

REQUEST FOR PROPOSAL

FOR

PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT
GRASS CUTTING SERVICES
PORT PROJECT NO. 24 -301



REQUEST FOR PROPOSAL

PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT

8056 Hwy 23, 3rd Floor, Belle Chasse, LA, 70037

Proposals for Grass Cutting Services

Locations: North of the B-3 property to Pointe Celeste Including Hwy 23 median and 15 feet on each side, Levees in the area, and Port properties with structures

Plaquemines Port Project No. 24-301

Sealed proposals will be received by the Plaquemines Port Harbor & Terminal District at the Plaquemines Port Office, 8056 Hwy 23, 3rd Floor, Belle Chasse, Louisiana, 70037, before 2:30 p.m. (CDT), **Tuesday, 26th day of November 2024**, at which time and date such proposals will be accepted for the Grass Maintenance Services.

All in accordance with specifications/instructions on file at the Plaquemines Port Harbor Terminal District Director of Administration, 8056 Hwy 23, 3rd Floor, Belle Chasse, Louisiana.

Plaquemines Port is an Affirmative Action/Equal Opportunity Employer. The Port does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

The Plaquemines Port Harbor & Terminal District reserves the right to waive any informalities or to reject any, and all proposals. If any further information is required, please call the Plaquemines Port, Director of Administration at (504) 682-7920 or e-mail at swilliams@pphtd.com.

**PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT
BY: CHARLES TILLOTSON
EXECUTIVE DIRECTOR**

Nov 12 & Nov 19, 2024

**BELLE CHASSE, LOUISIANA
Request For Proposal (RFP) for**

GRASS Cutting Services

PROJECT NO. 24-301

INSTRUCTIONS TO AND INFORMATION FOR PROPOSERS' INVITATION

Sealed proposals shall be received by the Plaquemines Port Harbor & Terminal District, 8056 Hwy 23, 3rd Floor, Suite 306, Belle Chasse, LA, 70037 until 2:30 p.m. (CDT), **Tuesday, the 26th day of November 2024.**

Proposal forms must be filled out in ink or typed on the proposal form provided. Proposer shall submit proposals in three (3) complete hard copies, and (1) complete digital copy. Illegibility or ambiguity may constitute justification for rejection of the proposal. Envelopes containing proposals shall be properly addressed and sealed. The Contractor's License Number shall be shown on the outside of the sealed proposal. An Asbestos License by the Prime Contractor shall not be required. If asbestos services are required, Contractor shall provide a Subcontractor with these qualifications.

It is the desire of the Plaquemines Port Harbor & Terminal District to increase the participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in its contracting and procurement programs. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP.

RFP CONTACT INFORMATION

Plaquemines Port Harbor & Terminal District
Attention: Shawna Williams, Purchasing Agent
8056 Hwy 23, 3rd Floor, Suite 304
Belle Chasse, LA 70037

O: (504) 682-7920
swilliams@pphtd.com

DESCRIPTION

Plaquemines Port is hereby requesting written proposals to provide services to be performed at the direction of the Plaquemines Port Executive Director, in support of right-of-way maintenance and operations. The contract awarded will take effect upon authorization from the Plaquemines Port Commissioners and the direct tasking by the Executive Director and will cease at the direction of the Executive Director.

Plaquemines Port will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by Plaquemines Port may be included elsewhere in the solicitation.

PROPOSALS

A. Prices Quoted

Prices quoted shall be stated both in figures only.

Prices quoted in the proposal shall include all costs necessary for complete performance of the work in full conformity with the conditions of the Contract Documents and shall include all applicable federal, state and local taxes, unless the contractor provides proper documentation for tax-exempt status as may be allowed by law.

B. Signature

Proposals shall be signed in ink by a duly authorized representative and the name and post office address of the bidder shall be legibly shown.

C. Envelope

Proposal envelopes shall be clearly labeled with the title of the RFP.

QUALIFICATION OF THE PROPOSER

Proposers must be capable of performing the various items of work proposed upon. Proposers may be required to furnish a statement of their financial resources as may be deemed necessary and to show that they have not failed to carry out all previous contracts.

DATA TO BE OBTAINED FROM ADMINISTRATION

As an aid to proposers, the Executive Director of the Port or his representative may render assistance that may be consistent with the welfare of the Plaquemines Port Harbor & Terminal District, and he shall furnish proposers with such data as he may have available for public information. The extent of this service shall be controlled by the judgment of the Director. Any information or assistance so given will in no way be considered binding on the Plaquemines Port Harbor & Terminal District, nor must proposers wholly rely upon its accuracy.

The Director may go over the grounds with the proposers and may point out, as far as possible, the special features of the work; provided, however, that such can be done without serious interference with his other duties. The intent of this paragraph is to give the proposers all expedient and courteous attention.

APPLICABLE LAWS

The proposers are assumed to have made themselves familiar with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the work or its prosecution. The filing of the proposal shall be presumptive evidence that the proposer has complied with these requirements. The contract shall be governed by and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought before the 25th JDC, Belle Chasse, Louisiana.

The successful respondent/contractor shall follow Section 3 Special Terms, Conditions and Requirements, Federal Regulations and requirements including but not limited to 2 CFR Part 200, Subparts A through F (where applicable).

WITHDRAWAL OF PROPOSALS

A proposer may withdraw his proposals provided his request for withdrawal is delivered to the appropriate Port official no later than the time set for the opening of proposals. Withdrawal of the proposal shall not prejudice the right of the proposer to submit a new proposal.

REJECTION OF PROPOSALS

Plaquemines Port Harbor & Terminal District reserves the right to reject all proposals, to waive informalities and to make the award as it may elect. Incomplete, informal or unbalanced proposal items may be rejected. If required, a proposer shall furnish satisfactory evidence of his competence and his ability to perform the work stipulated in his proposal. Incompetence to properly perform the work will constitute cause for rejection.

MINIMUM CONTRACT TERMS, OBLIGATIONS AND REQUIREMENTS

Any contract for work performed pursuant to this RFP will be done according to a written agreement, contract or task order (“the Contract”). At a minimum, the Contract will identify the scope of work to be performed and require or include the following:

A. Contract Term

Plaquemines Port Harbor & Terminal District will only pay for such items and in such quantities as needed from the prices shown on the proposal form herein for a period of one (1) year starting from the day the contract is executed with all prices and all terms relative to the labor, tools, equipment and materials necessary to carry out the performance of the work to remain the same as set out originally in this contract.

B. Contract Renewal or Extension

This contract may be extended for a period of an additional one (1) year provided both Contractor and Owner agree to hold firm the accepted contract prices as set out originally in this contract. Should the Contractor and the Owner not agree to extend the Contract, then the Port will elect a new contract.

C. Execution of Forms

The Contractor will execute the attached Non-Collusion Affidavit and the attached Corporate Resolution, or acceptable alternatives.

D. Scope of Services

The Contractor will supply all labor, tools, equipment, materials, etc., and all of the things necessary in accordance with terms, conditions, provisions, instructions and stipulations contained in and shown on the plans, specifications or instructions prepared to govern the work; and that it agrees to perform such extra work or provide other items deemed expedient, desirable or necessary to complete the work required by the Contract.

E. Bonding Requirements

The Contractor receiving the award shall, upon issuance of a Notice to Proceed or execution of a Task Order for the work to be performed, furnish Performance and Payment Bonds in the amounts equal to the value of the Contract price. The bonds must be properly executed and provided to the Port before starting any work. The bonds shall be executed by a surety company authorized to do business within the State of Louisiana and approved by the Plaquemines Port per the general conditions. The bonds shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

For Contracts of Task Orders of less than five million dollars (\$5,000,000.00) in value, the Contractor may offer bonds equal to or exceeding the proposal at the time of execution of the contract, or with personal guarantees from the proposer's principals and statements of net worth, and/or any letter of guaranty from a bank or financial institution with a statement of net worth.

A copy of the proposed bond form is attached, but in any event the bond must meet the requirements of the Louisiana Public Works Act.

F. Separate Contracts/ Contract Renewals

In order to obtain more than one contractor for the performance of the work outlined in this request for proposals, the Plaquemines Port Harbor & Terminal District reserves the right to accept one or more proposers for this project. Each proposer submits its proposal subject to this provision and agrees to be bound thereby.

The contract may be renewed at the discretion of Plaquemines Port Harbor & Terminal District upon written notice to the Contractor at least 30 days prior to the contract anniversary date for a period of one year and under the same terms and conditions as the original contract.

G. Debarment

Neither respondent nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This is in accordance with the Office of the Secretary of the Treasury guidelines at 31 C.F.R. 19 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension" Respondent understands that it must not make any award or permit any award (or contract) at any tier to any party

which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

H. Conflict of Interest

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

If Respondent has no conflicts, as described above, Respondent shall so indicate in the appropriate section of the Solicitation Response.

I. Anti-Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 C.F.R. Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

J. ADA Compliance / Anti-Discrimination

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations. Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination as applicable.

K. Governing Policies

Respondent and any potential subcontractors shall comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation (ex. environmental regulations, Contract Work Hours and Safety Standards Act, Copeland Anti-Kickback Act, etc.)

L. Indemnity Agreement

The Contract will include a defense, indemnity and hold harmless agreement, indemnifying, defending and holding PPHTD, its officers, agents, employees and volunteers harmless from and against all claims, expenses and liability for bodily injury and property damage, causes of action, demands, suits or damages resulting from or relating to the Contractor's fault or negligence, to the fullest extent allowed by Louisiana Law.

CONTRACT SIGNATURES

The Contractor shall be required to sign the contract, properly executed, within four (4) days after receiving notice of his proposal having been accepted. Either written or verbal notice from the Plaquemines Port Harbor & Terminal District or Executive Director will be deemed sufficient for this purpose.

CONTRACTORS' LICENSE LAW

Contract Documents will be issued only to those contractors who are duly qualified under Act 113, as amended, of the 1964 Legislature of the State of Louisiana.

INSURANCE REQUIREMENTS

At a minimum the Contractor shall provide the following insurance:

1. Commercial General Liability Insurance - Occurrence Form - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits.
2. Commercial Automobile Liability - Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage and shall include coverage for the following: ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. The insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
3. Workers Compensation Coverage/Employers Liability - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate.
4. Pollution and Environmental Liability - Insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third-party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

A claims-made form will be acceptable with a policy period interruption date of no later than the first day of anticipated work and an expiration date no later than 30 days after completion of the work, with an extended reporting period at least 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Excess/Umbrella Liability insurance may be provided to meet the minimum requirements for General Liability and Automobile liability only.
6. Additional insurance coverage(s) may be required depending on the nature, scope and type of work to be performed according to the issued Notice to Proceed or Task Order, including, but not limited to Professional Liability (Errors & Omissions) Insurance, Flood Insurance, or Builder's Risk Insurance.

7. The Contractor shall be responsible for all deductibles and self-insured retentions. To the extent commercially available, all policies shall be issued by an A Rated insurance company or better.
8. In addition to anything previously stated, the policies are to contain, or be endorsed to contain, the following:
 1. General Liability and Automobile Liability Coverage:
 - a. PPHTD, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation, with no special limitation on the scope of protection afforded to it.
 - b. The Contractor's Insurance shall be primary as respects PPHTD, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by PPHTD shall be excess and non-contributory of the Contractor's insurance.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policy limits.
 2. Workers Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against PPHTD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for PPHTD.
 3. All Coverage/Policies:
 - a. Coverage shall not be cancelled, suspended or voided by the Contractor or the Insurer or reduced in coverage or in limits except after 30 days written notice has been given to PPHTD.
 - b. Neither acceptance of the completed work nor payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - c. The insurance companies issuing the policies shall have no recourse against PPHTD for payment of premiums or for assessments under any form of the policies.
 - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to PPHTD, its officers, agents, employees and volunteers.
 - e. If the Contractor maintains higher limits than the minimum shown herein, PPHTD shall be entitled to coverage to the higher limits maintained by the Contractor.

**EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE
EVALUATION PROCESS**

QUALIFICATIONS OF PROPOSERS

The Proposer may be required before the award of any contract to show to the complete satisfaction of Plaquemines Port Harbor & Terminal District that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give history and references in order to satisfy Plaquemines Port in regard to the Proposer's qualifications. Plaquemines Port may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Plaquemines Port all information for this purpose that may be requested. Plaquemines Port Harbor & Terminal District reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Plaquemines Port that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

EVALUATION PROCEDURE

An evaluation committee, made up of Plaquemines Port Harbor & Terminal District employees, shall review and evaluate all submittals. The evaluation committee will only review the response to the RFP for selection of finalists. It is therefore important that proposers emphasize specific information pertinent to the work. It is recommended that all proposals clearly address the below evaluation criteria.

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Proposers shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the evaluation committee. The contract will be awarded to one or more qualified contractors per the evaluation criteria listed below:

- Qualifications of the Contractor30%
- Number of years of experience in relevant business area
 - Number of similar contracts
 - Background in handling similar size projects

- Degree of experience in all areas of right-of-way maintenance
- Proof of satisfactory or better performance on contracts of similar scope and size

Qualifications of Staff.....20%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor
- Affirmative Action of prospective contractor
- Education and experience of prospective contractor personnel

Work Plan20%

- Availability of crews to provide services immediately
- Detailed Deployment Plan of how work will be performed
- Invoicing program
- History of satisfactory payment procedures of subcontractors
- Availability, capacity and adequate resources to fulfill the proposed scope of work

Price30%

- Pricing schedule will be evaluated for reasonableness
- All line items must be priced exactly as quoted within the RFP regardless of any alternates which may be proposed

Step III: Plaquemines Port Purchasing Agent will contact the Proposer that best meets the Ports needs (based on factors evaluated in Step II) and attempt to negotiate a contract that is deemed acceptable by both parties.

SPECIFICATIONS, TERMS AND CONDITIONS

GENERAL STATEMENT

Plaquemines Port Executive Director is hereby requesting written proposals to provide services in support of right-of-way maintenance along LA State Highways including, but not limited to, grass cutting, litter control, herbicide application, etc. Selected proposer will be required to submit daily updates of work completed and weekly reporting of all billable quantities.

SCOPE OF WORK

The Contractor will supply all labor, tools, equipment, fuel and materials including but not limited to the following:

- a. 10 laborers
- b. 4 x 85+hp Tractors with 15' decks
- c. 6 x 72" ZTR Mower
- d. 4 x Line Trimmers
- e. 1 x Trash Trailer
- f. 1 x 4x4 ATV
- g. 2 x 28' Boom Mower
- h. Herbicide Applicator (Category 6 - Chemical Spray License)

Grass Cutting Services shall include *mowing, trimming, spraying and litter control* within the State Right-of-Way (ROW) along the assigned locations of State Highways in Plaquemines Parish. *Mowing* required shall include grass within the ROW in the median, between the shoulder and ditch, and between the ditch and ROW line. *Trimming* required shall include signposts, hydrants, utility poles, etc. within the ROW. *Spraying* required shall include signposts, hydrants, utility poles, etc. within the ROW. *Litter Control* required shall include all areas within the State ROW excluding PPG issued garbage cans and trash piles.

Plaquemines Port Executive Director shall prepare the Notice to Proceed (NTP) for task orders identifying locations to be addressed for each cycle. The contractor shall establish the start date for each cycle within SEVEN (7) days from the date of NTP. All work to maintain the locations identified on the task order for one cycle of mowing, trimming, spraying and litter control under this contract shall be completed within TWENTY

(20) Calendar Days of start date. Failure of the Contractor to begin work after issuance of the NTP or failure to perform the work with sufficient personnel and equipment and complete the work within the allotted time shall be a breach of this Contract.

PROPOSAL FORM 1 of 2
GRASS CUTTING SERVICES
Belle Chasse, Louisiana

Project No. 24 - 301

Name of Contractor: _____

Address of Contractor: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Louisiana Contractor's License No.: _____

Acknowledge Addenda Received: _____

PROPOSAL FORM 2 of 2
GRASS CUTTING SERVICES
Belle Chasse, Louisiana

Project No. 24 - 301

LOCATION		ESTIMATED COST
1. LA 23 (Belle Chasse Highway)		
North of the B-3 property to Pointe Celeste	LS	
2. Hwy 23 median and 15 feet on each side	LS	
3. Levees in the area	LS	
4. Port properties with structures	LS	

NON COLLUSION AFFIDAVIT PER LA.REV.STAT. 38:2224

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on this _____ day of _____, _____, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of _____, State of Louisiana, personally came and appeared _____, as the duly authorized agent of _____, who after being by me first duly sworn, did depose and say:

That _____ has/have been selected as Contractor for the Plaquemines Port Harbor & Terminal District for PROJECT NAME: *Grass Cutting-Services*; PLAQUEMINES PORT PROJECT NO: **24- 301** and that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the project or in securing the public contract were in the regular course or their duties for affiant; and

That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alternation or demolition of the public building or project were in the regular course of their duties for affiant.

WITNESSES:

BY: _____

Sworn to and subscribed before me this _____ day of _____, 2024.

NOTARY PUBLIC SIGNATURE

PRINTED NAME AND NUMBER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a _____,

(Name of Contractor) hereinafter called "Principal", and _____ (Surety) doing business in the State of Louisiana and registered with the secretary of state of Louisiana, hereinafter called the "Surety", both Principal and Surety from time to time referred to as "our" or "we," are held and firmly bound unto PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT (Owner) in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, both Principal and Surety bind ourselves, our heirs, executors, administrators, and successors, jointly, severally and in solido, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a contract with the Owner, dated the _____ day of _____, 2024, said Contract ("Contract" is defined as those documents, including without limitation by reference, the public works agreement, the general conditions, supplemental conditions and all other documents attached to, referred to, comprehended by and/or included in the public works agreement and all change orders, including associated documents), without such reference being a limitation thereon, the general and special conditions, all being incorporated herein, said contract being for the construction of a public work:

Grass Cutting Services

NOW, THEREFORE, in accordance with law, the Surety unconditionally guarantees:

(1) To the Owner and to all persons having a claim against the Principal, or to whom the Principal is liable for with respect to all obligations set out in and/or comprehended by the Contract between the Owner and Principal including the obligation to make payment of claims in full for all amounts owed to the Owner and to all persons having a claim against the Principal arising out of the work performed under the Contract.

(2) To the Owner, the complete and timely performance of the Contract.

If the Principal, individually and on behalf of Principal's sub-contractors or otherwise, shall well, truly and faithfully perform Principal's duties, undertakings, covenants, terms, conditions, and obligations to Owner, in all events without need to notify the Surety as to any amendment and/or extension and/or change order, and if Principal shall perform all of Principal's duties, undertakings, covenants, terms, conditions and obligations, satisfy all claims and demands, complete the public work in turnkey and timely manner, and fully reimburse, indemnify, defend and save harmless the Owner from all costs, damages and attorney fees which Owner may suffer by reason of failure of Principal to perform Principal's duties, undertakings, covenants, terms, conditions, and obligations, then the obligations of Surety shall be void; otherwise the obligations of Surety remain in full force and effect, mutatis mutandis, until completed, discharged and performed to the satisfaction of Owner.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect Surety's obligation on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the public work or to the specifications.

No settlement between the Owner and the Principal of any obligation owed by Principal shall abridge the right of any person whose claim may be unsatisfied.

Both Principal and Surety acknowledge and stipulate that the providing of this surety bond and the agreement of Principal and Surety, individually and jointly, to meet all duties, undertakings, covenants, terms, conditions, and obligations owed to Owner was an inducement to the Owner to enter into the Contract with Principal for the construction of the public work and obligations attendant thereto.

The foregoing being read and agreed to by the duly delegated representatives of the Principal and Surety, the duly delegated representatives representing that they are duly authorized to bind the Principal and Surety, and upon all the aforesaid the Owner is entitled to rely, and being sworn to and subscribed before me, Notary, in the presence of undersigned witnesses on this _____ day of _____, 2024.

PRINCIPAL

WITNESSES

SURETY

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, all held and firmly bound unto the Parish of Plaquemines hereinafter called Owner, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered a certain contract with the Owner, dated the _____ of _____, 2024, a copy of which is hereto attached and made part hereof for the professional service of:

Grass Cutting Services

NOW, THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed

thereunder or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 2024.

ATTEST:

Principal

BY: _____

ADDRESS: _____

(SEAL)

Witness at to Principal

Address

ATTEST:

Surety

BY: _____

Attorney-in-Fact

ADDRESS: _____

(SEAL)

Address

NOTE: DATE OF BOND must not be prior to date of Contract:

- 1. Correct Name of Contractor**
- 2. A Corporation, A Partnership, or an Individual.**
- 3. Correct Name of Surety.**

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____, INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____, INCORPORATED, DULY NOTICED AND HELD ON _____, 2024, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT, THE GOVERNING AUTHORITY OF THE PORT OF PLAQUEMINES OR ANY OF ITS DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE