St. Bernard Parish Conformed Copy

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ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043

First MORTGAGOR
ST BERNARD PARISH GOVERNMENT

First MORTGAGEE
ALPHONSOS LAWN CARE LLC

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana

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CONTRACT BETWEEN ST. BERNARD PARISH GOVERNMENT AND ALPHONSO'S LAWN CARE, L.L.C.

for

GRASS CUTTING SERVICES

St. Bernard Parish Government ("SBPG"), and Alphonso's Lawn Care, LLC, ("Contractor") enter into this contract under the following terms and conditions.

1.0 CONTRACT SCOPE OF SERVICES

1.1 Scope of Work. In general, the Contractor will provide services to maintain the entire rights of ways and roadway shoulders on state roadways at Highway 39 from Violet Bridge to Bayou Road Junction and Highway 46 New Extension to Reggio Junction (hereinafter referred to as "Area C") more particularly described as follows:

a. Provide Grass Cuts and removal of clippings for Area C governed by this contract at the frequencies and prices listed in section 3.1 below.

b. Removal of litter and debris and disposal

c. Other Duties:

   i Report any deficiencies on right of ways and roadway shoulders
   ii Tracking System – Daily Work report (Attachment A)

d The cost of services under sections 1.1 (a) through 1.1(c) (ii) shall be included in the Grass Cut charges in the payment schedule contained in section 3.1 below.

e. The following terms in the Scope of Work shall have the meanings indicated:

   Grass Cut – Cutting of grass to an acceptable groomed level not to exceed 6 inches in height and performing the duties describe in sections 1.1 (a) through 1.1(c) (ii)

   Scope of Work further defined as per the attached Scope of Work – Exhibit A

1.2 Performance Measures. The performance under the Contract will be measured by the SBPG DPW Director (hereinafter referred to as the "DPW DIRECTOR") or his designee, who is authorized on behalf of SBPG to evaluate the contractor's performance against the criteria described in the Scope of Work above.

1.3 Monitoring Plan. The DPW DIRECTOR will monitor the services provided by the contractor and the expenditure of funds under this Contract.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 Term of Contract. The initial term of this Contract shall be one year, beginning on June 1, 2016 and ending on May 31, 2017. This Contract may be renewed by SBPG for up to three (3) additional one (1) year periods subject to mutual agreement between the contractor and SBPG provided all terms, privileges conditions remain unchanged.

2.2 SBPG Furnished Resources. The DPW DIRECTOR, shall appoint an SBPG Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the SBPG Project Coordinator shall be the principal point of contact on behalf of SBPG and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 Taxes. Contractor is responsible for payment of all applicable taxes from the fees received under this Contract. Contractor's federal tax identification number is _____

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 Payment Schedule. Payments shall be made according to the following unit prices, expressed in dollars. Square footage measurements refer to entire lot dimensions.

Property Services:	Frequency	Cost
Area C	20 Grass Cuts per year	$4,898.60 per Grass Cut

SBPG and contractor will agree in writing regarding the scheduling of the Grass Cuts. Contractor acknowledges that SBPG has the right to schedule more cuts in the grass growing season, than in the non-grass growing season.

No additional Grass Cuts will be made without advance written authorization from the SBPG DPW DIRECTOR.

3.2 PAYMENT: Payment for contractor services will not be made until a final contract has been approved by SBPG and signed by both parties. In addition, no payment will be made until SBPG has obtained all paperwork necessary for processing. Total amount for the year shall be $97,992.00. Contractor shall submit an invoice at the end of each month in the amount of $8,166.00 for twelve months. SBPG shall pay all invoices for services properly performed within 60 days of receipt of an invoice. SBPG will be responsible for inspecting work on properties prior to approving and processing a pay request.

3.3 Travel and Related Costs. Travel-related costs and other miscellaneous expenses are included in the Payment Schedule in Section 3.1, and will not be separately charged or reimbursed.

3.4 Maximum Contract Amount. The maximum contract amount for the first year of the Contract shall be $97,992.00.

3.5 Withholding of Payments. SBPG may withhold payments to the Contractor as may be necessary to protect itself from actual loss for defective and or inferior work performed by the Contractor, damage to the property of SBPG (or others for which SBPG is responsible) caused by Contractor, failure of the Contractor to provide deliverables on schedule, failure of the Contractor to meet performance measures, failure by the Contractor to make payments properly to subcontractors or to pay for labor materials or equipment used on this project, failure by the Contractor to pay taxes due on materials used on this project, and damage by Contractor to another contractor engaged by SBPG. Payments withheld shall be released to Contractor upon Contractor's curing the underlying basis of the withholding.

3.6 Correction of Work. Within seven (7) days, Contractor shall correct all work rejected by SBPG as failing to conform to this Contract or SBPG's directives. Contractor shall bear all costs of correcting such rejected work. If Contractor fails to correct the work in a timely fashion, SBPG shall have the right to engage others to correct the work and to withhold from Contractor's payments any additional cost incurred by SBPG as a consequence of having to do so.

4.0 TERMINATION

4.1 Termination for Cause. SBPG may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that SBPG shall give the Contractor written notice specifying the Contractor's failure. If within seven (7) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in seven (7) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then SBPG may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the notice will constitute a default and may cause cancellation of the Contract. During such time that the contractor is in default, SBPG reserves the right to obtain any or all products or services covered by the Contract on the open market, and to charge the contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of SBPG to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give SBPG written notice specifying SBPG's failure. If within seven (7) days after receipt of such notice, SBPG shall not have either corrected such failure or, in the case of failure which cannot be corrected in seven (7) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place SBPG in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the Contract.

4.2 Termination for Convenience. SBPG or Contractor may terminate the Contract at any time without penalty by giving ninety (90) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of any termination, Contractor will be paid for all services properly rendered incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Contractor shall indemnify and hold harmless owner from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or damage to property of whatsoever nature, including the loss of use resulting there from, and whether or not is caused in whole or in part by any negligent act or omission of Contractor, its subcontractors, or anyone employed by any of them or anyone for whose acts any of them may be liable, unless it is caused by the sole negligence of SBPG.

6.0 CONTRACT CONTROVERSIES

6.1 Prior to instituting litigation concerning any claim or controversy arising from this Contract, Contractor shall submit such claim or controversy in writing to the SBPG DPW DIRECTOR, upon obtaining the appropriate legal authority may, compromise, pay, or otherwise adjust controversies or claims. Nothing herein shall limit the authority of the SBPG Project Coordinator or the SBPG DPW DIRECTOR to administer the Contract in the normal course of performance, or to issue, negotiate, and accept changes in the terms and conditions of a Contract.

6.2 If such a claim or controversy is not resolved by mutual agreement, the DPW DIRECTOR or or his designee shall promptly issue a decision in writing. A copy of that decision shall be furnished to Contractor, and shall state the reasons for the action taken. If the DPW DIRECTOR or his designee does not issue a written decision within 60 days after written request for a final decision, or within a different period as may be established in writing by the parties, then the Contractor may proceed as if an adverse decision had been received.

6.3 Venue for any claim or dispute involving this Contract shall be exclusively in the Thirty-Fourth Judicial District Court in St. Bernard Parish, Louisiana. Contractor agrees that it shall not bring any action arising from this Contract in any other venue unless first brought in the Thirty-Fourth Judicial District Court and the court declines jurisdiction or venue.

7.0 FUND USE; PROHIBITION ON ELECTIONEERING OR LOBBYING

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of SBPG. This provision shall not be construed to prohibit the contractor from assigning to a 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 SBPG.

9.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties. The parties recognize that the scope and nature of the work contemplated by this Contract creates the possibility of unknown conditions, requirements, problems, and opportunities for which different or additional work may be required. SBPG and Contractor shall inform each other of these eventualities with reasonable promptness. SBPG reserves the right to Contract with others for services necessary to address these eventualities, or to modify this Contract by mutual agreement if such services fall generally within the overall scope and intent of this Contract when such a modification is in the best interest of SBPG.

10.0 SUBCONTRACTORS

10.1 The Contractor may, with prior written permission from SBPG, enter into subcontracts with other third parties for the performance of any part of the Contractor's duties and obligations. As used in the Contract, the term "subcontractor" means any person or entity directly engaged in the work described in Section 1.1. The term "subcontractor" does not include lessors, vendors, or contract personnel providing day-to-day goods, services, or administrative and overhead functions to Contractor.

10.2 The following subcontractor(s) are hereby approved by SBPG for property maintenance services:

a. _____

b. _____

10.3 The existence of any subcontract shall not release or reduce the liability of the Contractor or the subcontractor to SBPG for any breach in the performance of the Contractor's or subcontractor's duties.

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, 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.

12.0 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

13.0 CONFLICT OF INTEREST

Contractors are required to comply with the conflict of interest provisions and other related regulations contained in the Louisiana Code of Governmental Ethics and the St. Bernard Parish Home Rule Charter and Ordinances.

14.0 OWNERSHIP OF DOCUMENTS, ELECTRONIC DATA, AND SOFTWARE

14.1. Record and Data. All records, reports, documents, or other material or data, including electronic data, related to this Contract and obtained or prepared by the Contractor or its subcontractors at any tier, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for shall be deemed the property of SBPG from the point of creation of any such information. SBPG or its designees shall have access to all such information for inspection and copying immediately upon request, and such access shall include raw data in electronic form and computer code underlying visualized data. Contractor may not use this information for any purpose other than the performance of this Contract, and may not sell, lease, or license the information to third parties. All such information shall be returned by Contractor to SBPG at termination or expiration of this Contract in industry standard machine readable from with summary information (such as a data dictionary, format specifications, and supporting documentation) to enable SBPG to interpret and utilize the data. Cost incurred by Contractor to compile and transfer information for return to SBPG is embedded in Contractor's pricing and shall not be charged separately. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

15.0 INSURANCE

15.1 General. The contractor shall obtain, maintain during the life of the project, and provide copies to St. Bernard Parish Government, hereafter referred to as owner, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the project.

15.2 Maintenance of Insurance. The contractor shall not cause any Insurance Policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating that the date when such cancellation or reduction shall be effective, which shall not be less than thirty days after such notice.

15.3 Failure re Insurance. If the contractor does not maintain proper coverage, he shall be given notice to stop work and informed that any such stoppage is a violation of the contract and that the (contractor) is liable for any losses or delays.

15.4 Insurance Requirements. At all times during the term of this agreement, contractor shall maintain at its own expense and without any reimbursement owner the insurance protection of the kinds and in the minimum amounts set forth below:

1. Worker's Compensation to cover contractor's employees including

    (a) Compliance with the Worker's Compensation law of the State of Louisiana.

    (b) A minimum limit of $500,000 per accident/per disease/per employee.

2. Comprehensive General Liability Insurance with limits of not less than $1,000,000.00 for each occurrence and $2,000,000.00 in the Aggregate, such insurance to include:

    (a) Contractual Liability Coverage for contractor's obligation assumed hereunder

    (b) Premises/Operations and Products/Completed Operations Coverage.

    (c) Coverage for occurrences resulting from blasting, explosion, or collapse, damage to underground property and injury or destruction of any property resulting there from.

    (d) Independent Contractors Coverage

    (e) Broad Form Damage

3. Automobile Liability Insurance including coverage for hired and non-owned automobiles with a minimun combined single limit per occurence of $1,000,000.00 .
4. With respect to the above named policies of insurance, contractor shall furnish evidence that contractor's insurers waive all rights of subrogation against owner and its underwriters and contractor shall also furnish evidence that owner is named as an additional insured on the above named policies of insurance with the exception of the Workers Compensation Coverage.

5. To expedite contract awards, certificates of insurance, not a copy of the policy will be considered on any lines of insurance. However, at the request of owner, contractor shall furnish certified copies of original policies when deemed necessary.

6. Any insurance or Self-Insurance Program maintained by owner is EXCESS over any valid or collectible insurance maintained by contractor.

7. Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles must be declared and approved by St. Bernard Parish Government.

15.5 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

   a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.

   b. The Contractor's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Contractor's insurance.

   c. The Contractor's insurance shall apply separately to each insured against whom 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 the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the St. Bernard Parish Government.

3. All Coverage

   a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

   b. Neither the acceptance of the completed work nor the 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 the St. Bernard Parish Government 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 the St. Bernard Parish Government, its officers, agents, employees and volunteers.

   e. If the Contractor maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Contractor.

   f. If the Contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

15.6 Acceptability of Insurers. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

15.7 Verification of Coverage. Contractor shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government y before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

15.8 Subcontractors. The Contractor shall include all subcontractors as an insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Insurance policies or Certificates of Insurance at any time.

15.9 Worker's Compensation Indemnity. In the event Contractor is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

16.0 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Thirty-Fourth Judicial District Court, St. Bernard Parish, State of Louisiana.

17.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et. seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The contractor agrees to immediately notify SBPG if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

18.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

19.0 ENTIRE AGREEMENT CLAUSE

This Contract constitutes the entire agreement between the parties with respect to the subject matter.

20.0 NOTICES

All notices and other communications pertaining to this Contract shall be in writing and shall be transmitted either by hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Party	Primary Notice To:	With a Copy To:
SBPG	Guy McInnis, Parish President 8201 W. Judge Perez Dr. Chalmette, LA 70043	Keith J. LaGrange, Jr. DPW Director 1125 East St. Bernard Highway Chalmette, LA 70043
Contractor	Alphonso's Lawn Care, L.L.C. 2400 East Louisiana 46 St. Bernard, LA 70085	_____ _____ _____

SBPG or the Contractor may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21.0 STATEMENT OF ASSURANCES

21.1 Contractor certifies that, insofar as they apply to the performance of this contract, it:

a. Will give SBPG, and, if appropriate, the State of Louisiana, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

b. Will initiate and complete the work within the applicable time frame after receipt of approval of the Contract.

c. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

d. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act f 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentially of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Thus done and signed on the date(s) noted below:

By: **Alphonso's Lawn Care, L.L.C.**:

Earl P Alphonso IV

EARL P ALPHONSO IV

Printed Name, Title

6-1-16

Date

By: **St. Bernard Parish Government**,

Guy McInnis
President

6-14-16

Date

Attachment A

DAILY WORK REPORT

Municipality Name:

Service Provider Other than Municipality:

Work Order#:

Day:

Date:

Weather:

Working Conditions:

From Location To		Route
To		
To		
To		
To		
To		
To		
To		
To		
To		

Force & Equipment

Operation Started:	AM/PM
Operation Stopped:	AM/PM

Municipality Representative

Signature: _____

FOR DOTD USE ONLY

District: 02

Parish:

Function 440-21

City Maintenance Contract Work Required

	Check List	Supt. Initial
Litter/Trash Pickup	☐	
Mowing	☐	
Trimming/Edging	☐	

Remarks: _____

Approximate Work Accomplished

Acres Mowed =
Trash, CY =

EXHIBIT A – SCOPE OF WORK

WORK SPECIFICATIONS
FOR
ST. BERNARD PARISH GOVERNMENT Property Maintenance

St. Bernard Parish Government seeks to secure services for grass cutting on state roadways at Highway 39 from Violet Bridge to Bayou Road Junction and Highway 46 New Extension to Reggio Junction on rights of ways and roadway shoulders.

The primary intent of this Request for Proposals is to obtain a contract for the following services relating to right of ways and roadway shoulders owned by the State of Louisiana and to be maintained by the Parish of St. Bernard:

- Written assessment of existing property conditions and recommendations for grass cutting
- Establishing a grass cutting schedule and tracking system
- Litter and debris removal and disposal
- Grass cutting, removal of clippings
- Report any deficiencies on right of ways and roadway shoulders

Mowing, Litter and Trash Collection consist of the following divided routes:

- Highway 39 from Violet Bridge to Bayou Road Junction consisting of 2.50 miles
- Highway 46 New Extension to Reggio Junction consisting of 8.03 miles

The contractor shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent of right-of-way and roadway shoulders.. For purposes of this Request for Proposal, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Grass height not to exceed 6 inches in height.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

The contractor shall pick up and properly dispose of all trash and debris located on the State Roadways (right of ways and shoulders) prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The contractor shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved

shoulders of the state roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. Contractor shall provide, at its own expenses, all equipment necessary to perform the duties provided for in this Request for Proposals, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. Contractor shall record and document the amount of litter collected and report these amounts to the appropriate St. Bernard Parish contact at the time invoices are submitted for payment.

For purposes of this Request for Proposals litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The contractor will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

If during the term of the contract, Louisiana Department of Transportation and Development alters or makes repairs to State Roadways covered in the Request for Proposal, the St. Bernard Parish Government contact will initiate contact with the contractor to revise mowing and litter pick-up practices for the applicable state roadway.

The contractor shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The Parish of St. Bernard and/or the Louisiana Department of Transportation and Development reserves the right to stop the contractor from working or order any piece of equipment removed from the roadway shoulders or right of way should it be determine that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the contractor shall contact St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development Roadside Development Coordinator advising him of the starting date.

The contractor will be required to report daily work activities on a Daily Work Report on the form provided (Exhibit "C" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period and time that the work is being performed.

Completed daily work reports shall be maintained by the contractor and shall be submitted to the St. Bernard Parish Government contact with invoice for covered time. Failure to turn in the Daily Work Reports with the invoice will delay payment until the required Daily Work Reports are submitted.

The contract may utilize Vegetation Management Plans involving the use of herbicides/ chemicals provided that the contractor obtains written approval from the St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development District Administrator. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals:

All liability arising from the use or misuse herbicides/chemicals shall be the responsibility of the contractor.

Contractor shall notify the St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development Administrator of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the St. Bernard Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be submitted to St. Bernard Parish Government. St. Bernard Parish Government and the Louisiana Department of Transportation and Development reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical application on Louisiana Department of Transportation and Development state roadways, rights of ways and roadway shoulders.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with the Louisiana Department of Transportation and Development "Safety Policy and Procedure Manual". This shall include, but is not limited to, to the use of arrow boards and crash attenuators when applications are made from the inside lane of fast –moving lane on divided highways. St. Bernard Parish Government and the Department of Transportation and Developments reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to the Louisiana Department of Transportation and Development right of ways and shoulders. A list of herbicides/chemicals and the quantities to be used are contained in the Louisiana Department of Transportation and Development policy for Roadside Management. The Louisiana Department of Transportation and Development reserves the right to disallow the use of integrated Roadside Management practices in sensitive areas or sites or sites deemed by the Louisiana Department of Transportation and Development as unsuitable for such practices. The contractor shall consult the St. Bernard Parish contact and the Louisiana Department of Transportation and Development Administrator Coordinator to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The contractor shall obtain prior approval by the St. Bernard Parish contact and the District Roadside Development Coordinator for the chemicals used for spot treatments.

Deliverables:

1. A written assessment of right of ways and roadway shoulders and recommendations for the grass cutting services shall be developed by the contractor within two (2) weeks of contract award for all right of ways and roadway shoulders covered by the contract. The initial assessment and recommended grass cutting services strategy shall be approved by St. Bernard Parish Government. Once approved, a Notice to Proceed will be issued to the contractor. Grass Cutting Services on the right of ways and shoulders shall commence within five (5) business days of receiving the Notice to Proceed. St. Bernard Parish Government will approve the assessment and grass cutting plan and issue a Notice to Proceed. Grass Cutting Services shall commence within five (5) business days of receiving the Notice to Proceed.

2. The contractor shall be responsible for the development of a grass cutting schedule and tracking system for right of ways and roadway shoulders. The schedule and associated grass cutting cost shall be tracked and documented.

3. The contractor shall provide all necessary services in order to properly provide grass cutting services on properties including but not limited to grass cutting and removal of clippings. In addition, the contractor will be responsible for all litter and debris removal in accordance with local solid waste ordinances.

4. The contractor must report any deficiencies on right of ways or roadway shoulders in a timely manner.

5. Prior to beginning grass cutting services, the contractor shall provide St. Bernard Parish Government with a list of all suppliers and sub-contractors (if any).

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/07/2016

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
Greg P Ruiz Insurance Agency, LLC
1519 E Judge Perez Dr Ste 7
Chalmette, LA 70043

CONTACT NAME: Dawn Constant
PHONE (A/C, No, Ext): 504-278-4526 FAX (A/C, No): 504-278-4528
E-MAIL ADDRESS: consdcnstnt@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western World Insurance Group-Liability	
INSURER B : L C & I Workers Compensation	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alphonso Lawn Care Service LLC
2400 East La Hwy 46
St Bernard, La 70085

MD 10/18/16

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
		Y	Y	NPP8350218	04/21/2016	04/21/2017	MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	n/a
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A	Y	19364-16	09/26/16	09/26/17	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

General Liability Policy #NPP8350218 Additional Insured: St Bernard Parish Government Dept of Public Works 8201 W. Judge Perez Dr Chalmette, LA 70043
Workers Compensation Policy #19364-16 With Waiver of Subrogation: St Bernard Parish Government Dept of Public Works 8201 W. Judge Perez Dr Chalmette, LA 70043

CERTIFICATE HOLDER

St. Bernard Parish Government
Dept of Public Works
8201 W Judge Perez Dr
Chalmette, La 70043

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

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SEPTEMBER 29, 2016

*CL AUTO POLICY STATUS

H PHONE: (504) 232-6823

ALPHONSO, EARL P IV MUTL 119 2936-B27-18H DRG: 22 GRG: 22 LRG:05
DBA ALPHONSO'S LAW CARE, LLC TERR: 009
2401 CREELY DR 03 GMC C3500 CLASS:603H50A000
CHALMETTE LA 70043-4107 PICKUP ACC FREE: AUG-27-06
VIN: 1GTJC33153F221807 BIRTH: MAR-20-66

STATUS:SFPP DUE DATE: TERM DATE: TOT PREM: 1307.19
AMT DUE:SFPP OXD:AUG-27-06 COV DATE:AUG-18-15 PREV PREM: 1409.30

A	1MM /1MM /1MM	727.30
C5000		18.23
H		4.20
U1	1MM /1MM /25	557.46

SFPP ACCT: 1123-2504-22
AMT PAID: SFPP DATE PAID: SFPP
AGE 50, GRP 08/27/10, MCD, AFD 10YR, VSD 20%,
ODM 87012 04-07, PR DMG-B08B04B09, MLD 10% RENTERS,
LRF L, ANN MLG 12001, VEH USE-BSN, TOTAL DISCOUNT:
$532.58.

MD 10/18/16

ALPHONSO,EARL P IV 2003 GMC C3500 119 2936-B27-18H
EXCEP. & END: ADD'L INSURED - ST. BERNARD PARISH GOVERNMENT 8201 W JUDGE PEREZ DR CHALMETTE LA 70043-1696, RESIDENCE - 2400 E LA 46, SAINT BERNARD, LA 70085, 6196M: WAIVER OF SUBROGATION; ST. BERNARD PARISH GOVERNMENT.

RP POL: 1192936-18G
POLICY FORM: 9818A

COV. S & Z NAMES S AMT Z