Fee Schedule.

All payments must be approved by the Purchasing Director.

Monitoring Plan

This contract shall be monitored by the Public Works Director. 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.

Termination Clause

The Parish may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract.

Insurance

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C, Insurance Requirements.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Auditors

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This amendment shall terminate on **June 30, 2017**. The Parish may extend the term of this contract for one year by written notice to the Contractor within thirty (30) days of its termination date. If the Parish exercises this option, the Contractor's fees shall be adjusted upward by 3% at the beginning of the third year. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or 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 cause 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 contract shall, for any reason(s), 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 contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor certifies 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 further certifies 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, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must complete the E-Verify Affidavit, stating affirmatively 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 a contract with Saint 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 verifies 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

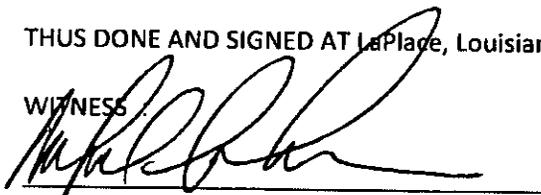
The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

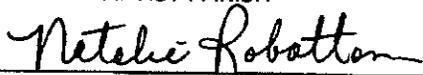
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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

WITNESS



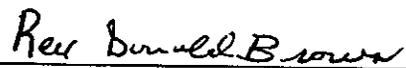
ST. JOHN THE BAPTIST PARISH

By: 

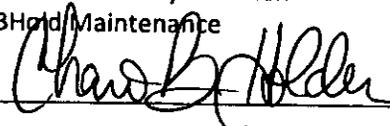
Natalie Robottom

Title: Parish President

WITNESS :



Charo Bossier and Gayla Holden
d/b/a BHold Maintenance

By: 

Title: Owner

Exhibit A
STATEMENT OF WORK

- I. Contractor shall maintain grounds in accordance with customary industry standards, including trimming, and keeping both sides of fence lines free of growth. Contractor shall use any and all procedures required in the performance of grass cutting and grounds maintenance according to industry standards and/or required by any regulatory agency. The contractor shall be responsible for any damage done to the Parish's grounds, including any and all other property or any damage done to Parish employees, employees' property, or neighbors' property. The contractor shall repair any such damage done returning the grounds and/or property damaged to its pre damaged state. If the Parish judges that it is more expedient to have the damage repaired themselves, then the cost of such repairs will be deducted from any amounts due the contractor or collected from the contractor.
- II. Contractor shall provide and maintain a day and time schedule of when he expects to complete each cut. The contractor shall be responsible for securing the facility during and after any period of time that services are being performed.
- III. **Mowing Cycles:** Normal cutting cycles shall be thirty-six (36) times per year and as follows:
 - a. Once a month in December and January (cut in the first week of each month or at the Parish's request. (two times)
 - b. Twice a month in October, November, February, and March. (eight times)
 - c. Once a week in April, May, June, July, August, and September. (twenty-six times) All cutting shall be done with finish cut equipment.
- IV. **Mowing:** Contractor shall mow all areas using "finish cut" equipment. Grass clippings or debris caused by mowing shall be removed from adjacent walks, drives, gutter and curbs or surfaces on the same day as mowing. Mowing will not be permitted when weather conditions will result in damage to turf or lawn. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the grass area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.
- V. **Grass Height:** Grass height shall be maintained to an average of one (1) to two (2) inches.
- VI. **Trimming:** Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand power shears or rotary nylon, "fish line" cutting machines or by chemical control. Grass shall be trimmed at the same height as adjacent turf or lawn is mowed. Areas requiring trimming include, but are not limited to, fences, walls, poles, electrical boxes, tree rings, sprinklers, asphalt edges, plant beds and all other objects as required by designated Parish representative.

The base around all structures, trees, poles, signs, fences, shall be trimmed. Special care shall be given to trimming around small trees and shrub beds so as not to inflict damage to the bark of the trees and shrubs. Trees and plants damaged by trimming shall be replaced at the expense of the Contractor.
- VII. **Edging:** Contractor shall mechanical edge by all sidewalks, drains, driveways, fence lines, flower

beds, and the main/front entrance of all buildings. Walkways and driveways are to be swept or blown free of debris after every cutting. Edging shall be performed to result in neat vertical uniform lines and uniform depths.

VIII. Chemicals/Herbicides (if needed): All personnel involved in the handling and application of chemical herbicides or other regulated materials are to be properly trained, certified, and licensed by the governing authorities. All legally required State and Local certifications and licenses must be maintained as current during the entire contract term. Copies of the legally required certifications and licenses shall be provided to the Parish.

IX. Invoices: Contractor shall submit invoices to the Parish's Accounts Payable Department by the 10th day of each month. The invoices will be for any and all individual cuts, at the awarded per cut price, performed during the month. The Contractor shall attach a properly executed completion form for each cut to the invoices. The Parish will match completion forms to cuts invoiced and pay for only those cuts for which completion forms are submitted. Contractor will not be paid for partial cuts. Payment on invoices will be submitted within thirty (30) days after submission of the invoice.

X. Completion Forms: Contractor shall be responsible for obtaining the proper signatures on all completion forms. A list of authorized signers will be provided to Contractor prior to beginning work on the contract.

Location(s):

Reserve

40th Juvenile

Animal Shelter

Reserve Senior Center

Rosenwald Blvd. Median

Office of Motor Vehicles

National Guard Readiness Center

Garyville

Ezekiel Jackson Park

Garyville Utilities

Garyville Northern & Plantation Oaks Median

Wallace

Veterans Memorial Bridge & Hwy 18 Right of Ways

Edgard

Moll Canal Boat Launch, Hwy 3127

Exhibit B
Fee Schedule

Contractor will perform the services required under this contract at the rates specified below:

Original Contract Location

<u>Reserve</u>	<u>Per cut</u>
40 th Juvenile	\$ 40.00
Animal Shelter	\$100.00
Reserve Senior Center	\$130.00

<u>Garyville</u>	
Ezekiel Jackson Park	\$350.00
Garyville Utilities	\$ 40.00

Original Contract Amount: $\$660.00 \times 36 \text{ cuts per year} = \$23,760.00$

Amended Contract Location

Reserve
Rosenwald Blvd. Median
Office of Motor Vehicles
National Guard Readiness Center

Garyville
Garyville Northern & Plantation Oaks Median

Wallace
Veterans Memorial Bridge & Hwy 18 Right of Ways

Edgard
Moll Canal Boat Launch

Amended Contract Amount : $\$800.00 \times 36 \text{ cuts per year} = \$28,800.00$

Total Contract including amendment: \$52,560.00

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 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:

- Employers' liability limits of \$100,000/\$500,000/\$100,000
- Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B) Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

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

- \$500,000 each occurrence limit
- \$1,000,000 general aggregate limit other than products – completed operations
- \$500,000 personal and advertising injury limit
- \$500,000 products/completed operations aggregate limit
- \$50,000 fire damage limit
- \$5,000 medical expense limit (desirable but not mandatory)
- 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
- Some contracts may require Protection and Indemnity coverage. This should be verified 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:

- \$10,000/\$20,000/\$10,000
- 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

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

The Contractor must be properly licensed and certified by any and all regulatory agencies (State Department of Agriculture, Occupational License) requiring licensing certification with regard to this proposal including: Ground owner/operator license, Right of Way certification, Ornamental and Turf Certification, and Landscape Horticulture license. Evidence of all licensure(s) must be provided with the proposal.

Licenses and Taxes

A Ground Owner Operator License is required if applying any pesticide by ground.

A Right of Way certification is required if applying any pesticide at industrial sites, including but not limited to, water tower, waste water plant, and water plant sites.

An Ornamental and Turf certification is required if applying any pesticide at recreation and park sites.

A Landscape Horticulturist License is required for flower bed and landscape maintenance. If cutting, trimming, or pruning trees less than ten (10) feet tall and with branches less than two (2) inches in diameter, a Landscape Horticulturist License is needed.

Any chemical spraying may be sub-contracted to a person and/or company possessing the necessary pesticide licenses. Contractor may also choose an alternative approach to chemical spraying.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

February 11th, 2015

Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, February 10th, 2015.

District I
Art Smith
192 E. 12th Street
Edgard, LA 70049
Cell 985-379-6028

“Councilman Gauff moved and Councilman Smith seconded the motion to grant administration authorization to amend the contract with BHold Maintenance to include additional grass cutting services. The motion passed with Councilwoman Millet absent.”

District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

CERTIFICATION

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

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 10th day of February, 2015.

District IV
Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V
Michael P. Wright
16 Windsor Court
LaPlace, LA 70068
Cell 504-717-3936

February 11th, 2015

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Cheryl Millet
1925 Ridgefield Drive
LaPlace, LA 70068
Cell 985-296-6046

St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

ORIGINAL

CONTRACT

Be it known, that on this 26 day of June, 2014 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **BHold Maintenance, 138 Phillip, Edgard, LA 70049, (504) 236-5893** (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform grass cutting and related service at certain parish facilities or properties, as stated in **Exhibit A: Statement of Work**.

Payment Terms

In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Fee Schedule.

All payments must be approved by the **Purchasing Director**.

Monitoring Plan

This contract shall be monitored by the **Chief Administrative Officer**. 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.

Termination Clause

The Parish may terminate the Contract at any time by giving **thirty (30) days written notice to the Contractor**. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract.

Insurance

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C, Insurance Requirements.

Non-assignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Auditors

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on **July 1, 2014** and shall terminate on **June 30, 2017**. The Parish may extend the term of this contract for one year by written notice to the Contractor within thirty (30) days of its termination date.

Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or 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 cause 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 contract shall, for any reason(s), 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 contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor certifies 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 further certifies 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, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must complete the E-Verify Affidavit, stating affirmatively 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 a contract with Saint 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 verifies 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 26 day of June, 2014.

WITNESS:

PARISH:

ST. JOHN THE BAPTIST PARISH

Delma J. A. B. Fochs

By:

Natalie Robottom

Natalie Robottom

Title:

Parish President

WITNESS:

CONTRACTOR:
BHOLD MAINTENANCE

Rex Brown

By:

Charo B. Holden

Title:

Owner

licenses must be maintained as current during the entire contract term. Copies of the legally required certifications and licenses shall be provided to the Parish.

IX. Invoices: Contractor shall submit invoices to the Parish's Accounts Payable Department by the 10th day of each month. The invoices will be for any and all individual cuts, at the awarded per cut price, performed during the month. The Contractor shall attach a properly executed completion form for each cut to the invoices. The Parish will match completion forms to cuts invoiced and pay for only those cuts for which completion forms are submitted. Contractor will not be paid for partial cuts. Payment on invoices will be submitted within thirty (30) days after submission of the invoice.

X. Completion Forms: Contractor shall be responsible for obtaining the proper signatures on all completion forms. A list of authorized signers will be provided to Contractor prior to beginning work on the contract.

Location(s):

1. Buildings

Garyville Utilities
40th Juvenile
Animal Shelter
Reserve Senior Center

2. Parks

Ezekiel Jackson Park

Exhibit B
Fee Schedule

Contractor will perform the services required under this contract at the rates specified below:

Garyville Utilities	\$ 40.00 per cut
40 th Juvenile	\$ 40.00 per cut
Animal Shelter	\$ 100.00 per cut
Reserve Senior Center	\$ 130.00 per cut
Ezekiel Jackson Park	\$ 350.00 per cut

Total Contract: \$660.00 x 36 cuts per year = \$23,760.00

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 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:

- Employers' liability limits of \$100,000/\$500,000/\$100,000
- Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B) Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

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

- \$500,000 each occurrence limit
- \$1,000,000 general aggregate limit other than products – completed operations
- \$500,000 personal and advertising injury limit
- \$500,000 products/completed operations aggregate limit
- \$50,000 fire damage limit
- \$5,000 medical expense limit (desirable but not mandatory)
- 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
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The limits for "C" above shall not be less than:

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The Contractor must be properly licensed and certified by any and all regulatory agencies (State Department of Agriculture, Occupational License) requiring licensing certification with regard to this proposal including: Ground owner/operator license, Right of Way certification, Ornamental and Turf Certification, and Landscape Horticulture license. Evidence of all licensure(s) must be provided with the proposal.

Licenses and Taxes

A Ground Owner Operator License is required if applying any pesticide by ground.

A Right of Way certification is required if applying any pesticide at industrial sites, including but not limited to, water tower, waste water plant, and water plant sites.

An Ornamental and Turf certification is required if applying any pesticide at recreation and park sites.

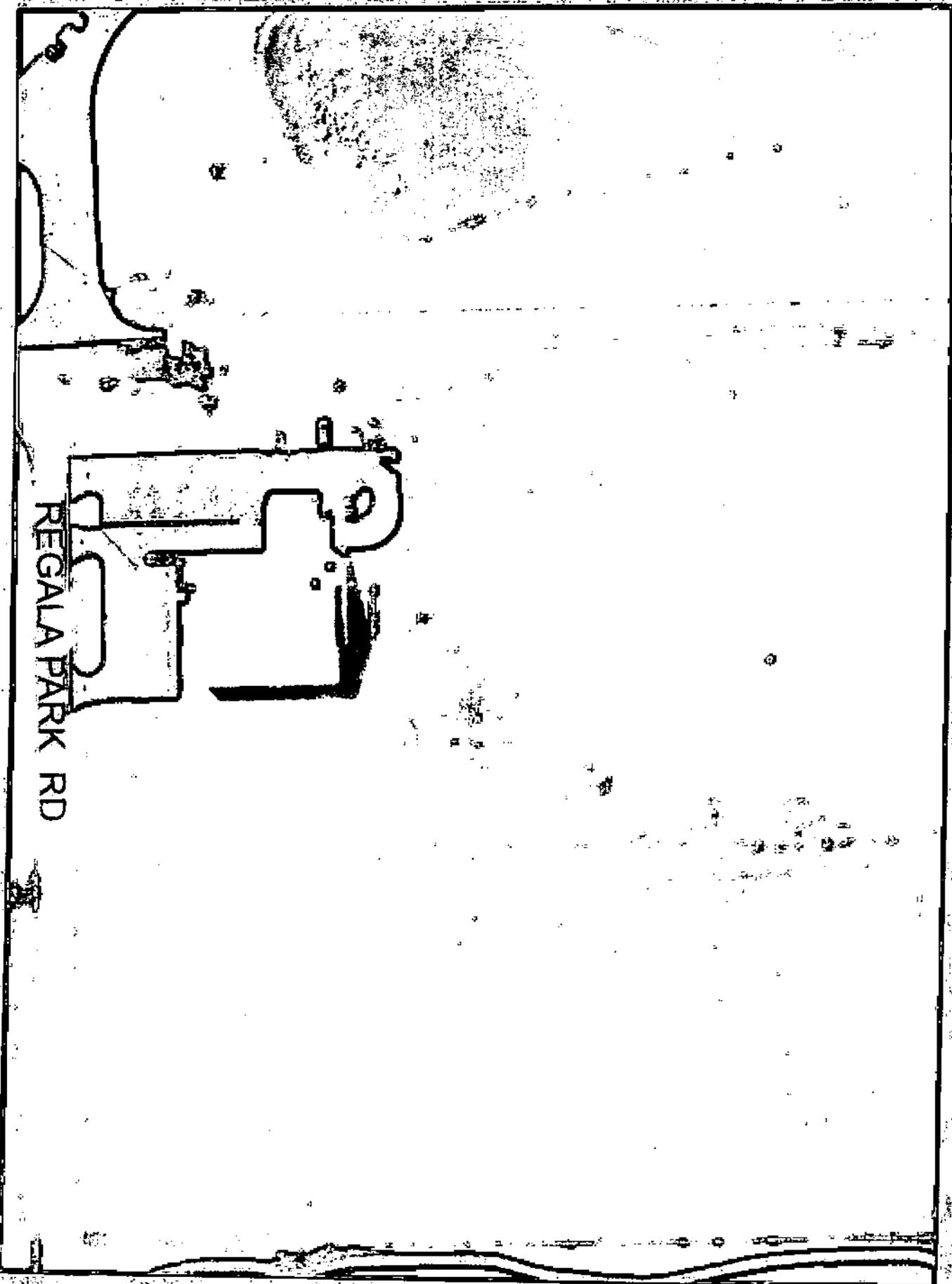
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Any chemical spraying may be sub-contracted to a person and/or company possessing the necessary pesticide licenses. Contractor may also choose an alternative approach to chemical spraying.

Legend
□ Outlines

Senior Citizens Building
214 Regala Park Road

189,853 Square Feet

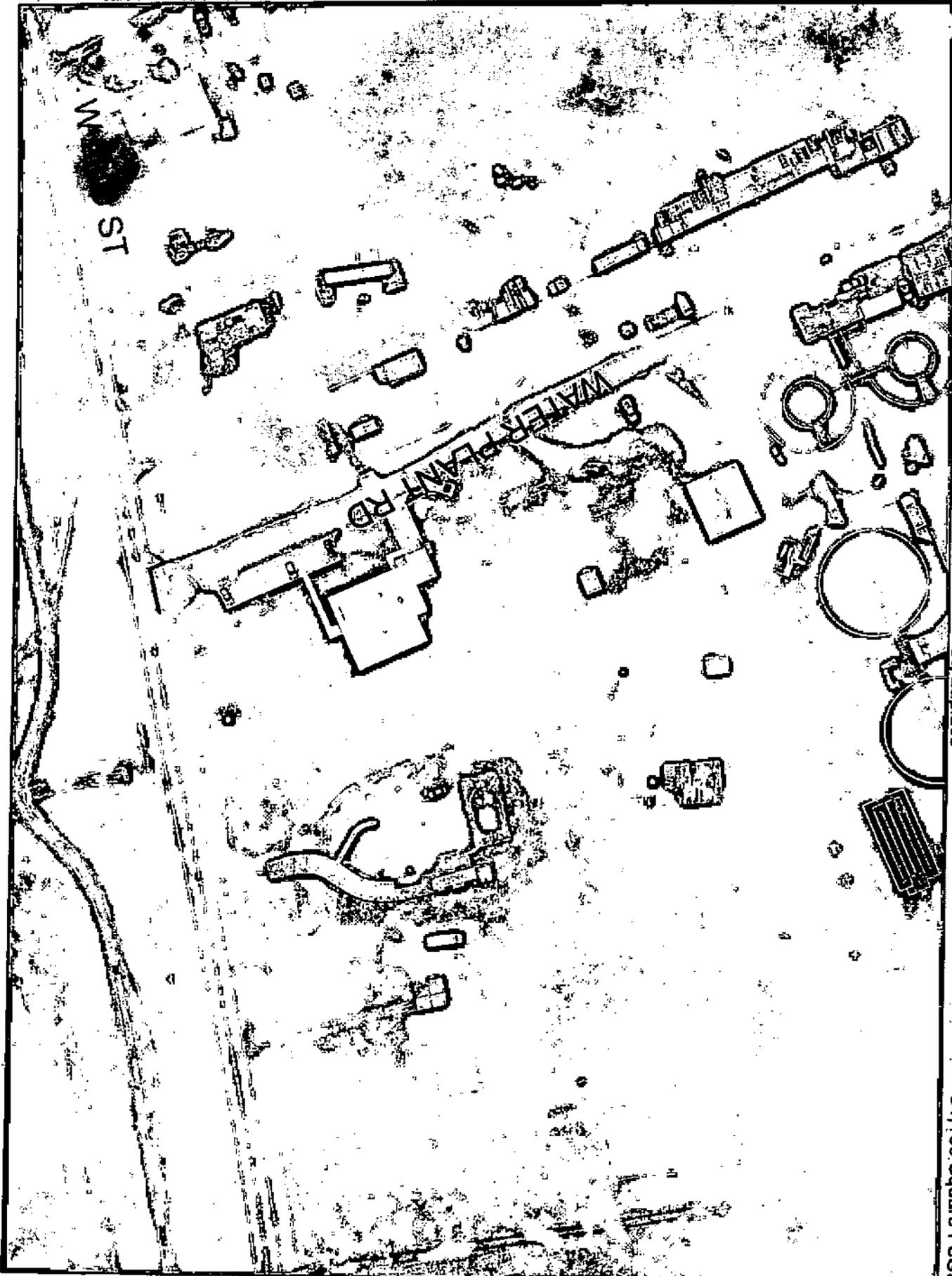


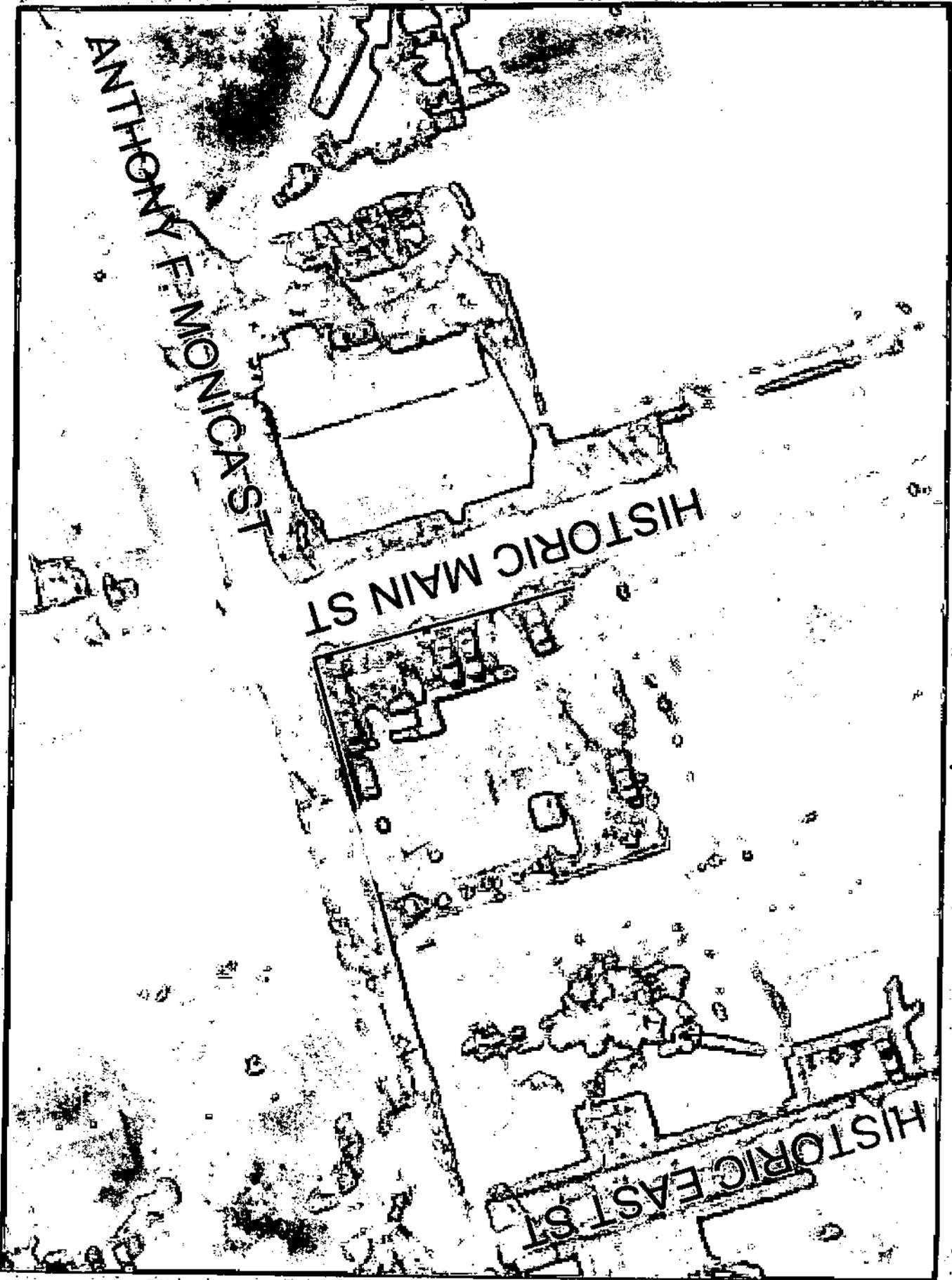
REGALA PARK RD

Legend
[] cut area

Animal Shelter
488 West 2nd St. Laplace

94,166 Square Feet





Legend
□ 04.000

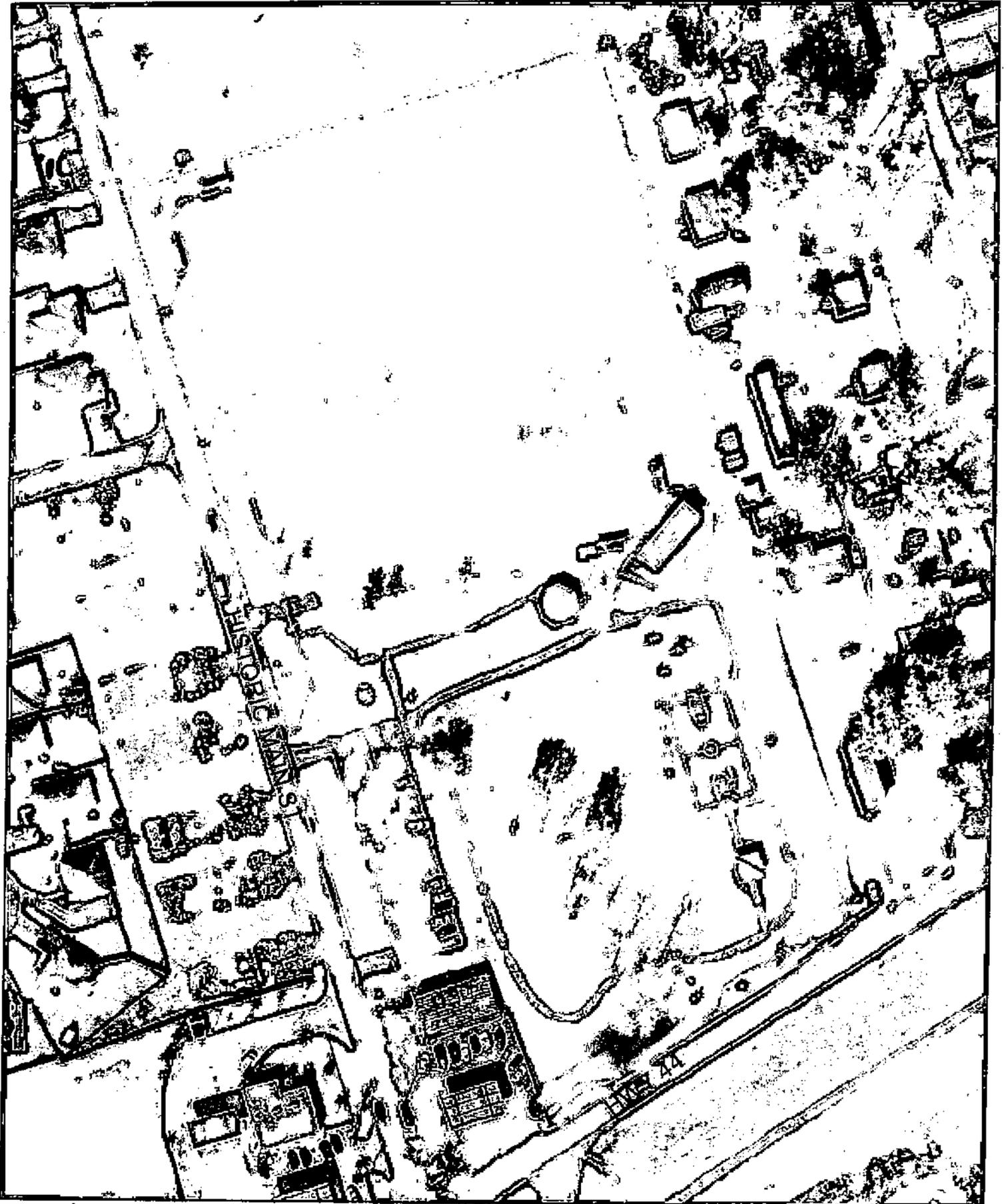
St. John Utilities Office
492 Historic Main Street, Garyville

14,077 Square Feet

344,369 SQ FT

EZEKIEL JACKSON PARK
130 HISTORIC MAIN ST, GARYVILLE

-90 36.777359
30 02.712054





ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 11th, 2014

*Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585*

*Division B
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LaPlace, LA 70068
Cell 985-379-6061*

*District VII
Cheryl Miller
1925 Ridgefield Drive
LaPlace, LA 70068
Cell 985-296-6046*

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 10th, 2014.

“Councilman Smith moved and Councilman Gauff seconded the motion to grant administration authorization to award the grass cutting services contracts to B&D Tractor Services, Inc. at \$53,280.00, Hymel’s Turf & Landscape, LLC at \$46,440.00, St. John Grass Cutting & Maintenance, LLC at \$51,300.00 and BHold Maintenance at \$23,760.00. The motion passed with 7 yeas, 1 against (Millet) and 1 absent (Hotard).”

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 10th day of June, 2014.

June 11th, 2014

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council