# Change Order Request

*The Luster Group, LLC*
*121 West. 8th St.*
*Reserve, LA 70084*
*225-636-2414*

Date: 09.19.2016
Owner: St. John the Baptist Parish Council
Contractor: The Luster Group, LLC
Project name: Westbank Sidewalk Improvements
Change Order # : # 1

Original contract date:

| **You are directed to make the following changes in this contract:** | |
|---|---|
| | |
| Total Cost | $ 16,650.00 |
| Overhead & Profit | $ 00.00 |
| Bond | $ 570.00 |
| Total Change Cost | $ 16,650.00 |
| | |
| | |

| | |
|---|---|
| The original contract sum was: | $153,000.00 |
| Net amount of previous change orders: | $0.00 |
| Total original contract amount plus or minus net change orders: | $ |
| Total amount of this change order: | $16,650.00 |
| The new contract amount including this change order will be: | $169,650.00 |
| The contract time will be changed by the following number of days: | Add (7) Calendar days |
| The date of completion as of the date of this change order is: | |

**Contractor:**

Company name
The Luster Group, LLC

Address
121 West 8th.

City, State, Zip
Reserve, LA 70084

Signature and Date:
9-30-2016

**Owner:**

Natalie Robottom
Name

1801 W Airline Hwy
Address

LaPlace, LA 70068
City, State, Zip

Natalie Robottom 10/19/16
Signature and Date:

# CHANGE PROPOSAL REQUEST

THE LUSTER GROUP LLC | 1520 THOMAS H. DELPIT DR. SUITE 142 | BATON ROUGE, LA 70802

225-636-2414 | 225-329-6573 | INFO@THELUSTERGROUP.COM

CUSTOMER

St. John the Baptist Parish Council

CHANGE ORDER NO.

1

DATE

9/19/2016

ADDRESS

1801 W. Airline Highway

CITY/STATE/ZIP

LaPlace, LA

PHONE

985.652.9569

E-MAIL

b.nunes@stjohn-la.gov

PROJECT MGR.

Floyd Luster Jr.

PROJECT

West Bank Sidewalk Improvements

PREPARED BY:

Floyd Luster Jr.

ATTENTION

***Brian Nunez/Russell Jack***

PAYMENT TERMS

***TBD***

DUE DATE

***tbd***

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| **300** | Additoinal Square Yards of Sidewalks | $50.50 | **$15,150.00** |
| **10** | Additional ADA Ramps | $150.00 | **$1,500.00** |

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

| | |
|---|---|
| SUBTOTAL | **$16,650.00** |
| OHP RATE | **0.00%** |
| OHP | |
| Bond | |
| TOTAL | **$16,650.00** |

**Sign Here to Accept Quote:**

Authorized Rep

Date

# ST. JOHN THE BAPTIST PARISH COUNCIL

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

*Division A*
*Larry Sorapuru, Jr.*
*502 Hwy. 18 River Road*
*Edgard, LA 70049*
*Cell 504-218-9049*

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

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

*District II*
*Julia Remondet*
*1805 W. Airline Hwy.*
*LaPlace, LA 70068*
*Cell 504-330-7739*

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

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

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

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

*District VII*
*Raj Pannu*
*2169 Augusta Drive*
*LaPlace, LA 70068*
*Cell 504-417-3282*

***October 12th, 2016***

***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, October 11th, 2016.***

***"Councilman Madere moved and Councilman Sorapuru seconded the motion to grant administration authorization to execute Change Order No. 1 with The Luster Group, L.L.C. for the West Bank Sidewalks. 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 11th day of October, 2016.***

***October 12th, 2016.***

SEAL

***Jackie Landeche***
***Council Secretary***
***St. John the Baptist Parish Council***

ST. JOHN
THE BAPTIST PARISH

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

**CONTRACT FOR**
WESTBANK SIDE WALK REPAIRS

Be it known, that on this 26 day of January, 2016, **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**") and **The Luster Group, LLC. (**hereinafter referred to as "**CONTRACTOR**"), do hereby enter into this "**Contract**" under the following terms and conditions.

**SCOPE OF SERVICES**
The services to be performed by Contractor for the Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work.**

**PAYMENT TERMS**
In consideration of the services described above, Parish hereby agrees to provide compensation to the Contractor in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule.**

All payments must be approved by the **Program Manager** and the **Director of Public Works.**

The Contractor shall submit to the Program Manager its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. The Program Manager shall review, adjust as necessary, and forward to Parish for Payment. Parish shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Contractor within 30 calendar days after receipt of Contractor's monthly invoice.

## INSURANCE

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

## MONITORING PLAN

This Contract shall be monitored by the **Program Manager** and **Director of Public Works** 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. The contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

## TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract 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

Parish may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor failure.

## TERMINATION FOR CONVENIENCE

Parish may terminate this 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, 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 expense, at termination or expiration of this Contract.

## NON-ASSIGNABILITY

Contractor shall not assign any interest in this Contractor by assignment, transfer, or novation, without prior written consent of Parish. 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 contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

## AUDITORS

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

## TERM OF CONTRACT

This Contractor shall begin on the date referenced on the notice to proceed and shall be for a term of one hundred twenty (120) days for the project and with the option to extend the contract in thirty (30) day intervals up to three (3) times at the discretion of the Parish.

## 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 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 Contractor 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 Contract, and in such an event, this Contractor shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this Contractor, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

| **If to Parish:** | **If to Contractor:** |
|---|---|
| ATTN: Parish President<br>St. John the Baptist Parish<br>1801 W. Airline Hwy.<br>LaPlace, Louisiana 70068 | ATTN: Floyd Luster Jr<br>The Luster Group, LLC<br>121 West 8th Street<br>Reserve, LA 70084 |

## EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, 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, contractors' 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 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 contract, other than persons regularly employed by Contractor. Contractor further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, 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, engineer 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 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 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**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 21 day of March 2015.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

CONTRACTOR
THE LUSTER GROUP, INC.

By: _____
Floyd Luster Jr.
President

**Exhibit A**
**Statement of Work**

## PROJECT DESCRIPTION

SCOPE

The project consists of the removal and replacement of existing concrete sidewalks on the West Bank of St. John the Baptist Parish. Typical width of sidewalks is typically 3 ½ feet to 4 feet. The work consists of removing of the existing sidewalks and the construction of new Portland Cement Concrete sidewalks in those areas in accordance with these specifications. Areas for sidewalk replacement will be designated and marked by the Public Works Department. These concrete areas shall be paid on a per square yard basis. The square yard unit price shall be all inclusive and shall include all labor and materials for the removal and replacement of the sidewalks. St. John Parish reserves the right to keep all broken/removed concrete with the contractor being responsible for delivery to a designated storage yard at no additional cost to the Parish. Handicap ramps will be installed at designated locations. These ramps shall be paid on a per ramp basis. Each unit shall include all labor and materials for installation.

## GENERAL OVERVIEW

I. PRECAUTIONS

A. Underground Utilities and Obstructions

It is the Contractor's responsibility to locate and underground utilities or obstructions and not damage them. The Contractor shall be responsible for any damage done. The Contractor is required to call Louisiana One Call prior to digging or excavating at all locations.

B. Flow Drains and Sewers

Adequate provisions shall be made for flow of sewers, existing drain lines, water mains, gas lines, telephone cables, etc., encountered during construction, and the structures which may have been disturbed shall be satisfactorily restored upon completion of work.

C. Property Protection and Traffic Control

Trees, fences, shrubbery, poles, and all other property on adjoining private property shall be protected unless their removal is authorized and any property damaged shall be restored by the Contractor. Excavations and paving preparations shall be conducted in a manner to cause the least interruption to traffic. Where pedestrians must cross open trenches, the Contractor shall provide suitable trenches. All barricades and construction signs will be placed in accordance with the requirements as set forth in the Louisiana Department of Transportation Specifications as last revised.

## II. GRADING AND EARTHWORK

### A. General for Paved Areas

Those proposed areas to be paved and requiring such shall be scraped of its existing surface by use of appropriate equipment and excavated down to the necessary grades for placement of forms. Any excavated spoils shall be loaded and transported to nearby areas as determined by the Parish. Grading, placing of materials, and compacting shall conform to the surrounding areas as directed by the Parish Director of Public Works. This work shall be done in accordance with the requirements of Section 203 of the Standard Specifications for Road and Bridge Construction of the State of Louisiana Department of Transportation and Development.

### B. Compaction

The backfill material shall be mechanically compacted to within ninety percent (90%) of the maximum density as determined by AASHTO T-180. COMPACTION OF BACKFILL WITHIN THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF HIGHWAYS RIGHT OF WAY SHALL BE EQUAL TO OR EXCEED THE DENSITY OF THE SURROUNDING UNDISTURBED GROUND.

### C. Weather Conditions

No fill materials shall be placed, spread or rolled during unfavorable weather conditions. When the work in interrupted by heavy rain, fill operations shall not be resumed until the moisture content and density of the fill are as previously specified.

## III. SIDEWALKS AND HANDICAP RAMPS

The sidewalks and handicap ramps shall be constructed in accordance with Section 706 of the Louisiana Standard Specifications of Roads and Bridges, as last revised and the concrete shall be in accordance with Section V of these specifications. The sidewalks shall vary in width to match the existing sidewalks. The location of handicap ramps shall be as determined by the Parish Director of Public Works or his designated representative.

## IV. CONCRETE

### A. Material and Mix

All materials used for concrete and the design of all concrete missed, shall conform with the recommendations of the American Concrete Institute (ACI 613-54). All concrete shall develop a twenty-eight (28) day compressive strength of 3000 psi. The contractor shall pay for the services of an independent testing laboratory, approved by the Parish to design the mixes, take samples, and test all concrete poured. If any should fail to meet the strength requirements, the structure shall be removed as necessary to remove defective concrete and shall then be rebuilt.

B. Forms

Construct all forms accurately to the dimensions and lines shown and braced so as not to yield. All forms for contact with concrete shall have a smooth, dense surface (i.e. such as tempered Masonite) without any flaws or imperfections. The alignment of the forms shall be checked frequently during the placing of concrete. If any movement occurs, stop the pacing of concrete until the proper alignment is restored.

C. Reinforcement

Bars shall be intermediate grade steel in accordance with ASTM Designates A 303-305. Welded wire mesh shall conform to ASTM, A 185.

All reinforcement shall be fabricated and placed in accordance with ACI 318063. Welded wire mesh shall be lapped 6-inches at all edges.

The Parish shall be notified at least twenty-four (24) hours before the pouring of any concrete is to be started and such pouring shall not be started until the reinforcement has been approved as placed.

D. Placing and Finishing

The mixing, placing, and finishing of the concrete shall comply with ACI-614-59. All exposed concrete shall be given a light broom finish with no trowel marks remaining. No cement shall be dusted on the surface. All concrete shall be cured by coating with an approved curing membrane, or by keeping it wet for at least three (3) days after pouring. After the forms are stripped, all exposed form-surfaces of concrete shall be pointed as needed and rubbed to a uniform finish

V. CLEAN-UP

Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders, and restore all disturbed areas including street crossings and grass plots to as good a condition as existed before work started. All trenches shall be leveled and loose material removed from pavement, gutters, and sidewalks, employing hand labor if necessary.

VI. PAYMENT AND CONTRACT TIME

The Contractor shall complete the work in accordance with the set bid unit cost figures for labor, materials and equipment. The Contractor shall be paid according to the unit cost figures.

The Contractor shall submit all partial pay invoices to the Public Works Department, and upon approval, pay request shall be submitted to St. John the Baptist Parish Finance Department and payment made within thirty (30) days.

The Contractor shall warrant this project in writing against all defective materials and workmanship, hereinafter for a period of one (1) year from the time of completion of the project.

## Exhibit B
## PRICE SCHEUDLE

| Item | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| 4-Inch Concrete sidewalk paving<br>With wire mesh (10 ga) and 3/8" Dia Dowels | 3000sy | $ 50.50 | $151,500.00 |
| Handicap Ramp | 10each | $150.00 | $ 1,500.00 |

This contract between the PARISH and the CONTRACTOR is in a not to exceed amount of $153,000.00

**EXHIBIT C**
**INSURANCE REQUIREMENTS**
**St. John the Baptist Parish Council**
**1801 West Airline Highway**
**LaPlace, LA 70068**

CONSULTANT 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) Employer's 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 verified with Insurance Dept./Legal Dept.
3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included 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) Owner's 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 shall be included on the certificate.**
9) 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 CONSULTANT.

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 shall be included on the certificate.**

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

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

1) $1,000,000.00
2) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

**OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.**

## CERTIFICATES

**All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. 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.**

## LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.

**E-VERIFY AFFIDAVIT**

**STATE OF LOUISIANA**

**PARISH OF** East Baton Rouge

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, Floyd Luster Jr., the owner/authorized representative of

The Luster Group, LLC

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, 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 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. The Contractor hereby 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.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

9/2013
Date E-Verify ID Assigned

Floyd Luster Jr.
Printed Name of Signatory

703794
E-Verify ID

Managing Member
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF 11th February 2016

Notary Signature

Printed Notary Name: Michael Jackson

Notary/Bar Roll Number: 22805

My Commission is For/Expires: Life

**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** Saint John the Baptist

**PARISH/COUNTY OF** Louisiana

**Before me**, the undersigned authority, came and appeared,

I, Floyd Luster Jr., the owner/authorized representative of

The Luster Group, 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, 1801 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 | SUBSCRIBED AND SWORN BEFORE ME ON THIS 11th DAY OF February 2016 |
| Floyd Luster Jr. | Notary Signature |
| Printed Name of Signatory | Printed Notary Name: Michael Jackson |
| Managing Member | Notary/Bar Roll Number: 22805 |
| Title of Authorized Signatory | My Commission is for/expires on: Life |
| West Bank Sidewalk Repairs. | |
| Project Name/Number | |

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

STATE OF LOUISIANA

PARISH OF St. John the Baptist

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, Floyd Luster Jr., (Appearer) the owner/authorized representative of

The Luster Group, LLC

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

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 herein, including any silent or dormant owner or manager, 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)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, 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)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Contractor's misapplication of payments (R.S. 14:202)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Issuing worthless checks (R.S.14:71)
(i) Malfeasance in office (R.S. 14:134)

The Luster Group, LLC
Name of Bidder

Signature of Authorized Signatory of Bidder

West Bank Sidewalk Repairs
Project Name/Number

Managing Member
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS 11 DAY OF February, 20 16.

Notary Signature

Printed Notary Name: Michael Jackson

Notary/Bar Roll Number: 22805

My Commission is For/Expires: At Death.

FOR-PUBLIC DISPLAY - NON TRANSFERABLE

ISSUED BY

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

# 2015 OCCUPATIONAL LICENSE

No 40331

FLOYD LUSTER, JR.
D/B/A THE LUSTER GROUP, LLC
P O BOX 3052
BATON ROUGE, LA 70821

LICENSE NO. : 40331

TAXPAYER NO. : 2287

DATE OF ISSUE: 4/13/2015

LOCATION:

121 WEST 8TH STREET
RESERVE, LA 70084

LICENSE CLASSIFICATION: 84

CONTRACTOR - GENERAL

Dy Elizabeth Drago

MIKE TREGRE
SHERIFF & TAX COLLECTOR

Natalie Robottom

NATALIE ROBOTTOM
PARISH PRESIDENT

| TAX | PENALTY | TOTAL |
|---|---|---|
| 50.00 | 0.00 | 50.00 |

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

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2016

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

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

**PRODUCER**
John Hendry Insurance Agency
4833 Main Street
P.O. Box 250
Zachary LA 70791

**CONTACT NAME:** Kathy Huffstutter
**PHONE (A/C, No, Ext):** (225) 654-3950 **FAX (A/C, No):** (225) 654-4175
**E-MAIL ADDRESS:** khuffstutter@johnhendryins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Covington Specialty Ins Co. | |
| INSURER B: HomeBuilders SIF | LHBA |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
The Luster Group, LLC
1520 Thomas H Delpit Drive
Suite 142
Baton Rouge LA 70802

**COVERAGES** **CERTIFICATE NUMBER:** CL1571702156 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC<br>OTHER. | X | Y | VBA388704 | 6/27/2015 | 6/27/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>Y | N / A | Y | 15-15355 | 4/1/2015 | 4/1/2016 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

St. John The Baptist Parish Council
1801 W. Airline Highway
LaPlace, LA 70068

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

T Hendry, III/KHUFF

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BANNER INS AGCY INC
5559 PLANK RD
BATON ROUGE, LA 70805
1-225-355-1102

LDI COI 271176 04 11

PROGRESSIVE COMMERCIAL

**Policy number: 02310611-5**
Underwritten by:
Progressive Paloverde Insurance Co
February 13, 2016


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| Additional Insured<br>ST JOHN THE BAPTIST<br>1801 WEST AIRLINE HIGHWAY<br>LAPLACE, LA 70068 | THE LUSTER GROUP<br>1520 THOMAS H DELPIT #42<br>BATON ROUGE, LA 70802 | BANNER INS AGCY INC<br>5559 PLANK RD<br>BATON ROUGE, LA 70805 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies

Policy Effective Date. Jan 30, 2016 Policy Expiration Date: Jul 30, 2016

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $1,000,000 Combined Single Limit |
| Employer's Non-Owned Auto BIPD | $1,000,000 Combined Single Limit |
| Hired Auto Bodily Injury/Property Damage | $1,000,000 Combined Single Limit |

## Description of Location/Vehicles/Special Items

**Scheduled autos only**

2003 CHEVROLET SILVERADO C1500 1GCEK19T03E365692

**Certificate number**

04416A10611

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

Form 5241 LA (02/11)

PROGRESSIVE

**WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Truck Cargo Legal Liability Coverage Form
Commercial General Liability Coverage Form

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

ST JOHN THE BAPTIST PARISH COUNCIL
1801 WEST AIRLINE HIGHWAY
LAPLACE, LA
70068

This endorsement applies to Policy Number: 023106115

Issued to: THE LUSTER GROUP

Endorsement Effective: 2/13/2016 Expiration: 7/30/2016

**All other terms, limits and provisions of this policy remain unchanged.**

# ST. JOHN THE BAPTIST PARISH COUNCIL

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

*Division A*
*Larry Sorapuru, Jr.*
*502 Hwy. 18 River Road*
*Edgard, LA 70049*
*Cell 504-218-9049*

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

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

*District II*
*Julia Remondet*
*PO Box 2680*
*Reserve, LA 70084*
*Cell 504-330-7739*

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

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

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

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

*District VII*
*Buddy Boe*
*1805 W. Airline Hwy.*
*LaPlace, LA 70068*
*Cell 985-703-2648*

***January 27th, 2016***

***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, January 26th, 2016.***

> ***"Councilman Sorapuru moved and Councilman Becnel seconded the motion to grant administration authorization to award the West Bank Sidewalk Repairs to The Luster Group of Reserve, LA (the lowest bidder) in the amount of $153,000.00. The motion passed with Councilwoman Hotard absent."***

***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 26th day of January, 2016.***

***January 27th, 2016***

***Jackie Landeche***
***Council Secretary***
***St. John the Baptist Parish Council***