

Internal Audit Report #2022-003
Public Works – Grass Cutting
Contract #55-17317
Release Date: June 28 2022



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OVERVIEW

BACKGROUND¹

Jefferson Parish (the Parish) has over 1,000 acres of parkways that improve the aesthetics and help to beautify the area. The Department of Parkway is charged with maintaining the parkways, grass, shrubs, and flower beds along the thoroughfares in the unincorporated areas of Jefferson Parish. The Department has forty-four (44) positions, including a Director who is a landscape architect, an Arborist, Horticulturist, and Vegetative Management Specialist. Other employees include Superintendents, Foremen, Equipment Operators and Laborers, a Complaint Investigator, and Administrative Personnel.

To assist with the maintenance of the parkways, the Parish hired a qualified contractor for the turnkey operation of grass cutting, weed control, weed eating, edging, and cleaning of pavement - incidental work and associated maintenance of various facilities and right-of-way of public streets within Jefferson Parish. Accordingly, the Parish engaged H & O Investments, LLC (the Contractor) to offer such services from March 14, 2018, through March 13, 2021. The maximum contract amount for the three years is \$7,000,000 and is funded by the division's primary revenue source, the ½ cent sales tax. The Department's Executive Assistant, Heta Babin, is responsible for monitoring the contract (Contract Administrator). Ms. Babin reports directly to the Director of Parkway, Bryan Parks.

The contract is broken down into the type of cut required, such as "smooth cut," which occurs twenty-six (26) times a year, "rough cut," which occurs eighteen (18) times a year, and "roadside ditches" which occur fifteen (15) times a year. These three categories comprise most of the contract work. Additionally, the Contractor is engaged in removing debris, maintaining flower beds, and installing mulch. The Parish provides the Contractor with an initial list of properties that require grass cutting and other services (see Attachment B); however, this is adjusted as necessary.

The Payments and Bid Total by service type are shown below.

| Category / Description | Payments | Bid |
|-----------------------------------|-----------------------|-----------------------|
| Smooth Cut | \$3,577,196.14 | \$3,714,792.12 |
| Rough Cut | 453,156.92 | 299,999.70 |
| Roadside Ditches | 360,559.30 | 292,500.00 |
| Additional Cuts, Pine Straw, etc. | 434,647.75 | 5,001.51 |
| TOTAL PAID² | \$4,825,560.11 | \$4,312,293.33 |
| MAXIMUM PER RESOLUTION | \$7,000,000.00 | |

The total payments of \$4,825,560.11 exceeded the Bid amount by \$513,266.78 or 11.9%; however, they were well under the maximum expenditures of \$7,000,000 as per Resolution No. 1310007 (Attachment C). This point indicates the Parish's controls to prevent spending over the maximum allowable amount. However, such controls were not documented as part of this audit.

¹ Background verbiage is excerpted and paraphrased from the relevant Bid Specifications, see Attachment B, and the Parish's 2021 Adopted Budget.

² Total payments shown above exclude \$445,144.34 for State Row Properties addressed in the "Reimbursement Agreements" section. See Attachment E for excerpts of the Contract Payables Listing showing total payments over the three years of \$5,270,704.45 (\$4,825,560.11 plus \$445,144.34)

OBJECTIVES

The objectives of this engagement were to:

1. Ensure compliance with select sections of the agreement between the Parish of Jefferson and H & O Investments LLC, referenced by the Parish as Contract #55-17317. Said contract refers to Bid Specifications No. 50-121520 utilized during the procurement process. (Attachments A & B)
2. Evaluate adherence to the Jefferson Parish Contract Administration Policy & Procedures. (Attachment H)
3. Observe and comment on other procurement, contract agreement, and contract administration items as necessary.

SCOPE

The scope of this engagement included Contract #55-17317 with H & O Investments LLC, hereafter referred to as the Contractor. The contract commenced on March 14, 2018, and ended on March 13, 2021. Internal Audit analyzed data from the entire contract period. The Contract substantially relies upon verbiage in Bid Specification No. 50-121520; both will be referenced for compliance.

PROCEDURES

Internal Audit utilized the following basic procedures in analyzing the data.

- a) Interviewed key personnel from the Department of Parkways. Other individuals were contacted as necessary.
- b) Obtained the contract and the associated bid specifications and related documents.
- c) Reviewed division staffing and applicable budgets.
- d) Retrieved current and historical financial data from the AS/400 Financial Management System.
- e) Selected a random sample of invoices and reviewed all relevant documents.
- f) Reviewed documents related to contract monitoring such as contractor maintenance reports, grass cutting punch lists, and invoice tracking spreadsheets.
- g) Retrieved and reviewed reimbursement maintenance agreements with the Department of Transportation and Development.
- h) Obtained and reviewed the Jefferson Parish Contract Administration Policy & Procedures.
- i) Applied analytical procedures to available data.
- j) Performed other procedures as deemed necessary to satisfy the objectives of this engagement.

GRASS CUTTING: SMOOTH, ROUGH, DITCHES, AND OTHER

CRITERIA

According to Attachments A, B, and C of Bid Specification No. 50-121520, the contractor is to "Smooth Cut" two hundred two (202) areas twenty-six (26) times per year, "Rough Cut" nine (9) areas eighteen (18) times per year, and cut seventy-three (73) "Roadside Ditches" fifteen (15) times per year. Attachment D provides guidelines for pine straw replacement and landscape bed maintenance.

Additionally, the Bid Specifications call for the Contractor to complete a daily maintenance report for each day work is performed. Such information shall be emailed daily, not later than 8:00 a.m. the next business day. The Department is to utilize those reports to inspect the areas of work performed to determine that it is acceptable.

FINDING

- 1) Contract #55-17317 and the related Bid Specifications do not contain requirements for Contractor invoicing.

OBSERVATIONS

Bid Specifications delineate the frequencies of properties to be cut by Smooth, Rough, and Ditches (slopes). The **contractor cuts as per the specification** and sends the Contract Administrator, Ms. Heta Babin, a report typically the next business day. Internal Audit examined emails from the Contractor for October 2018 and January 2021 as evidence of reporting. These months were randomly selected.

According to bid specifications, the grass is to be cut once every fourteen (14) days in October and every thirty (30) days in January. An email with a **maintenance report** was received twenty-three times during the twenty-three working days in October 2018. There were fourteen emails received during the twenty-one working days in January 2021. Emails and related attachments reviewed for October 2018 and January 2021 illustrated a regular communication pattern between the Contractor and the Contract Administrator.

The Department personnel utilized the Contractor's reports (sent via email) to **perform inspections**. Internal Audit reviewed Grass Cutting Punch Lists and Cycle³ Lists. The exact properties changed throughout the three-year contract due to sales and acquisitions. The Grass Cutting Punch Lists requested and obtained from the Department provided adequate evidence that a regular review process is in place. (See Attachment I for an example.)

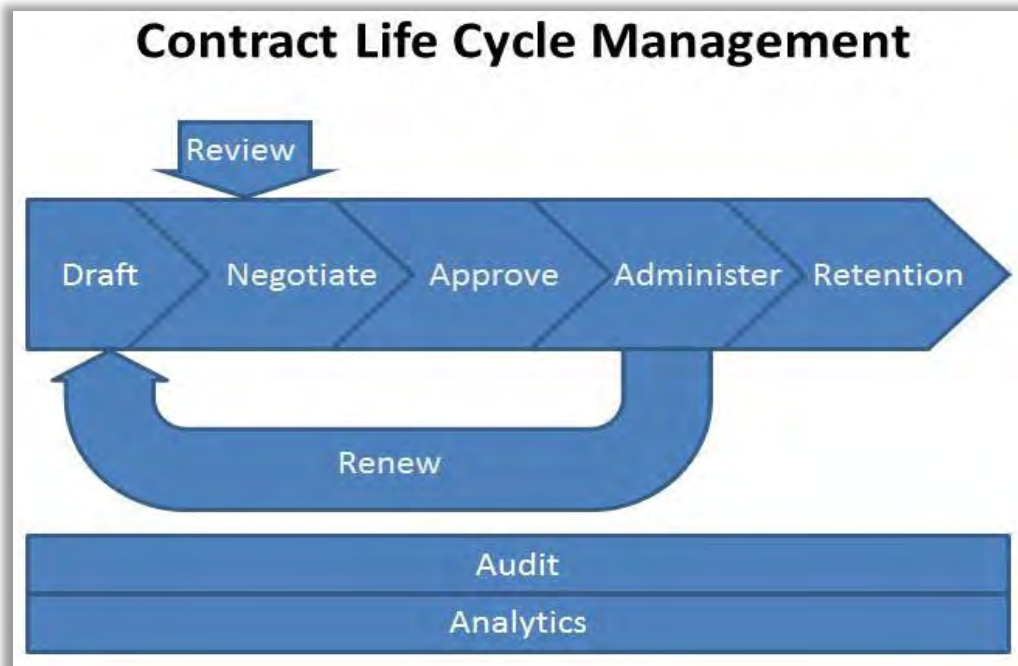
The Contract Administrator, Ms. Heta Babin, **receives invoices** generated from the Contractor. Ms. Babin utilizes an excel spreadsheet to track invoices by cycle to ensure that duplicate billings do not occur and evaluate that areas are being cut in the frequency as specified. (See Attachment J for an example.) Before invoices are sent to Accounting for processing, the invoices are reviewed and initialed by a Superintendent (East or West bank) and by the Director. This helps ensure that the invoices are consistent with and reflect the properties where grass cutting occurred. (See Attachment K for an example.)

³ A cycle relates to the frequency of a cut.

As discussed on the previous page, the Contract Administrator receives and processes invoices generated from the Contractor. Internal Audit searched the Contract and Bid Specifications using keywords such as "Payment," "Cycle," and "Invoice" but did not locate any verbiage specific to the frequency the Contractor should submit invoices. Although a monitoring system is in place by the Contract Administrator, it is important to specify all key terms in the contract, which lends to contract enforcement should an issue arise. Internal Audit recommends the Department ensure that future Contract and Bid Specifications contain such language.

RECOMMENDATION

- 1) Internal Audit recommends that the Department of Parkways ensure that payment terms and frequency of invoice requirements are contained within future Contracts or related Bid Specifications.



REIMBURSEMENT AGREEMENTS

CRITERIA

Resolution No. 133858, adopted on June 19, 2019, approved a **Right-of-Way** Maintenance Agreement between the Parish of Jefferson and the State of Louisiana Department of Transportation and Development (DOTD), Office of Engineering, for a period not to exceed one year (07/01/19-06/30/20), to provide for mowing, herbicide applications, litter, and trash collection of a series of State Routes throughout the Parish, for the Public Works Department – Parkways Department. Total potential reimbursement from the DOTD amounts to \$123,475.00. (See Attachment F) Similar resolutions exist for the preceding and subsequent annual periods.

Resolution No. 134179, adopted on August 21, 2019, approved a Maintenance Agreement between the Parish of Jefferson and the State of Louisiana Department of Transportation and Development (DOTD) for a period not to exceed one year (07/01/19-06/30/20), to provide for the maintenance, landscape, grass cutting, and trash pick-up on the **Westbank Expressway**, the portion of US 90 B between I-10 and US 90 that is within Jefferson Parish, (Terry Parkway to US90) Total potential reimbursement from the DOTD amounts to \$590,602.76. (See Attachment G) Similar resolutions exist for the preceding and subsequent annual periods.

FINDINGS

- 2) Expenses recorded in the general ledger which are eligible for reimbursement via the Maintenance Agreements with the DOTD are not clearly identified.
- 3) Revenues recorded in the general ledger for the Maintenance Agreements with the DOTD are not clearly identified.
- 4) Invoices related to the Westbank Expressway maintenance agreement are not submitted to the DOTD on the frequency as per the agreement.
- 5) Reimbursements related to the Maintenance Agreements with the DOTD may not be appropriately maximized.

OBSERVATIONS

Jefferson Parish has two different maintenance agreements, Right-of-Way and Westbank Expressway, to receive reimbursement for expenses related to the grass cutting contract under review. The contract period is from March 14, 2018, to March 13, 2021, which does not coincide with the maintenance agreement dates with the DOTD. For this reason, Internal Audit shifted the period to examine reimbursements received from July 1, 2018, to June 30, 2021, to match the aforementioned maintenance agreement periods.

There are three resolutions pertaining to the Right-of-Way reimbursement maintenance agreements; likewise, as for the Westbank Expressway reimbursement agreements. A summary of agreement periods and potential reimbursement is as follows.

| Resolution No. | Adopted on | For the Period | Amount |
|--|-----------------|---------------------|-----------------------|
| 131607 | June 6, 2018 | 07/01/18 – 06/30/19 | \$123,475.00 |
| 133858 | June 19, 2019 | 07/01/19 – 06/30/20 | \$123,475.00 |
| 136078 | July 22, 2020 | 07/01/20 – 06/30/21 | \$123,475.00 |
| RIGHT-OF-WAY: TOTAL POTENTIAL REIMBURSEMENT | | | \$370,425.00 |
| Resolution No. | Adopted on | For the Period | Amount |
| 131628 | June 6, 2018 | 07/01/18 – 06/30/19 | \$590,602.76 |
| 134179 | August 21, 2019 | 07/01/19 – 06/30/20 | \$590,602.76 |
| 136743 | Dec 9, 2020 | 07/01/20 – 06/30/21 | \$635,000.00 |
| WESTBANK: TOTAL POTENTIAL REIMBURSEMENT | | | \$1,816,205.52 |

Invoiced Amounts

The **Right-of-Way** maintenance agreement stipulates that the "DOTD will reimburse Jefferson Parish on a semi-annual basis for work performed pursuant to this Agreement." This applies to all three agreements. Internal Audit selected two recent invoices to review the process from invoicing to receipt of funds. The Parkways Department invoiced the Department of Transportation and Development (DOTD) within thirty (30) days of the period's end. For example, July 1, 2020, through December 31, 2020, was invoiced via a letter dated January 22, 2021. See Attachment L for the invoice.

Internal Audit attempted to verify if all related expenditures were captured on the invoice to the DOTD, however, was unable to do so. Such expenditures are included in contract Bid Item 0100 along with numerous other properties, and extracting them for all other expenditures is cumbersome. Additionally, a different vendor is utilized for herbicide spraying, and those are paid from a separate contract and coded to a different general ledger account. The completeness of the invoice to the DOTD could not be verified.

The grass cutting schedule shown on the invoice (Attachment L) appears reasonable in terms of the frequency of cuts, and the amount billed for each contract period was above the potential reimbursement amount. (This was discussed and illustrated in the previous section.) However, Internal Audit recommends a separate Bid Item number for services eligible for reimbursement. The Bid Item number could be the same, if possible, across the relevant contracts. This will help to ensure that all items are captured and provide for a better audit trail. Consideration should be given to minimizing the number of vendors to help streamline the DOTD invoicing process.

Internal Audit noted similar scenarios for the **Westbank Expressway** maintenance agreement when reviewing two additional invoices. Invoices were sent to the DOTD within a reasonable time after a *semi-annual* period. However, for the July 1, 2020, through December 31, 2020, period, there were an increased number of vendors (from two to three plus Parish work orders). Expenditures needed to be gathered from H & O Investments (this contract), Corporate Green, Progressive Solutions, and amounts taken from Jefferson Parish's in-house work orders. The expenditures were recorded in four (4) general ledger expense accounts: 22200-305X-7341.1, 7341.9, 7344.5, and 7433.51. The combination of three vendors, parish work orders, and four general ledger accounts increased the challenge of determining the completeness of the invoice. See Attachment G for the invoice.

Received Amounts

Internal Audit examined the revenue account to ascertain if the amounts invoiced were received and recorded. The Department of Transportation and Development (DOTD) revenues are coded to general ledger account number 222000-0000-5270: Other Intergovernmental. The Contract Administrator, Ms. Heta Babin, uses an Excel spreadsheet to track amounts billed versus received. Tracing these amounts to the general ledger was challenging.

The general ledger description does not lend to the determination of which reimbursement source and checks are sometimes grouped together. For example, revenue in the amount of \$185,459.38 was journalized on August 28, 2020, as "Grass Cutting." This one amount comprised of two checks received – one for the Right-of-Way (State) agreement and one for the Westbank Expressway (CCC) agreement. Further, the combined revenue amount was for two different service periods. A screenshot of the general ledger entry is shown below.

| Date | Journal | TT | JT | Source | Description | Amount |
|---------|---------|----|----|--------|---------------|------------|
| 8/28/20 | 2010335 | RA | JE | DOTD | GRASS CUTTING | 185459.38- |

Without more explicit descriptions in the general ledger account, unreceived or missing checks could go unnoticed. Internal Audit recommends that Parkways works with the Department of Accounting to ensure segregation of each check into individual revenue entries, along with more specific transaction descriptions. The transaction shown above could have descriptions and corresponding amounts as follows:

| Description | Amount ⁴ |
|----------------------------|---------------------|
| Right-of-Way: Jan-Jun 2020 | 61,737.50 |
| CCC: Jul-Dec 2019 | 123,721.88 |

Unlike the Right-of-Way maintenance agreement, which calls for *semi-annual* invoicing, the Westbank Expressway agreement stipulates that the "DOTD will reimburse Jefferson Parish on a *monthly* basis for work performed pursuant to this Agreement." The Department invoices for the Westbank agreement on the same semi-annual schedule as the Right-of-Way agreement. Note that in the example of the August 28, 2020, revenue journal entry shown above, the July through December 2019 Westbank reimbursement was recorded. This was eight (8) months after the service took place. Likewise, the January through June 2021 invoiced amount of \$152,851.80 has not been recorded as of May 5, 2022 (ten months lag time).

Internal Audit recommends invoicing the Westbank reimbursable items on a monthly basis, or otherwise as per the current agreement. This may decrease the lag time between the invoice and the cash receipt date, thusly improving cash flow.

⁴ \$61,737.50 (State) plus \$123,721.88 (CCC) equals the journal amount of \$185,459.38.

Maximum Reimbursable Amounts

Internal Audit compared the amounts invoiced against the amounts received and the maximum potential reimbursement amounts according to each maintenance agreement. The total amount invoiced was more than the total amount received, and the total amount received was less than the total maximum reimbursable amount, for the three years, according to each maintenance agreement. The following two tables help to illustrate these points.

| For the Period | Invoiced | Received | Max. Potential |
|-----------------------------|---------------------|---------------------|---------------------|
| 07/01/18 – 06/30/19 | \$152,675.55 | \$123,475.00 | \$123,475.00 |
| 07/01/19 – 06/30/20 | \$162,033.21 | \$123,475.00 | \$123,475.00 |
| 07/01/20 – 06/30/21 | \$128,811.64 | \$111,172.58 | \$123,475.00 |
| RIGHT-OF-WAY: TOTALS | \$443,520.04 | \$358,122.58 | \$370,425.00 |

Calculated Potential Increase =
73,095.04

Calculated Uncaptured
Funding = \$12,302.42

| For the Period | Invoiced | Received | Max. Potential |
|-------------------------------|-----------------------|-----------------------|-----------------------|
| 07/01/18 – 06/30/19 | \$464,671.62 | \$464,671.59 | \$590,602.76 |
| 07/01/19 – 06/30/20 | \$391,449.63 | \$367,658.30 | \$590,602.76 |
| 07/01/20 – 06/30/21 | \$330,477.44 | \$177,625.64 | \$635,000.00 |
| WESTBANK EXPWY: TOTALS | \$1,186,598.69 | \$1,009,955.53 | \$1,816,205.52 |

Calculated Uncaptured
Funding = \$176,643.16

Both scenarios suggest that reimbursement of Right-of-Way and Westbank maintenance-related expenses may not be maximized by the total amount of \$188,945.58⁵ over the three years. This assumes no changes to the current agreements.

There may be opportunities to renegotiate the Right-of-Way maintenance agreement to increase the amount to be consistent with actual expenditures. If achieved, this would increase funding by an additional \$73,095.04⁶.

Total Potential Increase in Revenues

| | |
|---|---------------------|
| Right-of-Way Potential Revenue Increase | \$73,095.04 |
| Right-of-Way Uncaptured Revenue | \$12,302.42 |
| Westbank Expwy Uncaptured Revenue | <u>\$176,643.16</u> |
| Total Increase in Revenue over 3 Years | <u>\$262,040.62</u> |

⁵ Right-of-Way Uncaptured of \$12,302.42 plus Westbank Expwy Uncaptured of \$176,643.16 equals \$188,945.58 of Potential Uncaptured Revenue.

⁶ Actual Expenses of \$443,520.04 less the current Maximum Reimbursement of \$370,425.00 equals a Potential Increase in the funding of \$73,095.04.)

The Department of Transportation and Development (DOTD) Maintenance Agreement funding is designed to reimburse the Parish for the maintenance of all streets and roads, which form a continuation of the State Highway System. Reimbursements must be maximized and cover related expenses so that millage funding can be used for other necessary operational and capital items. Internal Audit recommends the Department of Parkways increase its focus on appropriately maximizing revenue via the DOTD maintenance agreements.

RECOMMENDATIONS

- 2) Internal Audit recommends a separate Bid Item number for services eligible for reimbursement. The Bid Item number could be the same, if possible, across the relevant contracts. This will help to ensure that all items are captured and provide for a better audit trail.
- 3) Internal Audit recommends that Parkways work with the Department of Accounting to ensure segregation of each check into individual revenue recordation and more specific transaction descriptions.
- 4) Internal Audit recommends invoicing the Westbank reimbursable items on a monthly basis, or otherwise as per the current agreement. This may decrease the lapse time between the invoice and the cash receipt date, thusly improving cash flow.
- 5) Internal Audit recommends the Department of Parkways increase its focus on appropriately maximizing revenue via the Department of Transportation and Development maintenance agreements.



JEFFERSON PARISH CONTRACT ADMINISTRATION POLICY & PROCEDURES

CRITERIA

According to a letter from Parish President Cynthia Lee Sheng to All Employees dated January 21, 2021, a new Contract Administration Policy & Procedures manual was instituted throughout Jefferson Parish. The purpose of contract administration is to ensure that the contractor/vendor is performing all duties in accordance with the contract, that the financial interests of the Parish are protected, and that the Parish is aware of and addresses any developing problems or issues on a timely basis. The reason for implementing this policy is to mandate that when the Parish executes a contract in accordance with Parish and State Law, a Parish employee will assume the role of contract administrator and be responsible for monitoring the contract for proper execution and performance from the start date of the contract through completion and final acceptance.

FINDING

- 6) The Director of Parkways and the Contract Administrator for contract number 55-17317 were unaware of the Parish Contract Administration Policy & Procedures.

OBSERVATIONS

Internal Audit conducted an entrance conference with the Director of Parkways, Bryan Parks, and the Executive Assistant, Heta Babin, on April 7, 2022. Both were asked about the Contract Administration Policy & Procedures. Neither Mr. Parks nor Ms. Babin knew of the policy and procedures implemented on January 21, 2021. Internal Audit directed them to the document located on the Jefferson Parish Intranet. (See Attachment H for the policy.)



The Parish policy was not in effect during much of this contract under review; however, both Mr. Parks and Ms. Babin should have known its existence so that future contracts could be administered accordingly. Without regular communications and training regarding Parish policies, those policies may not be known and followed. The details in the preceding paragraph evidence this.

RECOMMENDATION

- 6) The Parish should provide regular communications reminding personnel of Contract Administration Policy and Procedures and other operational policies in effect. Additionally, the Parish should provide training as necessary to ensure that Departments understand the nature of the policies and appreciate their importance.

The Department of Parkways does many things well. It provides a great service to the citizens of Jefferson Parish by maintaining the parkways and thoroughfares and helping to ensure that the Parish is well kept and pleasing to the eye. The Department has various processes to effectively administer the grass cutting contract, such as regular and ongoing communication with the Contractor, review processes to ensure that specified work is being completed satisfactorily, and levels of approval to ensure invoicing and payment accuracy.

* * * * *

* * * * *

RECAP OF RECOMMENDATIONS

| # | Pg | Recommendation | Amount | Impact |
|---|----|---|--------------------|-----------------------------|
| 1 | 5 | Internal Audit recommends that the Department of Parkways ensure that payment terms and frequency of invoice requirements are contained within future Contracts or Bid Specifications. | \$5,270,704 | Dollars At Risk |
| 2 | 10 | Internal Audit recommends a separate Bid Item number for services eligible for reimbursement. The Bid Item number could be the same, if possible, across the relevant contracts. This will help to ensure that all items are captured and provide for a better audit trail. | \$ - | Management Tool |
| 3 | 10 | Internal Audit recommends that Parkways works with the Department of Accounting to ensure segregation of each check into individual revenue recordation, along with more specific transaction descriptions. | \$ - | Management Tool |
| 4 | 10 | Internal Audit recommends invoicing the Westbank reimbursable items on a monthly basis, or otherwise as per the current agreement. This may decrease the lapse time between the invoice and the cash receipt date, thusly improving cash flow. | \$358,123 | Improve Timing of Cash Flow |
| 5 | 10 | Internal Audit recommends the Department of Parkways increase its focus on appropriately maximizing revenue via the Department of Transportation and Development maintenance agreements. | \$262,041 | Increase Funding |
| 6 | 11 | The Parish should provide regular communications reminding personnel of Contract Administration Policy and Procedures and other operational policies in effect. Additionally, the Parish should provide training as necessary to ensure that Departments understand the nature of the policies and appreciate their importance. | \$ - | Management Tool |
| | | | | |
| | | TOTAL IMPACT ON FUNDING / RESOURCES | \$262,041 | Increase |
| | | IMPROVED CASH FLOW | \$358,123 | Increase |
| | | DOLLARS AT RISK | \$5,270,704 | Payments |

****END REPORT****

ATTACHMENT A

CONTRACT 55-17317

**AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
H&O INVESTMENTS, LLC**

THIS AGREEMENT made and entered into on this 14th day of March, 2018, by and between the Parish of Jefferson, hereinafter called "OWNER", duly represented herein by **Cynthia Lee-Sheng**, Chairwoman of Jefferson Parish Council, duly authorized to act by virtue of Resolution No. 131007, dated the 7th day of March, 2018, which is made a part hereof, and **H&O Investments, LLC**, represented by **David Mahler, Owner**, hereinafter called "CONTRACTOR".

NOW THEREFORE, for the considerations hereinafter expressed, the parties agree as follows:

SCOPE OF WORK

The OWNER does hereby grant and confirm unto CONTRACTOR a **three (3) year** Agreement grass cutting – smooth cut areas and rough cut areas for the **Parkways Department**, as per the General Conditions, any Supplementary Conditions, the Drawings and Specification on the file in the Office of the Chief Buyer for the Parish of Jefferson under Proposal No. **50-121520**, and the Contractor's written Bid Proposal dated **January 30th, 2018**, copies of which are attached hereto and made a part hereof. Maximum expenditures for this Agreement shall not exceed **seven million dollars (\$7,000,000.00)**.

The CONTRACTOR, its successors and assigns hereby agree to perform the Agreement well and faithfully in strict conformity with the terms and conditions of the Agreement, including the General Conditions, any Supplementary Conditions, the Drawings and Specifications, the Instructions to Bidders, and CONTRACTOR's written Bid Proposal attached hereto.

OWNER'S REPRESENTATIVE

The Director for the **Parkways Department** is responsible for the Project which is the subject of this Agreement and is hereinafter referred to as the Manager/Design Professional, who is to act as OWNER's representative, and who is to assume all duties and responsibilities and

have the rights and authority assigned to the Manager/Design Professional in General Conditions in connection with the completion of Work in accordance with the General Conditions.

PERFORMANCE BOND

CONTRACTOR hereby firmly and truly binds itself as principal with Developers Surety and Indemnity Company, as surety, unto the OWNER in the full and true sum of one million dollars (\$1,000,000.00) for the payment whereof Contractor and Surety bind themselves, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the attached performance payment bond(s).

CONTRACT TIMES OR TERM

The Contract shall be for **three (3) years** beginning on the date the contract is fully executed **on the date the contract is executed** and shall terminate at midnight of the date immediately preceding the **third** anniversary date thereafter.

PAYMENT AND TERMS

The OWNER binds and obligates itself to pay to said CONTRACTOR on proper completion of the Work under this Agreement those amounts due under the terms and conditions set forth in the General Conditions attached hereto. Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that , pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions of the Supplementary Conditions. Such termination shall be without penalty or expense to OWNER except for payments which have been earned prior to the termination date. Termination of this Agreement by OWNER under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of OWNER. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

1. CONTRACTOR has visited the Site, has familiarized itself with and is satisfied as to the nature and extent of the Contract Documents Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents or in the Supplementary Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Bidding Documents or in the Supplementary Conditions. CONTRACTOR accepts the determination, if any, set forth in the Bidding Documents of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purpose. CONTRACTOR acknowledges that OWNER and Design Professional do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing

of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. CONTRACTOR has given Design Professional written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by Design Professional is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR'S REPRESENTATIONS FOR NON-CONSTRUCTION CONTRACTS

1. CONTRACTOR has visited the Site and familiarized itself with and is satisfied as to nature and extent of the Contract Documents Work, Locality, and as to all general, local and Site conditions and federal, state and local Laws and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data" relating to the requirements for the services, equipment, materials or supplies.

3. CONTRACTOR is aware of the general nature of work to be performed by Owner and others that relates to the work as indicated in the Contract Documents.
4. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.
5. CONTRACTOR has given the OWNER or the Manager/Design Professional, if any, written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions of performance and furnish of the Work.

ASSIGNMENT

Neither the OWNER nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this Agreement, including any monies due or to become due to the CONTRACTOR under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this Agreement or the General Conditions.

SUBMISSION TO JURISDICTION OF JEFFERSON PARISH COURTS

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of the State. The CONTRACTOR hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

INSPECTOR GENERAL

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or

program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

SEVERABILITY CLAUSE

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or party thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

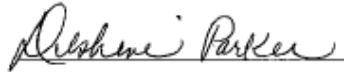
ENTIRE AGREEMENT

This Agreement and the attached documents represent the entire agreement between the OWNER and CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the OWNER, through its Council Chairman, and the CONTRACTOR.

Thus done and signed in 4 originals on the date first written above, in the presence of the undersigned competent witnesses.

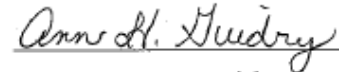
WITNESSES:

PARISH OF JEFFERSON



Print: Deshine Parker

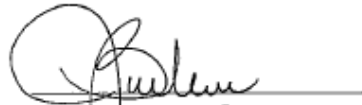
BY: 
Cynthia Lee-Sheng, CHAIRWOMAN
JEFFERSON PARISH COUNCIL



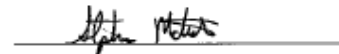
Print: Ann H. Guidry

WITNESSES:

H&O Investments, LLC


Print: Jodie Burnham

BY: 
David Mahler, Owner



Print: Stephen McArthur

CONTRACT PAGE 8 OF 8 DOES NOT EXIST.

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ATTACHMENT B

BID SPECIFICATIONS RELATED TO CONTRACT 55-17317

TO PROVIDE GRASS CUTTING SERVICES
(SMOOTH/ROUGH)
FOR THE JEFFERSON PARISH DEPARTMENT
OF PUBLIC WORKS – PARKWAYS DEPARTMENT



Bid Number.: 50-121520

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054

(504)364-2678

REVISED AS PER ADDENDUM # 1

Bid # 50-121520 Specification

Three (3) year contract to provide grass cutting services for The Jefferson Parish
Department of Public Works – Parkways.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-Bid Conference will be held at 10:00 am on December 4, 2017 in the Jefferson Parish Purchasing Department, located at 200 Derbigny Street, Suite 4400, Gretna, La. 70053. All bidders must attend the Mandatory pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the Mandatory pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.

PERFORMANCE BOND

The successful proposer shall be required to provide a performance (surety) bond in the amount of One Million dollars (\$1,000,000.000) to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

BID BOND

A bid bond in the amount of \$5,000.00 is required with the bid submission.

MINIMUM REQUIREMENTS : Due with bid submission.

Firm must be experienced at providing services similar in nature and complexity to the project outlined in this bid; and meet the following criteria: **Bidder must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number on the outside of the bid envelope.**

Classification shall be Landscaping/Grading/Beautification. Bidder must also possess a Herbicide Category 6 license issued by the Louisiana Department of Agriculture. Copies of all license (front and back) must be submitted with bid packet.

Maintain a fully staffed and equipped service facility to be inspected by Jefferson Parish.

Must have minimum experience in providing services in similar scope and size. (See References)

Must comply with the requirements listed in Attachment E – Equipment List

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Industry Standards/Tests/Recommendations:

The following are standards, tests, and recommended methods that apply to this work.

- a) Occupational Safety and Health Administration (OSHA)
- b) International Society of Arboriculture (ISA)
- c) Louisiana Department of Agriculture & Forestry (LDAF)
- d) Department of Transportation and Development (DOTD)

SERVICE LOCATIONS:

See Attachment Sheets (A – C)

Other areas may be added or removed from this contract in the future as needed. Additional/omitted areas for grass cutting will be priced by bidder's lump sum per cycle price divided by the approximate acreage given per cycle. This is to ensure a price per acre that is comparable to contract price.

This can be describe as a "maintenance assistance contract". It is basically intended to supplement work performed by regular maintenance forces of the Jefferson Parish Public Works – Parkways Department.

REFERENCES: DUE WITH BID SUBMISSION

Bidder must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past. Contact person(s), addresses and telephone numbers for each reference shall be included. These references must be submitted with the bid packet. See Attachment Contractor's Reference List.

PART II SCOPE OF WORK/SERVICES**SUMMARY OF WORK**

Jefferson Parish is currently using the departmental approach for its landscape maintenance and mowing operations. Each department is responsible for maintaining a different part of the Parish's facilities and public right of ways. This will be a maintenance assistance bid which is intended to supplement the work performed by the departments of Jefferson Parish with respect to the maintenance of Parish facilities and public right of ways. Jefferson Parish is soliciting bids from qualified contractors for the turnkey operation of grass cutting, weed control, weed eating, edging and cleaning of pavement – incidental work and associated maintenance of various facilities and right of ways of public streets within Jefferson Parish. The expression turnkey shall include buy may not be limited to all labor, material, equipment, transportation, insurances, licenses, qualifications, experience, removal and disposal. To accomplish the scope of work as defined, Jefferson Parish will contract with a qualified contractor capable of providing turnkey planning management, implementation and the coordination of these efforts with Parish Officials.

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SCOPE OF WORK

The scope of work shall include all items as listed within these specifications. This shall include turnkey maintenance of designated areas to include all aspects of lawn and garden maintenance for Jefferson Parish. Lump sum price per cycle includes equipment, operator, fuel and transportation to the work site. The contractor shall be awarded and shall be held responsible under this contract to the requirements prescribed by the following Resolution and all the amendments, contractor shall refer to Resolution No. 113646, which provides a uniform set of "General Conditions and Agreement for all contractors engaged in performing work or services for the Parish of Jefferson".

DEFINITIONS, TERMS AND SPECIAL CONDITIONS

The following are definitions, technical terms, and conditions included in these specifications.

DEBRIS REMOVAL

Waste such as grass clippings, dirt, or any other natural rubbish created as a direct result of the contractor's performance will be considered debris. Debris, as described, shall be removed by the contractor as a part of the grass cutting performance; debris shall be picked up daily. Under no circumstances shall the debris from the maintenance work be allowed to remain overnight in any one area. Debris removal is inclusive to the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

TRASH REMOVAL

Any non-organic or manmade debris that is not part of or obstructs the area to be maintained by the contractor is considered to be trash and will be removed prior to any cutting. Contractor shall be responsible for establishing the most efficient method of trash removal. Shredding of trash by mowers will not be permitted. Trash considered too large to be removed by hand or which requires specialized equipment to remove, shall be noted in the comments section of the daily maintenance report. This method of reporting shall alert the Parkway Department of Jefferson Parish for removal of the trash. Trash removal is inclusive to the cutting bid item. If any bags are left on medians and not picked up the day they are placed, the contractor will be notified and given two hours (2) to pick up. If the bags are not picked up in that time frame a Jefferson Parish employee will pick up the bag and the contractor will be charged twenty-five dollars (25) per bag. The charge will be withheld from the invoice payment for that cycle which the incident occurred.

EQUIPMENT REQUIREMENTS

The bid shall include equipment, operators, fuel, maintenance and transportation. All equipment shall be in a good state of operation and shall be maintained to work and perform the tasks it was designed for in an expedient time frame. Continual breakdown, repairs or work stoppage due to equipment failure will not be permitted. There will be a minimum equipment list provided by Jefferson Parish as Attachment "E", designated specifically for this contract. Contractor must provide Jefferson Parish with copies of

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registration certificates or lease agreements or documentation verifying an open line of credit for equipment specified in the minimum equipment list (Attachment "E").

WORK COMPLIANCE

The proposed work must comply with OSHA (Occupational Safety and Health Administration), DOTD (Department of Transportation), Jefferson Parish any other applicable agency requirements and regulations regarding this variety of work. The contractor will present Jefferson Parish will all licenses and permits required to perform the work, thirty (30) days prior to the award of contract date.

MAINTENANCE REPORTS

Contractor shall complete a daily maintenance report for each day work is performed. Reports will be e-mailed daily, no later than 8:00 a.m. next business day to the Parkway Department for Jefferson Parish. These reports are used as the record for tracking the quantity and quality of work being performed. In addition, the daily maintenance report shall be utilized to record anything which might impede the contractor in performing the scope of work. The contractor is required to notify Jefferson Parish immediately within 24 hours of any problems and/or restrictions that would prevent him from performing his duties. Contractor may elect to use own report format, if approved by Jefferson Parish. If these reports are not sent on a daily basis this could delay payment of invoices.

INSPECTIONS

Using the daily maintenance reports submitted by the contractor, inspections of areas of work performed shall be made by Jefferson Parish personnel to determine the acceptance of the work performed. In the event the work is considered unacceptable, the contractor will be directed to immediately employ any and all methods or means to bring the area up to an acceptable level within twenty-four hour (24) of notice, without any extra cost to Jefferson Parish. In regards to inspections of cleaning of paved areas and trash removal, please reference that section. Contractor's response time does vary.

TRAFFIC CONTROL SIGNS

The contractor shall provide all necessary barricades, signs, lights and warning devices or any other item necessary in order to properly move traffic around or through his operations. Set up, removal, and maintenance of all traffic control equipment shall be the contractor's responsibility. Slow moving vehicles signs and flashing lights shall be installed on all moving equipment that will use the public right of ways for transportation of equipment. The contractor shall be responsible for providing safe and expedient movement of traffic through the work areas. The contractor must have in place prior to work, a method of recording, responding and repairing legitimately broken glass, windshields or any other kind of damage experienced due to the work being performed. The Louisiana State Manual for uniform traffic control should be followed.

WORK PERIODS

All work time periods and days shall be in accordance with the requirements and standards of Jefferson Parish. Daily allowable working times will be from dawn to dusk. In the event that the contractor wishes to work weekends, holidays or outside the

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allowed times of the local governing bodies, contractor must secure permission from Jefferson Parish, and provide at least 72 hours of notification. The contractor must also be aware of any local event and existing traffic patterns that may affect scheduled maintenance operations. Contractor may be required to alter work schedule, accordingly. This modification to the schedule will not be grounds for any additional cost.

UTILITY SERVICE INTERRUPT

In the event of interruption of public or private utility service or general damage to public or private properties as a result of accidental breakage or any other actions by the contractor, contractor shall immediately notify the proper authority and/or property owner and shall fully cooperate with said authority or owner until the service is restored to its previous capacity.

DAMAGE TO FACILITIES

The contractor shall take exceptional precaution when performing cutting operations near these structures in order to eliminate the possibility of damage. In the event that damage occurs, the contractor shall immediately notify Parish representative. In addition, the contractor shall note in the comments section of the daily maintenance report the time, location, person notified, type of damage and circumstances of the damage. All costs associated with the repair and/or replacement of the outfall pipe or structure shall be borne by the contractor. The slope cutting areas covered under these specifications include numerous obstructions such as CMP (Corrugated Metal Pipe), RCP (Reinforced Concrete Pipe), PVC (Polyvinyl Chloride Pipe) and other types of drainage outfall culverts and structures. The contractor shall take exceptional precaution when performing cutting operations near these structures in order to eliminate the possibility of damage. In the event that damage occurs, the contractor shall immediately notify Parish representative. In addition, the contractor shall note in the comments section of the daily maintenance report the time, location, person notified, type of damage and circumstances of the damage. All costs associated with the repair and/or replacement of the outfall pipe or structure shall be borne by the contractor.

ONGOING CONTRACTS

It is possible that other contractors may be working within close proximity of the locations of work. The contractor shall coordinate his work with any other contractors working in or around the locations. Should a conflict occur, a Jefferson Parish Representative will make the final decision.

NUISANCE CONTROL

The contractor shall include in the bid the control of dust, noise and odors created by work operations. All controls shall be completed in order that nuisances are minimized and occur within the standards of all governing bodies.

EQUIPMENT STORAGE

Parking of grass cutting equipment and associated trucks and/or service vehicles during non-working hours (except during the mid-day meal period) shall take place in Parish

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designated and approved areas only. It is the intent of this section to eliminate the parking and storage of equipment near public right of ways, buildings and private facilities. The Parish will make areas available for parking equipment after working hours, weekends and holidays in relatively close proximity to the work areas. In the event that the contractor does not wish to utilize the areas provided by the Parish, the contractor must move and store equipment as directed by the Parish representative. Regardless of the areas designated by the Parish and used by the contractor, the Parish assumes no liability for the contractor's equipment. Any losses due to occurrences, such as theft, malicious damage, breakage, fire or general loss, will be assumed by the contractor.

TRANSFERRING CONTRACT

Transfer of this contract shall not be allowed under any circumstances unless prior written approval has been received from Jefferson Parish.

SAFETY PRECAUTIONS

The contractor shall strictly follow approved and normal safety practices during all operations. The contractor shall follow the guideline per OSHA requirements.

TURF MAINTENANCE:

CANAL TRANSITIONAL AREAS

This frequency shall be a minimum of: one (1) cut every thirty (30) days or once per every four (4) weeks, from November 1st through January 31st. One (1) cut every fourteen (14) days or once every two (2) weeks for February, March, September and October. One (1) cut every ten (10) days or once every one and one-half (1 ½) weeks from April thru August. The aforementioned frequency of cutting represents 26 cuts per 12 month period. This is the area where the slope meets the flat area/smooth cut areas. The Smooth cut contractor will be responsible to maintain this area. This area May vary from 1 – 5 feet depending on canal top. Majority of area needs to be done with a type of mowing equipment, not with a line trimmer. Areas not able to be reached with mowing equipment, line trimmers may be used. Do not use a tractor larger than 70 H.P., due to weight issues on top of the canal. Only Industrial Tires will be allowed. Batwing mowers cannot be used due to scalping issues. No scalping on transition allowed.

See ADDITIONAL TASKS/PENALTIES.

SMOOTH CUT

This frequency shall be a minimum of: one (1) cut every thirty (30) days or once per every four (4) weeks, from November 1st through January 31st. One (1) cut every fourteen (14) days or once every two (2) weeks for February, March, September and October. One (1) cut every ten (10) days or once every one and one-half (1 ½) weeks from April thru August. The aforementioned frequency of cutting represents 26 cuts per 12 month period. The grass shall be cut to a height of between a minimum of one and

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one-half inches (1-1/2") and a maximum of two inches (2") exposure. Areas adjacent to the canal slopes will be maintained as described in Section 2.1 Smooth cutting is inclusive to the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

ROADSIDE DITCH, SLOPE MOWING

The frequency shall be a minimum of one (1) cut per month or (30) days from January 1st through May 30th and September 1st through December 31st. Two (2) cuts per month or one (1) cut per every two (2) weeks or (14 days) during June 1st through August 31st. The grass shall be cut to a height of between a minimum of one and one-half inches (1/2") and a maximum of two inches (2") exposure. See ADDITIONAL TASKS/PENALTIES.

FLAT ROUGH

The frequency shall be a minimum of one (1) cut per month or (30) days from January 1st through March 30th and October 1st through December 31st. Two (2) cuts per month or one (1) cut per every two (2) weeks or (14 days) during April 1st through September 30th. The grass shall be cut to a height of between a minimum of one and one-half inches (1/2") and a maximum of two inches (2") exposure. See ADDITIONAL TASKS/PENALTIES.

SERVICES

The following services will be inclusive to the contract. Cutting shall be performed to such a manner as to leave the areas with a smooth, level, cut on the grass; conforming to the existing grade. No gouging, scalping or similar actions shall be permitted. The contractor is responsible for scheduling the grass cutting in such a manner that all areas are evenly cut. For example, medians with canals will be cut on the same day as the flat areas around the canals. See ADDITIONAL TASKS/PENALTIES.

HAND MOWING

Hand mowing is a form of cutting that will be performed using a push mower that may be required to complete some grass cutting areas. The push mower can be used for sites with small amounts of grass to be cut or sites with awkward slopes and angles. See ADDITIONAL TASKS/PENALTIES.

WEED EATING

Grass areas around any and all existing fixed features including but not limited to signs, monuments, benches, statues, landscaped beds, may be cut using a mechanical trimmer. These areas shall be cut to a one inch (1") height and a twelve inches (12") distance around all objects. Weed eating will not be allowed around any trees or plant material where damage may occur to the bark of the trunk of the plant or tree. Spraying shall only be allowed around trees for the purpose of weed control. The use of a mechanical trimmer is inclusive to the cutting bid item. Cost for weed eating is to be included in the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

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WEED CONTROL

As needed, whereas no weeds are visible within the designated area. Herbicides and pre-emergent herbicides may be required. Weed control and spraying shall be performed by a licensed and qualified applicator in such a manner to leave clean lines around all areas that will be affected. Spraying around trees will be in a radius of twenty-four inches (24") from the trunk of the tree, creating a forty-eight inch (48") diameter circle and be partially covered by pine straw. No spraying around other obstructions such as signs, fire hydrants, light poles, guard rails and permanent objects, etc. Precautions should be taken to avoid chemical drift by not spraying when wind is in excess of 5 mph. All gardens within the designated maintenance area shall be weed free at all times. Weeds in all cracks and joints in all paved surfaces including streets, parking areas and walkways shall only be removed by spraying. Spraying will not be allowed where the paved surface meets the edge of lawn. Weed control is inclusive to the cutting bid item. Cost for weed control is to be included in the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

WEED REMOVAL

Garden beds are to be weed free at all times. Pre and Post – emergent herbicides may be incorporated into soil or as an overspray as per manufacturers recommendations. Weed removal is inclusive to this contract. Spraying of herbicides may not go any further out then bed's edge. Any plant material harmed by post-emergent herbicide overspray will be replaced by contractor. All chemical applications must be authorized by Parkway Department prior to them being sprayed. Weed removal is inclusive to the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

EDGING

All locations where grass areas meet surface paving, whether it is concrete, asphalt, brick or some other material paving type, the grass shall be edge and not sprayed. Herbicides may not be used to control grass growth where grass and a paved surface meet. The frequency of edging shall be such that no part of the grass growth shall extend over the hard surface more than one and one-half inches (1 ½") in length. Edging equipment shall be such that a clean, sharp line along the hard surface/grass interface shall remain upon completion of edging. A minimum depth of one inch (1") shall remain along and below the top of hard surface paving upon completion of edging in order to retard the continued growth of the grass. Edging is inclusive to the cutting bid item. Cost for edging is to be included in the cutting bid item. (No Disc or line trimmers edging allowed...Stick or walk behind edger's must be used...) See ADDITIONAL TASKS/PENALTIES.

CLEANING OF PAVED AREAS/SWEEPING

The paved areas adjacent to turf areas being cut will be free of grass, leaves, cigarette butts, and any other type of debris. Debris shall not be blown from the paved to the turf areas. Code 1961 17-3 Ordinance No. 2120 2-14-01 Sec. 27-71 (A) states: "It shall be unlawful to dump or place material of any kind into parish catch basins, in a canal/ditch, on the banks of a drainage canal/ditch or in drainage servitude without a permit." Contractor shall not blow grass clippings into roadways and/or drainage catch basins.

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In order to keep grass, leaves, smoking paraphernalia butts and other debris from collection and building up in the curb of streets, the contractor will be REQUIRED to sweep the areas affected by grass cutting and edging. The contractor shall use a mechanical or vacuum street sweeper with at least a 3 yard hopper or equivalent. This equipment must be approved by Jefferson Parish – Parkways Department. The street sweeping shall be performed immediately after each edging and cutting operation. Blowers may be used to blow grass clippings off walkway. Blowers will not be allowed to blow grass clippings, dirt and debris into the street or drain inlets. If upon inspection the paved area/areas have not been cleaned to Jefferson Parish's satisfaction, Jefferson Parish will contact the contractor who has two (2) hours to clean this or these areas of pavement. If at the end of the allotted time period the contractor has not cleaned area/areas to Jefferson Parish's satisfaction then the Parkways Department will send a sweeper to the location and charge the contractor an hourly rate of \$125.00 for cleaning area/areas. This hourly rate will include travel time to the location, clean up time and travel time, back to the sweeper's initial location. The charge will be withheld from the invoice payment for that cycle which incident occurred. All debris, i.e., litter, cigarette butts, clippings, etc., shall be removed from paved areas. Cleaning of paved areas is inclusive to the cutting bid item. See ADDITIONAL TASKS/PENALTIES.

PINE STRAW PLACEMENT

Pine straw shall be placed around each tree in all rough and smooth cutting areas. Pine straw shall be placed four inches (4") thick in a circular fashion, in a radius of twelve inches (12") from the trunk of the tree covering the sprayed area. The straw shall be set down level and not in a pyramidal fashion around the base of the tree. This straw shall be refreshed in the same manner every four (4) months throughout the year. Pine straw shall also be placed four inches (4") thick in all garden beds and refreshed every four (4) months. Only whole pine straw free of debris shall be permitted. Pine straw placement is inclusive to the cutting bid items. Cost for pine straw placement is to be included in the cutting bid items. Bidder has fourteen (14) days from the first of each of the given months (January, May and September) to complete all mulching on both the east bank and the west bank locations. See ADDITIONAL TASKS/PENALTIES.

ADDITIONAL PINE STRAW PLACEMENT

Additional pine straw placement will be required for (new) trees/shrubs/landscape beds. Upon awarding this contract any additional trees/shrubs/landscape that needs to be mulched by bidder will be priced on a per cubic foot basis. Please review Attachment "D" for guidelines. This price needs to be added to Attachment "D" by the proposer.

TREE TRIMMING

Trees within the smooth cutting areas shall be properly trimmed in accordance with standard practices of licensed Arborists. Trimming the entire tree is not intended to be a part of this bid, however, those branches that may interfere with the work to be performed will be pruned in a manner that will allow access around the tree, such as, trees with low hanging branches that obstruct the area to be cut will be pruned to a height of five feet (5') above ground level. Any growth extending six inches (6") from the main trunk of a tree, and within five feet (5') of the ground level, is considered to be

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sucker growth that will be removed. Should contractor observe a heavily damaged or dead tree by no fault of his performance of contract, he shall note this in the comments section of the daily maintenance report. A licensed Arborist must be on site prior to and during any tree trimming which exceeds the aforementioned required specifications for tree trimming. It should be recognized and well known by the contractor that certain areas of the parish "do not allow any" tree trimming to occur. These restricted areas will be made apparent to the contractor upon request. It is the responsibility of the contractor to know where these areas are located prior to the commencement of this contract. Cost for tree trimming is to be included in the cutting bid items. See ADDITIONAL TASKS/PENALTIES.

ADDITIONAL TASKS/PENALTIES

If any other task the contractor has not completed satisfactory after a twenty-four hour (24) notice, a crew from Jefferson Parish will be sent out to complete the task. An hourly rate of seventy-five dollars (\$75.00) will be charged to the contractor. The hourly rate will include travel time to and from locations. The charge will be withheld from the invoice payment for that cycle which the incident occurred.

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ATTACHMENT "A"
SMOOTH CUT
CUT 26 TIMES A YEAR

| <u>Location</u> | <u>Area</u> |
|--|-------------|
| 17 th Street (Causeway to Severn) | |
| 9 th Street @ Dogwood | |
| 9 th Street Redwood | |
| Airline Park Blvd (W. Metairie to Airline Drive) | |
| Airline @ Lester | |
| Alamo @ 11 th St | |
| Alex Kornman (Post to Longleaf) (Eastview to Sandy) | |
| Ames (Barataria to Acer) | |
| Ames Boulevard @ Joy Ann | |
| Aris & West Esplanade Avenue | |
| Arnoult Rd & Claiborne Ave. (Near Airline Hwy.) | |
| Avenue D (West Bank Expressway to 4 th Street) | |
| Bastian (Barataria to Vermillon) | |
| Bayou Estates (Ames to Caddy Drive) | |
| Belle Meade South (Roadside) | |
| Berwick (Causeway to N. Arnoult) | |
| Berwyn & Roselawn DR. (The corner lot, the fence line along Berwyn at Turnbull Dr.) | |
| Betty Boulevard (Lapalco to Canal) | |
| Blanca Court (Carl to Dead End) | |
| Bonnabel Boulevard (Lake Pontchartrain to Metairie Road) | |
| Brentwood @ Elise | |
| Bretchel Park @ Little Farms | |
| Bridge City Avenue (12 th to 15 th) | |
| Camilla Drive (Cul-de-sac) (Rural) | |
| Canal St (I-10 Service Rd to Pump Station) | |
| Carol Sue Ave (Farmington Pl. to Whitney Blvd) | |
| Carrie Lane (Ames Blvd to Lafitte Larose Hwy) | |
| Causeway Boulevard (River Road to I-10) | |
| Charlie | |
| Christiana Dr. (Left) | |
| Christiana Dr. (Bus Stop) | |
| Churchill | |
| Citrus (Elmwood Blvd to Dickory) | |
| Claiborne Pkwy (W.B. Expressway to Beech Grove) | |
| Clearview Pkwy (Folse to Jefferson Hwy) | |
| Codifer Blvd (Beverly Garden Drive to Metairie Road) | |
| College (Barataria to Bennington) | |
| Commercial (Lapalco to Day Street) | |
| Cousins Blvd (Oakmere to Woodmere) | |

REVISED AS PER ADDENDUM # 1

ATTACHMENT "A" CONTINUED

Coventry Dr.
Creston (Bengal to Starrett)
Cypress St (Small circle area)
David Drive (W. Metairie Ave to W. Napoleon Ave)
David Drive #7 (In front of old dump)
Deckbar Avenue (Off Jefferson)
Destrehan (Lapalco to Clover)
Devereaux Drive along fence (Rienze to Bellegrave)
Dewberry Ct (US 90 to Simoneux)
Dickory (Earhart to Airline Highway)
Dilton Avenue @ Zelma
Dodge Avenue (Jefferson Highway to Orleans)
Donald Ct (Cul-de-sac)
Donna Ave (901) (Area next to the corner house)
Doreen Guardrails (Doreen @ Ames)
Drake Ave (W.B. Expressway to Angela)
Evelyn Pl (Midway to Dead End)
Fairlane Drive (Cul-de-sac) (Elise)
Fairmont Ave (Livingston Pl to Mulberry)
Farnham Pl. (Metairie Rd to R.R. Tracks)
Florida & Jefferson Hwy
Focis St
Fourth St. (Barataria Blvd to Destrehan Ave)
Frisco Ave (Cuddy Dr to Woodvine)
Frisco Ave (Metairie Rd to Carrollton)
Garden Pl (Cul-de-sac) (Garden Road)
Garden Road (Cul-de-sac) (Dead End)
Generes St
Georgia Dr (Chalfant to Hilton)
Geranium (Highland Meadow to Carrie Ln)
Glen Della Drive (US 90 to Cathedral)
Green Acre & Haring @ W. Metairie
Gretna Blvd (Gretna City Line to Dogwood)
Grove 300 @ Marilyn
Harvey Blvd Ext. (Wall Blvd to Engineers Rd)
Harvey Blvd (Wall Blvd to Dead End)
Hector Street (Wright Road to Whitney Blvd)
Hennessey Court & Huntly (Off Jefferson)
Highland Avenue (Airline Highway to Railroad Tracks)
Hillcrest (Barataria to Pritchard)
Holmes Blvd (Oakwood Drive to Foot of Overpass)
Hooter (Bridge City Ave to Cul-de-sac)
Industrial (Lapalco Blvd to Day Street)
Inez Drive (Cul-de-sac) (Rural)

REVISED AS PER ADDENDUM # 1

ATTACHMENT "A" CONTINUED

Isabell & Gelpi
Ivy (Wilson to Little Farm)
Jamie (US 90 to Nicole Blvd)
Jefferson Park (Jefferson Highway to Leila)
Justin (Midway to Dead End)
Kawanee (Power Blvd to Craig)
King Henry Court (W.B. Expressway to Dead End)
L&A Road (Labarre to Airline)
L&A Road @ Airline Highway
Lake Tahoe Court Off Manhattan (Manhattan to Lake Des
Allemands)
Lake Villa & Avron (Corner lot)
Lapalco Boulevard (Belle Chasse Hwy to Hwy 90)
Lausat Street @ Shrewsbury
Laux Manor (Cul-de-sac) (Elise)
Lee Court (Jefferson Highway to Dead End)
Leo Kerner Blvd
Levee View Drive (Jefferson Highway to Dead End)
Long Leaf (Destrehan to Alex Kornman)
Loumar (Labarre to Hollywood)
Loumor (Gruner to Livingston Pl) Northside
Lynette Drive (Airline to Buras)
Manhattan Blvd (W.B. Expressway to Canal)
Manley @ Labarre Road
Marian Ct. @ Berwyn
Market & Laurel St. (lot on corner)
Market @ N Dilton
Martha Lane (Cul-de-sac) (Sauvs Rd)
Martin Behrman Walk (Toulouse st & Veterans)
Medical Center Boulevard (Witcher to Tenth)
Melroy Court (Cul-de-sac) (Elise)
Metairie Road (Severn to Orpheum)
Milan (Cumberland to Starrett)
Mistletoe (Lester to Little Farms)
Mt. Rushmore (Barataria to Mt. Whitney)
Morning Dew Lane
N. Turnbull & Johnson
N. Howard (Airline to Karen)
N. Oak
Nassau & Englewood
New York @ West Metairie
Newman Ave (Chalfant to Jacqueline)
Nicole Boulevard (Pat Drive to Dead End by Ruth)
Nursery @ West Esplanade

REVISED AS PER ADDENDUM # 1

ATTACHMENT "A" CONTINUED

Oak Alley Boulevard (Anchorage Drive to Seven Oaks Ct)
Oak Forest (Barataria to Audubon)
Oak Street (Bridge City Avenue to River Road)
Oakmere (Cousins to Deerpark)
Old Hammond Hwy
Orpheum (Northline to Hycainth)
Park Drive @ Velma
Pepsi @ Elmwood
Phillip Drive (Lapalco to Loraine)
Plauche & Edwards Ave. (Next to the Cox Building)
Post Drive (Oakmere to Alex Komman)
Power Boulevard (West Esplanade to Veterans Boulevard)
Power Tear Drop (I-10 area)
Pritchard (Barataria to Hillcrest)
Promenade Boulevard (Lapalco to Barataria)
Rensu Drive (Cul-de-sac) (Rural)
Richland Ct 901
Richmond @ Dalton
Rio Vista Avenue (Joyce to Sterling)
River Lane @ Orchard Road
Robertson (Shrewsbury to Dead End)
Robin Lane (Midway to Dead End)
Rock Fish Road @ Mill Creek
Rue Louis Phillipe (Caddy to Ames)
Russell Steet @ Little Farms
S Upland 701 @ Milan
Sauve Road (Jefferson Highway to Generes)
Sauve Road @ Jefferson Hwy (Pocket Park)
Saxon @ Dead End (Off Veterans Hwy)
Segnette Boulevard (Lapalco to West Bank Expressway)
Severn Avenue @ Johnson Avenue
Severn Avenue (Lake Pontchartrain to West Napoleon)
Sheree Lyn Court along Canal (Ginette to Dead End)
Shelton (S.Sibley to Upland)
Sierra Court 123
Sierra Court 203
Son K (Barataria to Dead End)
Sophia Street (Madelyn to Dead End)
Stumpf @ Whitney Boulevard
Sunrise Dr. Lot
Terry Parkway (W.B. Expressway to Belle Chase Highway)
Teuton @ Dead End (Off Veterans Hwy)

REVISED AS PER ADDENDUM # 1

ATTACHMENT "A" CONTINUED

Tiffany Drive (Celestre to Sauce Road)
Transcontinental Drive (Folse Drive to Airline Drive)
Turnbull (2200 & 2201)
Tusa Drive (Barataria to Mary Drive)
Utopia at Clearview Pkwy.
Utah Beach (Bridge City Avenue to Dead End)
Veterans Blvd (Tennessee to Papworth) (Canal tops
Included)
Villemar Street @ Hector
Vineland (Park View to Lime)
Vineland Dr. (Transcontinental to Green Acres)
Vintage Boulevard (Cocoplumosas to Wilson Drive)
Virginia (Drolla Park to Dead End)
Waldo St. (801) (lot next to house)
West Esplanade Avenue @ Nursery
West Esplanade Avenue (Power Boulevard to Orpheum)
W. Metairie Ave (N. Bengal to Edenborn)(Canal tops
included)
W. Napoleon Avenue (David to Galleria) (Canal tops
included)
Wall Blvd (Belle Chase Highway to Stonebridge Drive)
Wayne (West Bank Expressway to Angela)
West Canal (Academy Drive to Bissonet Drive)
Westminister (Lapalco to Barlett)
Westwood (West Bank Expressway to Runnymede)
Whitney Boulevard (West Bank Expressway to Landry
Street)
Wichers (Avenue F to Barataria)
Wiegand (Bridge City Avenue to Bolo Court)
Wilson Drive (Lake Pontchartrain to West Esplanade
Avenue)
Woodmere Boulevard (Cousins to Lapalco)

TOTAL:

Approx. 461.80
Acres

REVISED AS PER ADDENDUM # 1

ATTACHMENT "A" CONTINUED

STATE ROW

Location

Area

Behrman Hwy (Holmes to Belle Chase Hwy)
Belle Chase Hwy (West Bank Expy to Engineers Road)
Barataria Blvd (4th Street to Pritchard)
Airline Drive (Kenner to New Orleans)
Dickory (Airline to Dock)
Jefferson Hwy (Monticello to Filmore)
W.B. Expressway (Terry Pkwy to Westside 90 Traffic
Circle)

TOTAL:

Approx. 273.42
Acres

State Row locations are included with Bid Item 0010 shown on the previous pages.

GRAND TOTAL:

Approx. 745.22 Acres

REVISED AS PER ADDENDUM # 1

ATTACHMENT "B"
PARKWAY FLAT (ROUGH CUT) AREAS
CATEGORY 6
CUT 18 TIMES PER YEAR

Parcel Location

Live Oak (S. Kenner Rd to W.B. Expwy.)
Rivet (Live Oak to River Rd)
Nine Mile Point (W.B. Expwy to Bridge City Ave)
Destrehan (W.B. Expwy to Lapalco Blvd. South)
Nicole Blvd (Lapalco Blvd to Pat Drive)
Lapalco Blvd (Segnette Blvd to Hwy 90)
Earhart Intersection (Retention Pond Area)
Water Oak (Live Oak to Dead End)
Dandelion (Water Oak to Honeysuckle)

Total Approx. Acres: 165.3

REVISED AS PER ADDENDUM # 1

ATTACHMENT "C"
PARKWAY ROADSIDE DITCHES
CATEGORY 3
CUT 15 TIMES PER YEAR

Parcel Location

11th (Breux to Manhattan)
7th (New Orleans to Dead End)
Amigo (Ames to Colony)
Arlington (11th to Dead End)
Bayou Road between Peters Rd and Dead End
Betty Mae St. (Central to Dead End)
Breux (Peters Rd. to Queen)
Briant (Belle Chasse Hwy to Dead End)
Broadway (11th to Dead End)
Broadway (7th to Dead End)
Bundy Rd. (LA 45 to Dead End)
Carmelite (Hwy 301 to Dead End)
Caroline St. (LA 45 to Dead End)
Central St. (LA 45 to Betty Mae)
Charles (LA 45 to Dead End)
Defourneau (George to Gambino)
Dolores (Ames to E Ames)
Edison (11th to Dead End)
Everard (Sharpe to Lusile)
First St. (Patriot to W.B. Expy)
Fisher (Orange St. to LA 45)
Foundry (Latigue to Modern Farms)
Fourth St. (Fisher to Marrero Rd)
Jefferson (11th to Dead End)
Joyce (14th to Dead End)
Lafayette (11th to Dead End)
Lapalco Ramp between Peters and Vulcan
Latigue (River Rd to Foundry)
Lisa St. (Orange to Dead End)
Live Oak Blvd
Lucille St. (LA 45 to Dead End)
MacArthur (Patriot to W.B. Expwy)
Maise St. (Perrin to Marrero Rd)
Marie Ct. (Lafitte)
Marrero Rd. (LA 45 to Dead End)
Mathis (11th to Dead End)
Mathis (7th to Dead End)

REVISED AS PER ADDENDUM # 1

ATTACHMENT "C" CONTINUED

McMurphy (Hwy 301 to Dead End)
Milen (Dead End to Lester)
Modern Farms Rd. (RR tracks to River Rd)
New Orleans (11th to Dead End)
Nicole Blvd (Lapalco to Pat Drive)
Nunez (LA 301 to Dead End)
Oak (W.B. Expwy to 9th)
Oak Row (Sharpe to Orleans)
Orange St. (Dead End to Marrero)
Orleans Way (Dead End to Bayou Des Fam)
Orleans Way (Oak Row to Dead End)
Perrin Street (LA 45 to Orange St)
Phil (Ames to Amigo)
Pitre St (LA 45 to Dead End)
Randy St. (LA 45 to Dead End)
Rivet (River Rd to Live Oak)
Rochelle (7th to Dead End)
Rozas (LA 45 to Dead End)
S. Kenner (River Rd to Live Oak)
Schuffler (LA 45 to Dead End)
Second St. (Perrin to Dead End)
Seven (Ames to Dead End)
Shady Park (LA 45 to Dead End)
Sharpe Rd (LA 45 to Dead End)
State (9th to 11th)
Velva (11th to Dead End)
Victoria (11th to Dead End)
Victoria (7th to Dead End)
Washington (11th to Dead End)
Willswood Dr (River Rd to Live Oak)
Yacht Pen (Dead End to LA 45)
York (9th to Dead End)

Total Approx. Acres: 216.95

Hickory (Sauve Rd to Dickory)
Jefferson Hwy (Hickory to Plantation)
Julia (Crown Point Rd to Pitre Rd)
Crown Point Rd (Hwy 45 to Dead End)

Added Approx. Acres: 3.52

Total Approx Acres: 220.47

REVISED AS PER ADDENDUM # 1

**GUIDELINES FOR ADDITIONAL PINE STRAW PLACEMENT
ATTACHMENT "D"**

Trees/Shrubs

15 gallon tree – 1/2 Cubic Foot
30 gallon tree – 1/2 Cubic Foot
45 gallon tree – 1/2 Cubic Foot
100 gallon tree – 1 Cubic Foot
200 gallon tree – 1 Cubic Foot

Landscape Beds

1 Cubic Foot of Pine
Straw – 10sq Feet of
Coverage at 3" thick

REVISED AS PER ADDENDUM # 1

**MINIMUM EQUIPMENT LIST
ATTACHMENT "E"**

| <u>Quantity</u> | <u>Description</u> |
|-----------------|--|
| 24 | Line trimmers. Minimum 25cc |
| 12 | Back pack blowers. Minimum 50 cc |
| 16 | Manicure mowers with (60" or 72") cutting decks (front or belly mount) |
| 12 | Stick or walk behind edgers |
| 2 | Boom Mowers (Minimum 28 foot ready) |
| 1 | 15 foot Flexwing Mower |
| 2 | Large Tractors (85 + HP) with attachments |
| 2 | Hand Mowers |
| 2 | Mechanical or Vacuum Street Sweepers with 3 yard hopper or equivalent |

REVISED AS PER ADDENDUM # 1

ATTACHMENT C

RESOLUTION NO 131007

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 131007

A resolution accepting the lowest responsible bid of **H & O Investments, LLC.**, Bid No. 50-121520, to provide a three (3) year contract for grass cutting – smooth cut areas and rough cut areas for the Jefferson Parish Department of Public Works – Parkways. Maximum expenditures shall not exceed \$7,000,000.00 for the three (3) year period; the term of this contract will commence on upon the execution of the contract and shall terminate at midnight of the date immediately preceding the third anniversary date thereafter; and compensation shall not exceed this amount by a factor of more than 10% without amendment to the contract authorized by resolution of the Council. (Parishwide)

WHEREAS, bids were received on January 30, 2018;

WHEREAS, expenditures under the current three year contract for Sloped and Flat Mowing (55-14496) covering the period of (10/27/14 – 10/26/17), Bid No. 50-110037 with Ramelli are \$6,331,828.27 thru 2/15/18.

WHEREAS, expenditures under the current three year contract for Smooth Cut Areas (55-14552) covering the period of (02/24/15 – 02/23/18), Bid No. 50-110693 with Ramelli are \$2,930,727.72 thru 2/15/18.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the lowest responsible bid of **H & O Investments, LLC.**, Bid No. 50-121520, to provide a three (3) year contract for grass cutting – smooth cut areas and rough cut areas for the Jefferson Parish Department of Public Works – Parkways. Maximum expenditures shall not exceed \$7,000,000.00 for the three (3) year period; the term of this contract will commence on upon the execution of the contract and shall terminate at midnight of the date immediately preceding the third anniversary date thereafter; and compensation shall not exceed this amount by a factor of more than 10% without amendment to the contract authorized by resolution of the Council, be and is hereby accepted.

SECTION 2. That the lowest responsible bid of **H & O Investments, LLC.** under Bid Proposal No. 50-121520 for grass cutting – smooth cut areas and rough cut areas for three years (3) at the bid tabulation price of \$4,312,293.33, be and is hereby accepted.

SECTION 3. That the Chairperson of the Jefferson Parish Council, or in his/her absence, the Vice-Chairperson, be and is hereby authorized, empowered, and directed to sign and execute a contract and all related documents with **H & O Investments, LLC.**

SECTION 4. That all expenditures incurred shall be charged to Account No. 7344.5 (of the User Department), Grass Cutting.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 7th day of March, 2018.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT D

BID NO. 50-00121520

DATE: 11/15/2017

BID NO.: 50-00121520

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: DREAMY@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 12/19/2017 AND PUBLICLY OPENED THEREAFTER. For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113546 and/or Resolution No. 113547.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

DATE: 11/15/2017

BID NO.: 50-00121520

Page: 2

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

DATE: 11/15/2017

BID NO.: 50-00121520

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

1,4,5,6,8,10,11,12,13,15

MANDATORY

PRE-BID CONFERENCE TO BE HELD AT: 200 DERBIGNY ST.SUITE 4400 GRETN, LA.
70053 AT 10:00 AM
ON 12/04/2017

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37:2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract execution/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required:** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(B)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 11/15/2017

Page: 5

BID NO.: 50-00121520

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF Contract Term

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES 7 days after award

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 52956

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: H&O Investments, LLC

ADDRESS: 17425 Opportunity Avenue

CITY, STATE: Baton Rouge, LA ZIP: 70817

TELEPHONE: (225) 454-6397 FAX: (225) 751-4953

EMAIL ADDRESS: davidmahler@handollc.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: 2

NUMBER: 3

NUMBER: 4

TOTAL PRICE OF ALL BID ITEMS: \$ 4,312,293.28

AUTHORIZED
SIGNATURE: 

David Mahler
Printed Name

TITLE: Owner

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

DATE: 1/03/2018

Page 6

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 56-00121520

SEALED BID

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES | UNIT PRICE QUOTED | TOTALS |
|-----------------------------|----------|------|--|----------------------|--------------|
| | | | THREE (3) YEAR CONTRACT FOR GRASS CUTTING OF ROUGH CUT AREAS (SLOPED AND FLAT) FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS- PARKWAY | | |
| 1 | 76.00 | EA | 0010 Smooth Cut (Manicure Cutting) for the Jefferson Parish Department of Public Works - Parkways, as per specifications Smooth Cut Locations Attachment A Cut 26 times per year | 47,625.54 | 3,714,792.12 |
| 2 | 54.00 | EA | 0020 Parkway Flat (Rough Cut) Areas Attachment B Cut 18 times per year | 5,555.55 | 299,999.70 |
| 3 | 45.00 | EA | 0030 Parkway Roadside Ditches Attachment C Cut 15 times per year | 6,500.00 | 292,500.00 |
| 4 | 4,000.00 | CF | 0040 Additional Pine Straw Mulch Guidelines for Placement per Attachment D | 1.00 | 4,000.00 |
| 5 | 1,000.00 | SQFT | 0050 Addition and/or Removal of grass for Attachment A price per sqft. | .00146 | 1.46 |
| 6 | 1.00 | SQFT | 0051 Addition and/or removal of grass for Attachment B price per sqft | .00078 | .00078 |
| 7 | 1.00 | SQFT | 0052 Addition and/or removal of grass for Attachment C price per sqft | .00069 | .00069 |
| 8 | 1,000.00 | SQFT | 0060 Addition of Beds Maintenance as per Specifications: Weed Removal. Price per sqft. | 1.00 | 1,000.00 |
| REVISED AS PER ADDENDUM # 3 | | | | | |



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda C. Patel
Director

January 3, 2018

ADDENDUM # 3

Bid No.: 50-00121520

Bid Opening Date: 01/04/2018
Extended Date: 01/18/2018

For: Three year contract for grass cutting of rough cut areas (sloped & flat) for Jefferson Parish
Parkways.

The bid opening has been extended until January 18, 2018.

Remove page six (6) of bid form and replace with attached revised form.

Question: #1. Addendum #1 states on page 3 under Bid # 50-121520 Specification "Three (3) year contract to provide grass cutting services for The Jefferson Parish Department of Public Works-Parkways", but Addendum #2 states on the Description of Articles "Two (2) year contract for grass cutting of rough cut areas (sloped and flat) for Jefferson Parish Department of Public Works-Parkways". Please clarify.

Answer: It is for a three year contract. Remove page six (6) of bid form and replace with attached revised form.

Question: #2. Addendum #1 states on page 8 under Canal Transitional Areas "This area may vary from 1-5 feet depending on canal top". Was this square footage included in the previous/current contract? If not does the Parish have an estimate of the additional square footage?

Answer: Jefferson Parish does not have the square footage of the transition areas. All areas are approximate square footage and should be determined by contractors.

Question: #3. Is it correct that in the last contract(s) Jefferson Parish Drainage Department cut the areas of West Metairie, West Napoleon and, West Esplanade under 8' and The Parkways Department would cut areas larger than 8'. Within the scope of "this contract" would the contractor be required to cut both these areas 26 times per year?

Answer: All areas are above 8 foot is cut 26 times a year. Refer to bid specs.

General Government Bldg. - 200 Derbigny St - Suite 4400 - Gretna, LA 70053
Office 504.364.2678
Email: Purchasing@jeffparish.net Website: www.jeffparish.net

ATTACHMENT E

CONTRACTS PAYABLES LISTING (EXCERPTS)

```

PROGRAM . . . : CT0430
REPORT . . . : CONTRACT PAYABLE LISTING
USER . . . : THAZELEA
DATE . . . : 3/15/22
TIME . . . : 14:08
HOLD . . . : YES
COPIES . . . : 1
OUTPUT QUEUE: *DEFAULT
DISTRIBUTION: *NONE

SELECT OPTIONS
FROM CONTRACT NUMBER: 55-00017317 GRASS CUTTING - SMOOTH & ROUGH CUT AREAS
THRU CONTRACT NUMBER: 55-00017317 GRASS CUTTING - SMOOTH & ROUGH CUT AREAS
VENDOR NUMBER . . . : *ALL
FROM INVOICE DATE . . : *ALL
THRU INVOICE DATE . . : *ALL
COMPLETION STATUS . . : BOTH
  
```

THIS REPORT WAS EXCERPTED DUE TO ITS LENGTH. THE AMOUNT OF \$5,270,704.4450 WAS UNCHANGED
AS OF 05/05/2022

| Jefferson Parish FMS | | FINANCIAL MANAGEMENT | | | | | PAGE 138 | |
|--------------------------------|-------------|--------------------------|-----------|----------|----------|------------|--------------|----------------|
| DATE 3/15/22 | | CONTRACT PAYABLE LISTING | | | | | CT0430 | |
| TIME 14:08:34 | | | | | | | THAZELEA | |
| CONTRACT | DESCRIPTION | START DATE | END DATE | STS | ORIGINAL | EXPENSED | ENCUMBERED | REMAINING |
| -----BALANCES----- | | | | | | | | |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 18-08 | 7/31/2018 | 1.0000 | CUT | 210.6000 | 210.6000 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 210.6000 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 18-09 | 8/31/2018 | 1.0000 | CUT | 771.5500 | 771.5500 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 771.5500 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 18-10 | 9/30/2018 | 2.0000 | CUT | 527.8000 | 1,055.6000 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 1,055.6000 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 19-07 | 4/23/2019 | 1.0000 | EA | 2,075.9100 | 2,075.9100 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 2,075.9100 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 19-08 | 5/06/2019 | 1.0000 | EA | 2,075.9100 | 2,075.9100 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 2,075.9100 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 19-09 | 5/20/2019 | 1.0000 | EA | 2,075.9100 | 2,075.9100 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 2,075.9100 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 19-10 | 5/27/2019 | 1.0000 | EA | 2,075.9100 | 2,075.9100 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 2,075.9100 |
| ITEM DESCRIPTION | STATUS | INVOICE # | INV DATE | QUANTITY | U/M | COST/UNIT | TOTAL AMOUNT | |
| 0010 Smooth Cut (Manicure Cutt | PAID | WEMD 19-11 | 5/31/2019 | 1.0000 | EA | 2,075.9100 | 2,075.9100 | |
| INVOICED ITEMS . . . : | 1 | | | | | | | 2,075.9100 |
| TOTAL CONTRACTS . . . : | 1 | | | | | | | |
| TOTAL INVOICED ITEMS: | 1,195 | | | | | | | 5,270,704.4450 |

ATTACHMENT F

RESOLUTION NO. 133858: RIGHT-OF-WAY

On motion of **Mr. Conley**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 133858

A resolution approving a Maintenance Agreement between the Parish of Jefferson and the State of Louisiana, Department of Transportation and Development (DOTD), Office of Engineering, for a period not to exceed one year to provide for mowing, litter and trash collection on a series of State Routes throughout the Parish on a reimbursement basis with a maximum reimbursement amount of one hundred twenty-three thousand four hundred seventy-five dollars and 0/100 (\$123,475.00). (Parishwide)

WHEREAS, under the provisions of Louisiana R.S. 48:193, the State is authorized to contract out with parishes the maintenance of all streets and roads which form a continuation of the State Highway System; and,

WHEREAS, this Maintenance Agreement is a continuation of an Agreement previously negotiated between the Parish and the Department of Transportation and Development, Office of Engineering, which expires on June 30, 2019; and,

WHEREAS, this Maintenance Agreement shall be for a period not to exceed one year; and,

WHEREAS, payment under this Maintenance Agreement is on a reimbursement basis pursuant to the following schedule: 23.3 miles at a rate of \$875.00 per cycle, per mile for Interstate Roadways; \$500.00 per cycle, per mile for divided State Roadways; and \$250.00 per cycle, per mile for undivided State Roadways with a maximum reimbursement amount of one hundred twenty-three thousand four hundred seventy-five dollars and 0/100 (\$123,475.00); and,

WHEREAS, there will be some unreimbursed expenses which the Parish will incur as a result of this agreement, but the importance of maintaining the thoroughfares throughout the Parish outweighs any such expenses; and,

WHEREAS, the Parish will continue working with its Legislative Delegation to recover all costs of the grass cutting in the future.

NOW THEREFORE BE IT RESOLVED by the Jefferson Parish Council, Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Maintenance Agreement between the Parish of Jefferson and the State of Louisiana, Department of Transportation and Development (DOTD), Office of Engineering, for a period not to exceed one year to provide for mowing, litter and trash collection on a series of State Routes throughout the Parish on a reimbursement basis with a maximum reimbursement amount of one hundred twenty-three thousand four hundred seventy-five dollars and 0/100 (\$123,475.00) is hereby approved.

SECTION 2. That the term of this agreement shall be for one year and will commence on July 1, 2019 and end at midnight on June 30, 2020.

SECTION 3. That any unreimbursed costs to Jefferson Parish associated with this agreement will be charged to Account #22200-305X-7344.5, Grasscutting.

SECTION 4. That the Council Chairperson or in his/her absence the Vice-Chairperson, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 19th day of June, 2019.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL



Office of Operations / District 02
1440 Highway 90 / Bridge City, LA 70094
P.O. Box 9180 / Bridge City, LA 70096-9180
Phone: 504-437-3100 / Fax: 504-437-3260

DOTD - State Routes
John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

July 18, 2019

DISTRICT 02
MAINTENANCE AGREEMENT
JEFFERSON PARISH

The Honorable Cynthia Lee-Sheng
Chairperson, Jefferson Parish Council
1901 Ames Boulevard
Marrero, LA 70072

Attn: Ms. Maria Cooper

Dear Chairwoman Lee-Sheng:

Transmitted, herewith is three-signed Maintenance Agreement between the Department of Transportation and Development, and Jefferson Parish, covering certain maintenance operations to be performed by the Parish Government for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

The Parish Government may request reimbursement semi-annually by submittal of a letter or invoice to this office. The Department will make payment following receipt of your request.

Under the terms of this agreement, the West Bank Area Engineer, Mr. Nelson Capote, and the East Bank Area Engineer, Mr. Richard Skojen, will be the judge of the performance, maintenance needs and requirements on all streets and roads covered by this contract. Therefore, if you have any questions you may contact Mr. Capote at 504-437-3107 and Mr. Skojen at 504-465-3210.

Sincerely,

Chris G. Morvant, P.E., PTOE
District Engineer Administrator

CGM/ra

Enclosure

cc: Mr. Danny Van Oss
Mr. Nelson Capote
Mr. Richard Skojen

Accounting
Reading File

File/Maint. Agreements

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2020

BETWEEN

JEFFERSON PARISH

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this 18th day of July, 2019, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and Jefferson Parish, appearing herein through its Council Chairperson, Cynthia Lee-Sheng, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal and parish roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities and parishes to request that the repair and maintenance of said State Roadways located within their respective municipalities and parishes be performed by the municipality or parish, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with a **Municipality or Parish** to perform maintenance directly related to mowing and litter collection on the State Roadways located within Jefferson Parish; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and the **Parish**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

Jefferson Parish 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 **DOTD** reserves the right to stop **Jefferson Parish** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District 02 Roadside Development Coordinator, Mr. Robert Alford, at (504) 437-3122, advising him of the starting date.

The Municipality will be required to report daily work activities on a Daily Work Report on the form provided (Exhibit "B" 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 of time that the work is being performed.

Completed Daily Work Reports shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Daily Work Reports with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

Jefferson Parish shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. **Jefferson Parish** 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. **Jefferson Parish** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Jefferson Parish** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement 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. They will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

Jefferson Parish 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 right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of eleven (11) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Jefferson Parish to Roadside Development Coordinator assigned to the **DOTD** District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with **Jefferson Parish** to revise mowing and litter pick-up practices for the applicable State Roadway.

Jefferson Parish shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of **Jefferson Parish**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

Jefferson Parish may utilize Vegetation Management Plans involving the use of herbicides/chemicals by **Jefferson Parish**, provided that **Jefferson Parish** obtains written approval from the **DOTD** District Administrator. They may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by **Jefferson Parish** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of **Jefferson Parish** and, when applicable, **Jefferson Parish's** contractor making said chemical applications.

Jefferson Parish shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in their 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 included in **Jefferson Parish's** Management Plan if the work is to be performed by **Jefferson Parish** employees. If herbicide/chemical application will be performed by **Jefferson Parish's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

Jefferson Parish or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, 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 may be 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:

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. Jefferson Parish shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by them for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the DOTD District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse **Jefferson Parish** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by **DOTD**.

ARTICLE V: Payments

Jefferson Parish shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by **Jefferson Parish** pursuant to this Agreement and for which **Jefferson Parish** is entitled to reimbursement by **DOTD** is 23.3 miles. Of this, 0.00 miles are Interstate Roadways; 21.6 miles are divided State Roadways and 1.7 miles is undivided State Roadways. The total maximum amount for which **Jefferson Parish** may claim reimbursement for the period herein set forth is One hundred twenty three thousand four hundred seventy five dollars and 00/100, (\$123,475.00). It is understood that the rates per mile at which **Jefferson Parish** is to be reimbursed are agreed rates, agreed to by the parties hereto without regard to the type

of wearing surface of the traffic lanes or other features of the roads and streets covered by this agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, **Jefferson Parish** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after **Jefferson Parish** has been notified in writing and given adequate opportunity to correct the condition, **Jefferson Parish** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Jefferson Parish**.

ARTICLE VII: Indemnification

Jefferson Parish shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason of any act, omission, operation or work of **Jefferson Parish**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by **Jefferson Parish** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. **Jefferson Parish** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful

purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

Jefferson Parish agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2019**, and shall end on **June 30, 2020**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of **Jefferson Parish** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, **Jefferson Parish** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing **Jefferson Parish** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing **Jefferson Parish** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

Jefferson Parish shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to **Jefferson Parish** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

Jefferson Parish 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 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 **Jefferson Parish** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

Jefferson Parish shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

Jefferson Parish warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **Jefferson Parish** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **Jefferson Parish**, any fee,

commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. The DOTD shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if **Jefferson Parish** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

Jefferson Parish shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

Jefferson Parish shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to **Jefferson Parish** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at Gretna, Louisiana, this 10th day of July, 2019.

WITNESSES

Norma Linc
Arnold H. Hudon

Jefferson Parish

BY: [Signature]
(Signed Name)

CYNTHIA LEE-SHENG
Chairwoman, Jefferson Parish Council
(Printed Name)

Jefferson Parish

Address

() _____ (Phone)
() _____ (Fax)

Tax ID. # 72-6013920

THUS DONE AND SIGNED at Bridge City, Louisiana, this 18th day of July, 2019.

WITNESSES:

DOTD

Reanne Abadie
Satt By

BY:

[Signature]
Chris G. Morvant, P.E., PTOE
District 02 Engineer Administrator

Exhibit "A"

Jefferson Parish

| ROUTE NAME | Divided |
|---|------------------|
| Barataria Boulevard (Fourth St to Pritchard Rd) | 4.1 miles |
| Belle Chasse Highway (Whitney Ave to Jefferson/Plaq. Line) | 2.1 miles |
| Jefferson Highway (Kenner to Jefferson/Orleans line, excluding the area within the City of Harahan) | 7.7 miles |
| Airline Drive (Orleans Parish line to Roosevelt Boulevard) | 6.7 miles |
| Dickory Avenue (Citrus Boulevard to Hickory Ridge) | 1.0 mile |
| Total | 21.6 miles |
| <hr/> | |
| | Undivided |
| Behrman Highway (Holmes Boulevard to Belle Chasse Hwy) | 1.7 miles |
| Total miles | 23.3 miles |

DAILY WORK REPORT **Exhibit "B"**

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
 Litter/Trash Pickup ☐
 Mowing ☐
 Trimming/Edging ☐

Supt. Initial _____

Remarks: _____

Approximate Work Accomplished:

Acres Mowed = _____
 Trash, CY = _____

ATTACHMENT G

RESOLUTION NO. 134179: WESTBANK EXPRESSWAY

On motion of **Mr. Conley**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 134179

A resolution authorizing the Council Chairperson to approve a Maintenance Agreement between Jefferson Parish and the State of Louisiana, Department of Transportation and Development for the state to provide funding not to exceed \$590,602.76 for the maintenance, landscape, grass cutting and trash pick-up on the Westbank Expressway, the portion of US 90 B between I-10 and US 90 that is within Jefferson Parish, (Terry Parkway to US90) beginning on July 1, 2019 and terminating on June 30, 2020. (Council Districts 1, 2 & 3)

WHEREAS, LSA-R.S. 48:193 authorizes municipalities and parishes to request that the repair and maintenance of said State Roadways located within their respective municipalities and parishes be performed by the municipality or parish, at the State's expense; and

WHEREAS, the Department of Transportation and Development lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with Jefferson Parish to perform maintenance directly related to mowing and litter collection on the State Roadways located within Jefferson Parish.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. The Maintenance Agreement between Jefferson Parish and the State of Louisiana, Department of Transportation and Development to provide for maintenance, landscape, grass cutting, trash pick-up on the Westbank Expressway, the portion of US 90 B between I-10 and US 90 that is within Jefferson Parish, beginning on July 1, 2019 and terminating on June 30, 2020, is hereby approved.

SECTION 2. That any funding received from the state shall be deposited in Account No. 22200-0000-5270 and all reimbursed costs shall be charged to Account No. 22200-3050-7344.5.

SECTION 3. That the Council Chairperson or in his/her absence the Vice-Chairperson, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **21st day of August, 2019.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL



Office of Operations / District 02
1440 Highway 90 / Bridge City, LA 70084
P.O. Box 9180 / Bridge City, LA 70096-9180
Phone: 504-437-3100 / Fax: 504-437-3260

666
Contract Agreement
John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

September 30, 2019

DISTRICT 02
US 90 B
MAINTENANCE AGREEMENT
JEFFERSON PARISH

The Honorable Cynthia Lee-Sheng
Chairman, Jefferson Parish Council
1901 Ames Boulevard
Marrero, LA 70072

Dear Chairwoman Lee-Sheng:

Transmitted, herewith is three-signed Maintenance Agreement between the Department of Transportation and Development, and Jefferson Parish, covering certain maintenance operations to be performed by the Parish Government for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

The Parish Government may request reimbursement semi-annually by submittal of a letter or invoice to this office. The Department will make payment following receipt of your request.

Under the terms of this agreement, the acting West Bank Area Engineer, Mr. Scott Boyle, will be the judge of the performance, maintenance needs and requirements on all streets and roads covered by this contract. Therefore, if you have any questions you may contact Mr. Boyle at 504-437-3102.

Sincerely,

Chris G. Morvant, P.E., PTOE
District Engineer Administrator

CGM/ra

Enclosure

cc: Mr. Danny Van Oss
Mr. Scott Boyle
File/Main Agreements

Accounting
Reading File

MAINTENANCE AGREEMENT
INCLUDING
MOWING AND LITTER PICKUP, LITTER COLLECTION NOT ASSOCIATED WITH
MOWING CYCLES AND BED MAINTENANCE

FOR THE DOTD FISCAL YEAR 2019-2020)

BETWEEN

JEFFERSON PARISH

AND

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF OPERATIONS

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this 2nd day of October, 2014, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), and **Jefferson Parish**.

WITNESSETH:

WHEREAS, pursuant to the provisions of Act 866 of the 2012 Regular Legislative Session, certain monies in the Crescent City Transition Fund (CCTF) shall be appropriated to the New Orleans Regional Planning Commission ("NORPC") for, among other things, maintenance, grass cutting, and landscaping of the westbank expressway and connecting arteries; and

WHEREAS, pursuant to resolution adopted by NORPC on May 13, 2014, toll funds from the CCTF were directed to be used for enhanced services of maintenance, landscaping, grass cutting and litter pick up for the West Bank Expressway area extending from Terry Parkway to West Junction of US 90B at US 90, a distance of 9.3 miles and approximately 200 mowable acres;

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities and parishes to request that the repair and maintenance of said State Roadways located within their respective municipalities and parishes be performed by the municipality or parish, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine, continuing and enhanced basis as directed by the NORPC with CCTF funds and wishes to enter into an agreement with a **Municipality or Parish** to perform maintenance directly related to mowing and litter collection on the State Roadways located within Jefferson Parish; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Jefferson Parish**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing and Litter/Trash Collection

The unit of measurement for mowing and litter/ trash collection will be a Mowing Cycle. A Mowing Cycle consists of one complete mowing and litter/trash collection of the area described. All reference to acres for mowing and litter/trash collection is approximate and no adjustments will be considered due to a variation in acreage. The number of Mowing Cycles required may vary due to weather or other conditions, including but not limited to availability of CCTF funds. **Jefferson Parish** agrees that mowing and litter/trash collection shall be accomplished by a minimum of ten (10) Mowing Cycles and maximum of twenty-six (26). All Mowing Cycles over the minimum of ten (10) is an enhanced level of service not funded by State Transportation Trust Fund (TTF). Therefore, if CCTF funds are not approved for Mowing Cycles eleven (11) through twenty-six (26), these Mowing Cycles will not be allowed for payment by **DOTD**. The cost of hand and spot spraying of herbicides for trimming are included in this work. Payment will be made for the number of Mowing Cycles actually performed not to exceed the total maximum amount of the agreement.

Jefferson Parish 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 **DOTD** reserves the right to stop **Jefferson Parish** from working or order any piece of equipment removed from the roadway or right of way should it be determined that minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District 02 Roadside Development Coordinator, Mr. Robert Alford, at (504) 437-3122, advising him of the starting date.

The Municipality will be required to report daily work activities on a Daily Work Report on the form provided (Exhibit "B" 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 of time that the work is being performed.

Completed Daily Work Reports shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Daily Work Reports with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

Jefferson Parish shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. **Jefferson Parish** 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. **Jefferson Parish** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags,

mowing and trimming equipment and herbicide applicators. Jefferson Parish shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement 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. **Jefferson Parish** will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

Jefferson Parish shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim all overhanging grass along curbs/sidewalks/concrete slabs/pavements, and remove litter and debris within the designated, dedicated or apparent right of way. All grass clippings shall be removed from all curbs, sidewalks, concrete slabs, and roadway pavements the same workday of the mowing. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground.

The dates of the mowing operations shall be set forth on the Mowing Plan submitted by **Jefferson Parish** to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place (see "Exhibit A"); provided, however, that DOTD hereby reserves the right to revise and reduce said Mowing Plan at any time during the term of this Agreement at its sole discretion.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of the DOTD District Administrator, the flowers are causing a traffic hazard or have an undesirable appearance.

If, during the term of this Agreement, DOTD alters or makes repairs to State Roadways covered by this Agreement, DOTD will initiate contact with **Jefferson Parish** to revise mowing and litter pick-up practices for the applicable State Roadway.

ARTICLE III: Litter Collection Not Associated with Mowing Cycles

The unit of measurement for litter collection not associated with a mowing cycle will be a Litter Cycle. A Litter Cycle consists of one complete litter and trash collection of the area described. All reference to acres for litter and trash collection is approximate and no adjustments will be considered due to a variation in acreage. The number of Litter Cycles required may vary due to weather or other conditions, including but not limited to availability of CCTF funds. **Jefferson Parish** agrees that a maximum number of twenty-six (26) Litter Cycles of litter collection not associated with mowing cycles may be accomplished but that all litter collection not associated with mowing cycles is an enhanced level of service not funded by TTF. Therefore, if CCTF funds are not approved for litter collection not associated with mowing cycles, no Litter Cycles will be allowed for payment by DOTD. Payment will be made for the number of Litter Cycles actually performed not to exceed the total maximum amount of the agreement.

For each cycle performed, **Jefferson Parish** shall pick up and properly dispose of all

trash and debris of the area described.

The area to be cleaned includes all grassed areas, ditches, paved roadside shoulders, fences, walkways, paths, sitting areas and under overhead bridges. Trash and debris picked up and piled or bagged on the roadside must be removed by **Jefferson Parish** from the right of way by the close of business the same work day. Bagged trash and debris shall not be piled on travel lanes or shoulders. Trash and debris is defined as all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. **Jefferson Parish** will NOTIFY THE DISTRICT to remove piles of building materials or other debris which have been dumped within the right of way. **Jefferson Parish** will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

ARTICLE IV: BED AND TREE MAINTENANCE

The unit of measurement for bed and tree maintenance will be a Bed and Tree Maintenance Cycle. A Bed and Tree Maintenance Cycle consists of but shall not be limited to one complete hand weeding, pruning water growth from trees, collection and disposal of litter, removing dead plants, removing dead shrubs, removing dead trees, fire ant and insect/disease control, herbicide application and "as needed" mulching of the area described. The maximum number of expected Bed and Tree Maintenance Cycles is four (4). The approximate area of landscaped beds to be maintained is 197,200 square feet. Payment will be made for the number of Bed and Tree Maintenance Cycles actually performed not to exceed the total maximum amount of the agreement. The number of Bed and Tree Maintenance Cycles required may vary due to weather or other conditions, including but not limited to availability of CCTF funds. **Jefferson Parish** agrees that all bed and tree maintenance is an enhanced level of service not funded by TTF. Therefore, if CCTF funds are not approved for bed and tree maintenance, no Bed and Tree Maintenance Cycles will be allowed for payment by DOTD.

Jefferson Parish shall have sufficient employees and equipment in operation at all times, of the type required to perform the work within the time specified. **Jefferson Parish** shall dispose of debris off DOTD right of way to the satisfaction of the DOTD Engineer. Burning of removed debris will not be permitted within State Highway right of way. The Department's intent is to maintain the bed areas to have a "weed-free" appearance.

ARTICLE V: HERBICIDE APPLICATION FOR TURF GRASS ESTABLISHMENT AND WEED CONTROL

The unit of measurement for herbicide application will be a Herbicide Cycle. A Herbicide Cycle consists of one complete application of the area described. Hand and spot spraying of herbicides for trimming are not included in this item and are considered under the Mowing and Litter Collection work. The number of Herbicide Cycles required may vary due to weather or other conditions, including but not limited to availability of CCTF funds. **Jefferson Parish** agrees that herbicide application for turf grass establishment and weed control shall be accomplished by a minimum of one (1) cycle

and maximum of four (4). All Herbicide Cycles over the minimum of one (1) is an enhanced level of service not funded by TTF. Therefore, if CCTF funds are not approved for cycles two (2) through four (4), these cycles will not be allowed for payment by DOTD. The maximum number of expected cycles is four (4) if funded through CCTF. Herbicide application for turf grass establishment and weed control may be eliminated at the sole discretion of the DOTD. Payment will be made for the number of Herbicide Cycles actually performed not to exceed the total maximum amount of the agreement.

ARTICLE VI: Use of Herbicide/Chemicals in Mowing Operations

Jefferson Parish may utilize Vegetation Management Plans (VMPs) involving the use of herbicides/chemicals by **Jefferson Parish**, provided that **Jefferson Parish** obtains written approval from the DOTD District Administrator. The VMPs shall use best practices which promote the establishment and healthy growth of turf grass in addition to the elimination of weed and invasive plants growth. The VMP will be a systematic integrated approach to vegetation control. They may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by **Jefferson Parish** or its contractor.

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of **Jefferson Parish** and, when applicable, **Jefferson Parish's** contractor making said chemical applications.

Jefferson Parish shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in their 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 included in **Jefferson Parish's** Management Plan if the work is to be performed by **Jefferson Parish** employees. If herbicide/chemical application will be performed by **Jefferson Parish's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The DOTD reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to DOTD roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with DOTD's "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The DOTD reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to DOTD rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the DOTD Policy for Roadside Management. The DOTD reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by DOTD as unsuitable for such practices.

Jefferson Parish or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

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

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

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

Spot Treatments:

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. **Jefferson Parish** shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by them for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE VII: Reimbursement

DOTD will reimburse **Jefferson Parish** on a monthly basis for work performed, properly documented, and invoiced pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by **DOTD**.

ARTICLE VIII: Payments

Jefferson Parish shall be reimbursed by **DOTD** based upon the work performed in amounts up to, but not to exceed, the following maximum rates per item:

1. \$15,000.00 per cycle for Mowing and Litter/Trash Collection
2. \$2,848.86 per cycle for Litter/Trash Collection Not Associated with a Mowing Cycle
3. \$12,559.10 per cycle for Bed and Tree Maintenance
4. \$19,074.00 per cycle for Herbicide Application for Turf Grass Establishment and Weed Control

All such payments shall be for work performed under the provisions of Article II – Article V of this Agreement.

Payment of reimbursements for Items Numbered 1 and 4 herein above shall be further limited to only those amounts for which **Jefferson Parish** is actually invoiced by

its contractor(s) who have been awarded the contract(s) pursuant to the Public Bid Law. Payment of reimbursements for Items Numbered 2 and 3 herein above shall be further limited to only those amounts shown on **Jefferson Parish** work orders. **Jefferson Parish** shall provide to DOTD copies of said contractor invoices and **Jefferson Parish** work orders at the time of invoicing DOTD for payment.

The total mileage to be maintained by **Jefferson Parish** pursuant to this Agreement and for which **Jefferson Parish** is entitled to reimbursement by DOTD is approximately 9.3 miles. The total approximate mowable acreage is 200 acres. The approximate bed area to be maintained is 197,200 square feet. The total maximum amount for which **Jefferson Parish** may claim reimbursement for each State fiscal year this agreement remains in effect is \$590,602.76. It is understood that the rates per cycle at which **Jefferson Parish** is to be reimbursed are agreed rates, agreed to by the parties hereto without regard to the type of wearing surface of the traffic lanes or other features of the roads and streets covered by this agreement.

Jefferson Parish shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between DOTD and the employees or contractors of **Jefferson Parish**.

ARTICLE IX: Substandard Performance

If, in the opinion of the DOTD District Administrator, **Jefferson Parish** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after **Jefferson Parish** has been notified in writing and given adequate opportunity to correct the condition, **Jefferson Parish** has failed or refuses to correct said problem, the DOTD's District Administrator may order the DOTD maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the DOTD may deduct the cost thereof from any monies due or that become due to **Jefferson Parish**.

ARTICLE X: Indemnification

Jefferson Parish shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason of any act, omission, operation or work of **Jefferson Parish**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or

misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or DOTD as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by **Jefferson Parish** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. **Jefferson Parish** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE XI: Contingency

The continuation of this Agreement is contingent upon its recommendation as a best practice for maintenance, landscape, grass cutting, and trash pick-up by the NORPC and availability of appropriated funds from the CCTF.

The continuation of this Agreement is also contingent upon the appropriation of funds by the Louisiana State Legislature to the DOTD to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE XII: Limitation On Use of State Funds

Jefferson Parish agrees to use the funds provided by the State through DOTD only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE XIII: Term and Cancellation

This Agreement shall begin on **July 1, 2019**, and shall end on **June 30, 2020**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the DOTD as a consequence of the failure of **Jefferson Parish** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under any of the conditions listed in this Article after work has begun, **Jefferson Parish** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing **Jefferson Parish** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing **Jefferson Parish** with sixty (60) days written notice to that effect.

ARTICLE XIV: Claims for Liens

Jefferson Parish shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to **Jefferson Parish** in connection with the performance of his obligations under this Agreement.

ARTICLE XV: Compliance With Laws

Jefferson Parish 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 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 **Jefferson Parish** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XVI: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XVII: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the DOTD's Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XVIII: Record Keeping, Reporting and Audits

Jefferson Parish shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the DOTD Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XIX: Covenant Against Contingent Fees

Jefferson Parish warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **Jefferson Parish** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **Jefferson Parish**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. The DOTD shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if **Jefferson Parish** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XX: Subletting, Assignment or Transfer

Jefferson Parish shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

Jefferson Parish shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to **Jefferson Parish** from DOTD may be assigned to a bank, trust company, or other

financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XXI: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto, duly authorized, as of the day and year first above written.

WITNESSES

Wm. L. L...
Carol H. Hudry

Jefferson Parish

BY

(Signed Name)

(Printed Name)

Jefferson Parish

Address

()

(Phone)

()

(Fax)

Tax ID. # 72-6013920

CYNTHIA LEE-SHENG
Chairwoman, Jefferson Parish Council

WITNESSES:

DOTD

Barbara Abadie
Kelly Hudry

BY:

Chris G. Morvant
Chris G. Morvant, P.E., PTOE
District Engineer Administrator

Exhibit "A"

Jefferson Parish

| <u>ROUTE NAME</u> | <u>LENGTH</u> |
|--|-------------------------|
| West Bank Expressway Terry Parkway to West Junction of US 90B at US 90 Approximately 9.3 miles (approximately 200 mowable acres and approximately 197,181 square footage of landscaping beds) | |
| Total | Approximately 9.3 miles |

DAILY WORK REPORT **Exhibit "B"**

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

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| |

| | |
|--------------------|-------|
| 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

Litter/Trash Pickup ☐
 Mowing ☐
 Trimming/Edging ☐

Supt. Initial _____


Remarks: _____

Approximate Work Accomplished

Acres Mowed = _____
 Trash, CY = _____


ATTACHMENT H

JEFFERSON PARISH CONTRACT ADMINISTRATION POLICY & PROCEDURES



JEFFERSON PARISH
OFFICE OF THE PRESIDENT

CYNTHIA LEE SHENG
PARISH PRESIDENT

Date: January 21, 2021
To: All Employees
From: Cynthia Lee Sheng 
Parish President
Subject: Contract Administration Policy & Procedures

Attached is the new Contract Administration Policy & Procedures manual that is being instituted throughout Jefferson Parish. The purpose of contract administration is to ensure that the contractor/vendor is performing all duties in accordance with the contract, that the financial interests of the Parish are protected, and that the Parish is aware of and addresses any developing problems or issues on a timely basis. The reason for implementing this policy is to mandate that, when a contract is executed by the Parish in accordance with Parish and State Law, a Parish employee will assume the role of contract administrator and be responsible for monitoring the contract for proper execution and performance from the start date of the contract through completion and final acceptance.

Monitoring the performance of those with whom Jefferson Parish does business is a key function of proper contract management and administration. It follows that the manner in which the Parish manages its business relationships has a great impact on how effectively the Parish meets the needs and expectations of its citizens. The Parish does business with a variety of entities and persons ranging from cooperative endeavor agreements with small non-profit organizations to intergovernmental agreements with municipalities to multi-million-dollar construction projects involving many firms.

The Contract Administration Policy & Procedures have been established for the purpose of comprehensively developing, maintaining and communicating the standards of Contract Administration expected of every Parish department. I appreciate your dedicated efforts and professionalism and am pleased that we continually raise the bar for what is expected by Jefferson Parish.

JOSEPH S. YENI BUILDING-1221 ELMWOOD PARK BLVD-SUITE 1002-JEFFERSON, LA 70125-PO BOX 10342 JEFFERSON LA 70181-0242
OFFICE 504.736.6400

GENERAL GOVERNMENT BUILDING-300 DRINGBY ST-SUITE 6100-COENSA, LA 70053-PO BOX 5-COENSA-LA 70054
OFFICE 504.364.2700

WWW.JEFFPARISH.NET

JEFFERSON PARISH

CONTRACT ADMINISTRATION POLICY & PROCEDURES

1. IN GENERAL

Monitoring the performance of those with whom Jefferson Parish does business is a key function of proper contract management and administration. It follows that the manner in which the Parish manages its business relationships has a great impact on how effectively the Parish meets the needs and expectations of its citizens.

The Parish does business with a variety of entities and persons ranging from cooperative endeavor agreements with small non-profit organizations to intergovernmental agreements with municipalities to multi-million-dollar construction projects involving many firms. For more specific information on the Uniform Purchasing Procedures, please see Jefferson Parish Code of Ordinances, Chapter 2, Article VII. Finances, Contract, Purchases and Sales, Division 2. Uniform Purchasing Procedures. Some sections to note are: Section 2-895 for Request for Proposals which is used for nonprofessional services costing \$15,000.00 or more when the competitive sealed bid is not practical; Section 2-902 for purchases less than or equal to \$5,000.00; Section 2-903 for purchases between \$5,000.00 and for the purchase of materials and supplies in the sum set in La. R.S. 38:2212.1, and for all public works below the contract limit, as defined in La. R.S. 38:2212. Division 3. Restrictions on Contracts and other Agreements, Section 2-925.1 establishes requirements for Cooperative Endeavor Agreements with non-governmental organizations. Division 3.1. Section Nos. 2-926 through 2-935.1 establishes the Statement of Qualifications (SOQ) process which is used for the selection of persons for professional services.

The purpose of contract administration is to ensure that the contractor/vendor is performing all duties in accordance with the contract, that the financial interests of the Parish are protected, and that the Parish is aware of and addresses any developing problems or issues on a timely basis. The reason for implementing this policy is to mandate that, when a contract is executed by the Parish in accordance with Parish and State Law, a Parish employee will assume the role of contract administrator and be responsible for monitoring the contract for proper execution and performance from the start date of the contract through completion and final acceptance.

Please note that the policies and procedures outlined herein are minimum standards and protocol for the role of contract administrator in the Parish; they do not prohibit individual department directors from adopting more stringent requirements.

2. DEFINITIONS

Contract – is defined as a written agreement between two (2) or more parties intended to have legal effect, including but not limited to Memorandums of Understanding, Cooperative Endeavor Agreements, Intergovernmental Agreements, Grant Contracts, As-needed contracts, Bid Contracts, Contracts derived from Requests for Proposals (RFP) or from Statements of Qualification (SOQ), and Professional Services Contracts. For purposes of this policy the words “contract” and “agreement” are synonymous.

Contractor/Vendor – a person or company that undertakes a contract to provide materials or labor to perform a service to do a job or a person that sells something of value to another based upon the terms of a contract. For purposes of this policy, the term contractor or vendor includes, but is not limited to, that party, association, entity, organization, non-profit, or group with whom the Parish is entering an agreement for some legitimate public purpose. (e.g. a civic association, municipality or an engineer)

Contract Administrator – a Parish departmental employee or other designee of the Jefferson Parish Council that is designated by his/her supervisor or supervising body as the person responsible for administering and monitoring contracts for that Parish department or Council Office (for Council initiated contracts). This person may be a director, an executive assistant to the director, an assistant director, an engineer, or other designated employee with a qualified job description to ensure the employee is not working out of class. It must be somebody in a position with unique knowledge about the workings of contractual relations for the department/office.

Contract Coversheet – a coversheet that accompanies each contract and includes, among other things, the name of the contract administrator and the address and contact information for the contract administrator. It is imperative that the Contractor/Vendor knows that the contract administrator must be copied on all correspondence regarding the contract including invoices. Other information contained within the contract coversheet includes, but is not limited to, bond information, special instructions regarding the handling of the contract, contract amounts and any changes in those amounts and contact information for the originator of the route.

- The C-track contract routing process requires the contract administrator's name, email address and phone number to be entered on the contract cover sheet.

3. THE PRE CONTRACT PERIOD

It is incumbent on the Parish to negotiate the terms and conditions of the contract. Sometimes contracts are drafted by the various departments using the templates found on the Parish Intranet site. Sometimes they are drafted by the Office of the Parish Attorney. Regardless of who drafts the agreement it is imperative that the time and effort be spent on the front end of the agreement to specifically define what the scope of work will be. Contract administration must be considered during this process and if possible the contract administrator should participate in developing the solicitation and writing the draft documents. This allows the contract administrator to more readily measure the vendor/contractor's performance.

To accomplish this level of detail in the agreement anyone that drafts an agreement to which the Parish will be a party should utilize the SMART method of goal setting. In drafting the scope of work the focus should be on clearly defining the deliverables and ensuring that they are Specific, Measurable, Attainable, Realistic, and Timely. Looking at each component of the acronym individually will ensure a better understanding of this.

A Scope of Work should be SMART;

- **Specific.** What is the goal of the agreement? How often or how much? Where will it take place? What is it that the Parish is trying to accomplish by entering the agreement?
- **Measurable.** How will the Parish measure its goal? Measurement gives the monitor specific feedback and allows the Parish to hold its contractors/ vendors accountable. It is how the monitor can keep score.
- **Attainable.** Is the outcome sought achievable or impossible?
- **Realistic.** Is the goal and timeframe realistic?
- **Timely.** What is the duration of the agreement? What are the deadlines?

Review the scope of work and other contract terms, including contractor compliance requirements and reporting requirements. All of these requirements are deliverables that the contractor will agree to when the contract is executed or the purchase order is issued. Design the monitoring program to focus on items that are most important. Generally, this means to focus the monitoring on the outcomes that result from the contract. In writing the specification, focus should be on the scope of work and ensuring that the outcomes are specific and measurable. What is the Parish getting from the contract? What public purpose is being satisfied? Once the deliverables are identified the specification writer

should develop a monitoring plan/checklist for each contract taking into account the level of risk. General factors used to assess the level of risk include, but are not limited to:

- a. The dollar amount of the contract;
- b. Negative impact to the Parish's reputation if the contract is not executed properly and on time;
- c. The contractor/vendor's past performance;
- d. How experienced the contractor is with the type of work to be performed; and
- e. The term of the agreement, timeliness of renewing, and contract caps.

4. WHY MONITOR?

Monitoring the performance of the contractor is a key function of proper contract administration. The purpose is to ensure that the contractor is performing all duties in accordance with the contract and for the contract administrator to be aware of and address any developing problems or issues. Small dollar value or less complex contracts normally require little monitoring. However, that does not preclude the possibility of more detailed monitoring if deemed necessary by the Parish. Conversely, large dollar contracts may need little monitoring if the items or services purchased are not complex, and Parish administration is comfortable with the contractor's performance and the level of risk associated with the contract.

5. NOW THAT I AM A CONTRACT ADMINISTRATOR WHAT IS EXPECTED OF ME?

All of the below listed items are legitimate contract administration procedures:

- a. Monitoring the contractor's progress and performance to ensure goods and services conform to the contract requirements. Depending on the nature of the contract the contract administrator may need to conduct one or more site visits.
- b. Documenting required contractor visits, tests, and significant events, if relevant.
- c. Reviewing required reports submitted by the contractor demonstrating compliance.
- d. Resolving disputes in a timely manner
- e. Verifying receipt of contract deliverables in accordance with the contract terms and maintaining detailed supporting documentation.
- f. Reviewing contractor's invoices and reconciling and verifying that payments are consistent with the contract terms and maintaining proper documentation.

- g. Reviewing compliance with applicable laws, regulations, and policies and consulting with the department Director if there are any concerns.
- h. Providing status reports at reasonable intervals and maintaining a contract folder until contract completion.

The contract administrator needs to consider the following monitoring reviews:

- Was the item billed really purchased by the contractor?
- Was the item billed used for the purpose of the contract?
- Was the item necessary and reasonable for the purpose of the contract?
- Was the item of the quality and quantity specified in the contract?
- Was the item listed in the contractor's bid, or is the item or service within the scope of work in the contract?

These are items that should also be considered in any type of contract.

6. MINIMUM STANDARDS & PROTOCOLS FOR CONTRACT ADMINISTRATORS (RESPONSIBILITIES)

The overriding responsibility of the contract administrator is to monitor the contractor's progress and performance to ensure goods, services, or deliverables conform to the contract requirements.

Functions of contract administration:

- Monitor performance to ensure goods and services conform to the contract;
- Identify and report violations, and pursue remedies;
- Manage contract changes;
- Ensure taxpayer dollars are spent wisely;
- Perform contract close out responsibilities; and
- Maintain contract records.

Contract administrator ensures that goods and services are delivered in a timely manner and that the financial interests of the Parish are protected. It is essential for contract administrators to understand the provisions of the contract. They must be able to communicate to all parties involved and maintain oversight over contract performance.

The contract administrator is responsible for the contract file and for keeping a complete contract file. The file provides a basis for settling claims and disputes should

they arise. Contract files need to be well organized to allow someone to reconstruct and understand the history of the contract

Recommended Contract File Documents (not all contracts will have all components)

- The solicitation document;
- The contractor's response;
- The award document, which is a resolution for purchases over a certain dollar amount or may be by letter award issued by the Purchasing Department for smaller contracts;
- All specifications, drawings or manuals pertaining to the contract;
- All contract amendments;
- Contract submittals that have been received; including but not limited to certificates of insurance, performance bond and/or payment bond;
- A list of furnished property or services;
- Memorandums and correspondence related to the contract, even if prior to award;
- All routine reports required by the contract;
 - Sales reports
 - Pricing schedules
 - Approval requests
 - Inspection reports
 - Audit reports
- All notices to proceed, to stop work, or to correct deficiencies;
- Records and minutes of meetings; and
- All backup documentation for payments made under the contract.

Additionally, contract administration duties may include;

- Consulting with the Parish Attorney's Office to address any legal concerns and/or issues.
- Contacting the contractor/vendor to obtain up-to-date certificates of insurance. Department is to send a copy of the certificates of insurance to the Purchasing Department's Executive Assistant so the AS/400 can be updated.
- Serving as the point of contact for disseminating the instructions regarding the work to the contractor. Contract administrator should be copied on any Notice to Proceed by the director.
- Receiving and responding to communications between the Parish and the contractor.
- Manage, approve, and document any changes to the contract and initiate any necessary amendments by initiating the process to obtain Council approval.

- Managing any Parish property used in contract performance, e.g., computers, telephones, identification badges, etc.
- Identify and resolve disputes with contractor in a timely manner.
- Maintaining appropriate records as required by Parish policy and procedures and legal requirements (eg. Grant agreements, invoices, documentation of deliverables, proof of receipts, material correspondence).
- Documenting significant events.
- Monitoring the budget process to ensure sufficient funds are available, ensure effective use of the financial management system, and monitor contract spending subject to the not-to-exceed cap on each contract.
- Verify accuracy of invoices and authorize payments consistent with the contract terms. Like the director of a Parish department, a contract administrator should also likewise sign off on invoices and authorize payments.
- Exercising Parish remedies, as appropriate, when a contractor's performance is deficient. (e.g. termination, seeking damages for non-performance, reimbursement, etc.).
- Inspecting and approving the final product/services by submitting a written document accepting the deliverables. This could be done by adding comments on the contract checklist or by narrative report to the file.
- For Cooperative Endeavor Agreements with non-governmental organizations it is the contract administrator's duty ensure compliance with Jefferson Parish Code of Ordinances Sec. 2-925.1.
- An appropriate contract administration checklist must be filled out by the contract administrator. The type of contract involved should dictate what type of checklist should be used. A sample checklist is attached as Exhibit No. 1, but every department should develop their own checklist.
- Performing contract closeout process ensuring the contract file contains all necessary contract documentation, formal acceptance documented, and document lessons learned.

7. Monitoring Types

DESK REVIEW

Typically, these are reviews of reports submitted by the contractor to the Parish. Contract administrator should review the reports for the following:

- Compare the actual performance against the contract requirements. Is the contractor performing in accordance with the contract requirements?
- Compare actual expenditures to the approved budget. Are the invoices being matched to the line item, hourly rate, lump sum, etc. as bid or stated in CEA, Intergovernmental Agreement, RFP or SOQ contract?
- Compare the current period to prior periods. Are there any unexplained trends? Is the contractor performing work significantly different from the last period or the last year that was not anticipated in the contract?
- If applicable, compare what the current contractor is doing in comparison with other contractors performing similar work.

SITE VISITS

More complex contracts and contracts that the contract administrator perceives as having a higher degree of risk may require both reviews and visits to whenever the contractor is performing the work, including the contractor's facilities, to ensure progress is in accordance with the contract schedule. Site visits can be used to verify actual performance against scheduled or reported performance. These can ensure the contractor is dedicating sufficient resources and appropriate personnel to the contract. Site visits reinforce the importance of the contract from the Parish's perspective to the contractor, as well as provide the opportunity to enhance communications with the contractor.

EXHIBIT 1

Example of a Contract Administration Checklist

Contract Administration Checklist

It is the responsibility of each Parish department to ensure all contractual obligations are met and that contract administration is documented. This checklist serves as a tool to assist the department and contract administrator during that process. Each contract is unique and the department may add to this tool as required to meet its particular circumstance.


| Item # | Contract Administration | Department Documentation | Yes/No |
|--------|--|--|----------------------------|
| 1. | Contract: Contract number/ effective date Contractor name/ purchase order number/insurance. | Contract #: _____ Contract Effective Date: _____ Contractor Name: _____ Contract Renewal Options? _____ Purchase Order #: _____ Valid Certificate of Insurance? _____ | Yes / No |
| 2. | Department Contract Administrator: Name/ title/contact information of the person responsible for ensuring all contractual obligations are met. | Name: _____ Title: _____ Phone #: _____ E-mail: _____ | |
| 3. | Administration Procedures/Methodology: Written documented contract monitoring procedures/methodology. | Department has a written contract administration procedure? | Yes/No |
| 4. | Delivery: Delivery date specified in the contract/date of delivery. | Contract specified delivery date: _____ Date agency received item(s): _____ Full or Partial Delivery? _____ Delivery in Accordance with Contract? | Full/ Partial Yes/No |
| 5. | Acceptance: Item(s) delivered were in accordance with contract specifications. | Items delivered were accepted (met contract specifications)? _____ Latent material defects? | Yes/No Yes/No |
| 6. | Warranty: Item(s) warranted in accordance with contract. | Warranty work was required? _____ If so, warranty was performed in accordance with the contract? | Yes/No Yes/No |
| 7. | Invoice: Invoice price mirrored purchase order price. | Invoice matched purchase order price? _____ If no, invoiced more or less than PO? | Yes/No More/Less |

| | | | |
|--|--|---|----------------------------|
| 8. | Default of Contract: Was contractor held in default of contract and/or debarred. | Was the contractor held in default? Was the contractor debarred? Was a vendor complaint form provided Department Director/Purchasing? | Yes/No Yes/No Yes/No |
| Additional Department Administration Requirements (example) | | | |
| 9. | Reports: All reports required by the contract were provided timely/accurately/prescribed manner. | Contractor reports were provided by the required due date? Contractor reports were accurate (when initially submitted)? Contractor reports were in the prescribed manner? | Yes/No Yes/No Yes/No |

Contract Administrator performed by (print and sign): _____

ATTACHMENT I

2020 CYCLE 3- GRASS CUTTING PUNCH LIST



**PARKWAYS
JEFFERSON PARISH
DEPARTMENT**

Working Number: 1-106

Location: WB Expy / Hope Haven

Grass Cutting Punch List

Contractor Supposed Date

| Completion Date per Contractor | Parkway Check | Final Check |
|--|---|---|
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Debris Removal/Clean Gutter No visible grass clippings, no natural rubbish created by contractor or no small branches laying on medians. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Trash Removal No shredding of litter, and all man made debris has been removed from medians. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Weed Eating All grass areas around any existing fixed features such as signs, monuments, benches, statues and landscaped beds are trimmed to height of (1") and 12" around all objects. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Weed Control Spraying around trees will be placed in a radius of 24" from trunk of tree. All gardens within the designated maintenance area shall be weed free at all times. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Edging All locations where grass area meet surface paving, whether it is concrete, asphalt, or any other type of paving should be edged not sprayed. No part of the grass shall extend 1 1/2" over the paving. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Mulching Pine straw shall be placed around each tree and garden bed at 4" thick. Tree should have 12" radius of mulch and garden beds throughout entire area. These areas should be re-mulched every 4 months. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Grass Cutting Grass should be cut to a height between a minimum of 1 1/2" and a maximum of 2" exposure. | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

SUPERINTENDENT

John Camper 3/5/2020

West Bank Smooth Cut

West Bank Smooth Cut Cycle 3

| # | Location | Working | Complete |
|----|---|---------|----------|
| 1 | W.B. Expressway (Terry Pkwy. To Westside 90 Traffic Circle) | 2/18 | 18-Feb |
| 2 | Drake Ave. (W.B. Expwy to Angela) | | 18-Feb |
| 3 | Wayne (W.B. Expwy to Angela) | 2/18 | 18-Feb |
| 4 | Lapalco Blvd. (Belle Chasse Hwy. to Hwy. 90) | 2/21 | 19-Feb |
| 5 | Lapalco Blvd @ Hwy 90 | | 19-Feb |
| 6 | TPC @ Lapalco | | 19-Feb |
| 7 | Commerical | | 19-Feb |
| 8 | Industrial | | 19-Feb |
| 9 | Phillip Dr. | | 19-Feb |
| 10 | Woodmere (Cousins to Lapalco) | | 19-Feb |
| 11 | Westminister (Lapalco to Barlett) | | 19-Feb |
| 12 | Belle Meade South | 2/21 | 19-Feb |
| 13 | Hector St. (Wright Rd. to Whitney Blvd.) | 2/14 | 14-Feb |
| 14 | Villemar St. @ Hector | | 14-Feb |
| 15 | Whitney Ave. (W.B. Expwy to Landry St.) | | 14-Feb |
| 16 | Stumpf @ Whitney | | 14-Feb |
| 17 | Wright Ave. (Family Doctors To Hector) | | 14-Feb |
| 18 | Wright Ave. @ Stumpf | | 14-Feb |
| 19 | Wright Ave. @ Farmington Pl. | | 14-Feb |
| 20 | Carol Sue Ave (Farmington Pl. to Whitney Blvd.) | | 14-Feb |
| 21 | Belle Chasse Hwy (STATE) | | 14-Feb |
| 22 | Berman Hwy (STATE) | | 14-Feb |
| 23 | Holmes Blvd. (Terry Pkwy to Behrman Hwy) | 2/14 | 14-Feb |
| 24 | Wichers (F. to Barataria) | 2/27 | 24-Feb |
| 25 | Medical Center Blvd. (Witcher to Tenth) | | 24-Feb |
| 26 | Ave D (W.B. Expwy to 4th) | | 24-Feb |
| 27 | 4th Street (Destrehan to Barataria) | | 24-Feb |
| 28 | Barataria Blvd (STATE) | | 24-Feb |
| 29 | Barataria Added Area | | 24-Feb |
| 30 | Bastian (Barataria to Vermillion) | | 24-Feb |
| 31 | Leo Kerner | | 24-Feb |
| 32 | Mt. Rushmore (Barataria to Mt. Whitney) | | 24-Feb |
| 33 | Hillcrest (Barataria to Pritchard) | | 24-Feb |
| 34 | Pritchard (Barataria to Hillcrest) | | 24-Feb |
| 35 | College (Barataria to Bennington) | | 24-Feb |
| 36 | Tulsa Dr. | 2/27 | 24-Feb |
| 37 | Terry Pkwy. (W.B. Expwy to Belle Chase Hwy.) | 2/14 | 14-Feb |
| 38 | Holmes Blvd. (Oakwood Dr. to Foot of Overpass) | | 14-Feb |
| 39 | Wall Blvd (Belle Chase Hwy to Stonebridge Dr.) | | 14-Feb |
| 40 | Harvey Blvd. Ext. (Wall Blvd. to Dead End) | 2/14 | 14-Feb |

West Bank Smooth Cut

| # | Location | Working | Complete |
|----|---|---------|----------|
| 41 | Harvey Blvd. Ext. (Wall Blvd. to Engineers Rd.) | 2/14 | 14-Feb |
| 42 | Destrehan Ave. (Lapalco to Clover) | 2/21 | 18-Feb |
| 43 | Long Leaf (Destrehan to Alex Korman) | | 18-Feb |
| 44 | Alex Korman (Post to Longleaf) (Eastview/Sandy) | | 18-Feb |
| 45 | Alex Korman & Sandy | | 18-Feb |
| 46 | Post Dr. | | 18-Feb |
| 47 | Oakmere & Deer Park | | 18-Feb |
| 48 | Oakmere (Cousins to Deerpark) | | 18-Feb |
| 49 | Cousins Blvd. (Oakmere to Woodmere) | | 18-Feb |
| 50 | Ames Blvd. (Barataria to Acre) | | 18-Feb |
| 51 | Bayou Estates | | 18-Feb |
| 52 | Rue Louis Phillipe (Caddy to Ames) | | 18-Feb |
| 53 | North Oak | | 18-Feb |
| 54 | Segnette Blvd (Lapalco to W.B. Expwy) | | 18-Feb |
| 55 | South Jamie Blvd. (U.S. 90 to Nicolle Blvd.) | | 18-Feb |
| 56 | Manhattan Blvd. (W.B. Expwy to Canal) | 2/21 | 19-Feb |
| 57 | Gretna Blvd. (Gretna City Line to Dogwood Ct.) | | 19-Feb |
| 58 | Westwood (W.B. Expwy. To Runnymede) | | 19-Feb |
| 59 | Sheree Lynn Ct. (Along Canal) | 2/21 | 17-Feb |
| 60 | Charlie | | 17-Feb |
| 61 | Alamo @ 11th | | 17-Feb |
| 62 | 9th @ Dogwood | | 17-Feb |
| 63 | 9th @ Redwood | | 17-Feb |
| 64 | Promande Blvd. | | 17-Feb |
| 65 | Son K (Barataria to Dead End) | | 17-Feb |
| 66 | Oak Alley Blvd. (Anchorage Dr. to Seven Oaks Ct.) | | 17-Feb |
| 67 | Devereaux Dr. @ Rienzi Dr. (Along Fence) | | 17-Feb |
| 68 | Blanca Ct. | | 17-Feb |
| 69 | Christina Dr (Left) | | 17-Feb |
| 70 | Christina Dr (Bus Stop) | | 17-Feb |
| 71 | Sunrise Dr Lot | | 17-Feb |
| 72 | Oak Forest (Barataria to Audubon) | | 17-Feb |
| 73 | Rock Fish Rd./Mill Creek | 2/21 | 17-Feb |
| 74 | Doreen Guardrails | | 18-Feb |
| 75 | Ellender Servitude | | 18-Feb |
| 76 | Ames Blvd. @ Joy Ann | | 18-Feb |
| 77 | Carrie Ln. | | 18-Feb |
| 78 | Betty Blvd. (Lapalco to Canal) | 2/18 | |
| 79 | King Henry Ct. (W.B. Expwy to Dead End) | 2/18 | 18-Feb |
| 80 | Claiborne Pkwy (W.B. Expwy to Beech Grove) | 2/18 | 18-Feb |
| 81 | Hooter (Bridge City Ave. to Cul-De-Sac) | 2/18 | 18-Feb |

West Bank Smooth Cut

| # | Location | Working | Complete |
|-----|---|---------|----------|
| 82 | Oak St. (Bridge City Ave. to River Rd.) | 2/21 | 18-Feb |
| 83 | Bridge City Ave (12th to 15th) | | 18-Feb |
| 84 | Glen Della Dr. (U.S. 90 to Cathedral) | | 18-Feb |
| 85 | Dewberry Ct. (U.S. 90 to Simoneux) | 2/21 | 18-Feb |
| 86 | Nicolle Blvd. (Pat Dr. to Dead End by Ruth) | 2/21 | |
| 87 | Margie Dr. (Clara to Jacqueline) | 2/21 | 18-Feb |
| 88 | Church Hill | 2/14 | 14-Feb |
| 89 | Bridge City / Seven Oaks / Hwy 90 Interchange | | 14-Feb |
| 90 | La 18 @ Nine Mile Point Rd | 2/14 | 14-Feb |
| 91 | Utah Beech @ La 18 | 2/21 | 14-Feb |
| 92 | Butler Drive | | 18-Feb |
| 93 | Capital Dr @ Senate | | 18-Feb |
| 94 | Sweet Bay | | 18-Feb |
| 95 | Laurel Oak | | 18-Feb |
| 96 | Linden Loop | | 18-Feb |
| 97 | Silver Bell | | 18-Feb |
| 98 | E. Kori Including Cul De Sac | | 19-Feb |
| 99 | W Kori Including Cul De Sac | | 19-Feb |
| 100 | E Velvet Including Cul De Sac | | 19-Feb |
| 101 | W Velvet Including Cul De Sac | | 19-Feb |
| 102 | Acadia | | 19-Feb |
| 103 | Sweet Pea | | 19-Feb |
| 104 | Wiegand Dr | | 19-Feb |
| 105 | Mono Ct | 2/21 | 19-Feb |
| 106 | Hope Haven | 2/14 | 14-Feb |
| | | | |
| | | | |

2019 SMOOTH CUT INVOICE TRACKING

98

ATTACHMENT L

INVOICE TO DOTD: RIGHT-OF-WAY



JEFFERSON PARISH

DEPARTMENT OF PARKWAYS

CYNTHIA LEE SHENG
PARISH PRESIDENT

BRYAN K. PARKS, PLA
DIRECTOR

January 22, 2021

Mr. Scott Boyle
DOTD
P.O. Box 9180
Bridge City, LA 70096

Re: Maintenance Agreement Jefferson Parish

Dear Mr. Boyle:

Please let this letter serve as official notification for work performed during the period of July 1, 2020 through December 31, 2020, as authorized in the Maintenance Agreement between Jefferson Parish and the State Department of Transportation and Development Office of Engineering, Resolution #136078, adopted July 22nd, 2020.

The billing cycle totals include the below invoices, for a total of \$ 72,523.23:

| | EB State | | WB State | |
|------------------------------|-----------|-------------|-----------|-------------|
| July (1 st) | JP 20-81 | \$ 3,759.19 | JP 20-84 | \$ 1,819.52 |
| July (2 nd) | JP 20-90 | \$ 3,759.19 | JP 20-93 | \$ 1,819.52 |
| July (3 rd) | JP 20-95 | \$ 3,759.19 | JP 20-98 | \$ 1,819.52 |
| August (1 st) | JP 20-101 | \$ 3,759.19 | JP 20-104 | \$ 1,819.52 |
| August (2 nd) | JP 20-107 | \$ 3,759.19 | JP 20-110 | \$ 1,819.52 |
| August (3 rd) | JP 20-113 | \$ 3,759.19 | JP 20-116 | \$ 1,819.52 |
| September (1 st) | JP 20-119 | \$ 3,759.19 | JP 20-122 | \$ 1,819.52 |
| September (2 nd) | JP 20-125 | \$ 3,759.19 | JP 20-128 | \$ 1,819.52 |
| October (1 st) | JP 20-132 | \$ 3,759.19 | JP 20-135 | \$ 1,819.52 |
| October (2 nd) | JP 20-138 | \$ 3,759.19 | JP 20-141 | \$ 1,819.52 |
| November (1 st) | JP 20-145 | \$ 3,759.19 | JP 20-148 | \$ 1,819.52 |
| November (2 nd) | JP 20-152 | \$ 3,759.19 | JP 20-155 | \$ 1,819.52 |
| December | JP 20-159 | \$ 3,759.19 | JP 20-162 | \$ 1,819.52 |

Total \$ 48,869.47

Total \$ 23,653.76

Herbicide Spraying: \$ 5,853.33 – Progressive Solutions Invoice# 29084

Grand Total: \$ 79,376.56

1901 AMES BOULEVARD – MARRERO, LA 70072
OFFICE 504.349.3800 FAX 504.349.3825
EMAIL: JPPARKWAYS@JEFFPARISH.NET
WEBSITE: WWW.JEFFPARISH.NET

ATTACHMENT M

INVOICE TO DOTD: WESTBANK EXPWY



JEFFERSON PARISH

DEPARTMENT OF PARKWAYS

CYNTHIA LEE SHENG
PARISH PRESIDENT

BRYAN K. PARKS, PLA
DIRECTOR

January 22, 2021

Mr. Scott Boyle
DOTD
P.O. Box 9180
Bridge City, LA 70096

RE: Maintenance Agreement Jefferson Parish

Dear Mr. Boyle:

Please let this letter serve as official notification for work performed during the period of July 1, 2020 to December 31, 2020, as authorized in the Maintenance Agreement between Jefferson Parish and the State Department of Transportation and Development Office of Engineering, Resolution 136743, adopted December 9th, 2020.

This billing cycle totals include the below invoices for grass cutting.

July

| | |
|---------------------|--------------|
| Invoice # JP 20-91 | \$ 11,895.57 |
| Invoice # JP 20-96 | \$ 11,895.57 |
| Invoice # JP 20-102 | \$ 11,895.57 |

August

| | |
|---------------------|--------------|
| Invoice # JP 20-108 | \$ 11,895.57 |
| Invoice # JP 20-114 | \$ 11,895.57 |
| Invoice # JP 20-120 | \$ 11,895.57 |

September

| | |
|---------------------|--------------|
| Invoice # JP 20-126 | \$ 11,895.57 |
| Invoice # JP 20-133 | \$ 11,895.57 |

October

| | |
|---------------------|--------------|
| Invoice # JP 20-139 | \$ 11,895.57 |
| Invoice # JP 20-146 | \$ 11,895.57 |

November

| | |
|---------------------|--------------|
| Invoice # JP 20-153 | \$ 11,895.57 |
|---------------------|--------------|

1901 AMES BOULEVARD - MARRERO, LA 70072
OFFICE 504.349.5800 FAX 504.349.5828
EMAIL: JPPARKWAYS@JEFFPARISH.NET
WEBSITE: WWW.JEFFPARISH.NET

December
Invoice# JP 20-160 \$ 11,895.57

Total: \$ 142,746.84

This billing cycle also includes Litter & Trash Collection, Bed & Tree Maintenance and Herbicide Spraying not associated with a mowing cycle as follows.

Litter/Trash collection: \$1,417.86 – In-house (Work orders provided)
\$ 5,250.00 – H & O Investments – Invoice# JPL 20-01

Bed and Tree
Maintenance: \$ 465.40 – In-house (Work orders provided)
\$ 8,914.26 – Corporate Green – Invoice# 19033344

Herbicide Spraying: \$ 5,700.00 – 2nd Round Progressive Solutions – Invoice# 28628
\$ 13,131.28 – 3rd Round Progressive Solutions – Invoice# 29085

Grand Total: \$ 177,625.64

Therefore we respectfully request reimbursement of the second payment for the period of July 1, 2020 to December 31, 2020 for \$ 177,625.64 made payable to Jefferson Parish.

Please forward the check to:

Jefferson Parish Parkways Department
Attn: Heta Babin, Executive Assistant
1901 Ames Blvd.
Marrero, LA 70072

I can be reached at (504) 349-5829 if there are any questions on the above.

Sincerely,



Bryan K. Parks, PLA
Director
Public Works – Parkways Department

ATTACHMENT 1

AUDITOR INDEPENDENCE STATEMENT

According to Ordinance No. 26063 (September 16, 2020), Sec.2-162.2(a) and (d), the Director of Internal Audit "shall engage in internal audit activities and complete engagements in an independent manner, free of any organizational or personal impairment. The Director shall attest in writing that all activity was concluded with independence, free from organizational or personal impairment."

Sec. 2-162.2. - Independence and objectivity; professional standards.

(a) The department function must be independent to retain objectivity, and the department's independence allows the director to make assessments impartially and without bias while avoiding conflicts of interest. In furtherance of the operation of an independent and objective department, the department shall use the following standards in the completion of all engagements and in the conduct of all activity:

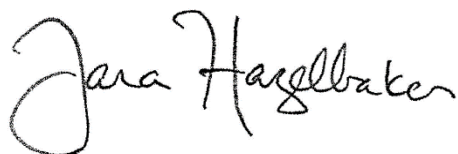
- (1) The standards and code of ethics produced by the Institute of Internal Auditors and published in the *Professional Practices Framework*;
- (2) The standards and principles produced by the Government Accountability Office and published in the *Government Auditing Standards*; and
- (3) The professional and ethical standards issued by the American Institute of Certified Public Accountants.

(d) The director shall engage in internal audit activities and complete engagements in an independent manner, free of any organizational or personal impairment. The director shall attest in writing that all activity was concluded with independence, free from organizational or personal impairment. Any impairment to independence, organizational or personal, shall be reported in writing to the council and copied to the parish president and the inspector general within seven (7) business days of discovering the impairment, organizational or personal.

The following is the required attestation meant to comply with both professional standards and Jefferson Parish Ordinance No. 26063.

ATTESTATION:

Internal Audit Report #2022-003 was conducted with independence and free from organizational or personal impairment.



TARA HAZELBAKER, CPA, CIA
DIRECTOR OF INTERNAL AUDIT



ATTACHMENT #2

RESPONSE FROM PARISH ADMINISTRATION



JEFFERSON PARISH

OFFICE OF THE PARISH PRESIDENT

CYNTHIA LEE SHENG
PARISH PRESIDENT

June 28, 2022

Via Electronic Mail

Tara Hazelbaker, Director
Internal Audit Department
Joseph S. Yenni Building
1221 Elmwood Park Blvd., Suite 306
Jefferson, LA 70123

RE: Internal Audit Report #2022-003
Public Works-Grass Cutting Contract #55-17317

Dear Ms. Hazelbaker:

In accordance with Sec. 2-162.5(b), Jefferson Parish Code of Ordinances, the Administration provides the following response to Internal Audit Report #2022-002 Public Works-Grass Cutting Contract #55-17317 ("Report"), received by the Administration on May 16, 2022.

The Report contains six (6) "Recommendations" each of which is addressed below.

Recommendation: 1. Internal Audit recommends that the Department of Parkways ensure that payment terms and frequency of invoice requirements are contained within future Contracts or Bid Specifications.

Response: For all future contracts, the Department of Parkways ("Parkways") will ensure that the bid specifications include a paragraph detailing invoicing requirements to include invoice frequency and all required formatting thereby streamlining the payment process.

Recommendation: 2. Internal Audit recommends a separate Bid Item number for services eligible for reimbursement. The Bid Item number could be the same, if possible, across relevant contracts. This will help to ensure that all items are captured and provide for a better audit trail.

Response: For future grass cutting contracts, Parkways will include a section within the bid specifications dedicated to the LADOTD rights-of-way. This proposed section of the bid specifications will include locations and descriptions of all LADOTD rights-of-way locations. To coincide with this proposed section of the bid specifications, the bid form will include a dedicated line item for the bid price to maintain the LADOTD rights-of-way.

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 1002 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.736.6400

GENERAL GOVERNMENT BUILDING-200 DERBIGNY ST - SUITE 6100 - GRETNA, LA 70053 - PO BOX 9 - GRETNA - LA 70054
OFFICE 504.364.2700

WWW.JEFFPARISH.NET

Recommendation: 3. Internal Audit recommends that Parkways works with the Department of Accounting to ensure segregation of each check into individual revenue recordation, along with more specific transaction descriptions.

Response: Parkways has contacted the Department of Accounting to discuss the labeling of deposited money. Parkways will coordinate with the Department of Accounting to ensure that more descriptive, and consistent, labels are used for these future transactions.

Recommendation: 4. Internal Audit recommends invoicing the Westbank reimbursable items on a monthly basis, or otherwise as per the current agreement. This may decrease the lapse time between the invoice and the cash receipt date, thusly improving cash flow.

Response: Parkways will ensure that invoicing occurs in accordance with LADOTD agreements. The current State rights-of-way turf maintenance contract allows for semi-annual invoicing and the current Westbank Expressway turf and landscape maintenance contract allows for quarterly invoicing. Review of past contracts with LADOTD revealed that the Westbank Expressway turf and landscape maintenance contract from 2019/2020 was the only contract that allowed for monthly invoicing.

Recommendation: 5. Internal Audit recommends the Department of Parkways increase its focus on appropriately maximizing revenue via the Department of Transportation and Development maintenance agreements.

Response: Parkways will coordinate with LADOTD to discuss the current State rights-of-way turf maintenance contract's parameters relating to invoice periods and the maximum expenditures, including reimbursement under past contracts and increase in funding.

Recommendation: 6. The Parish should provide regular communications reminding personnel of Contract Administration Policy and Procedures and other operational policies in effect. Additionally, the Parish should provide training as necessary to ensure that Departments understand the nature of the policies and appreciate their importance.

Response: The Parish Attorney's Office in conjunction with Human Resource Management, Training Division, have created an on-line training course for Contract Administration. Every parish employee designated as a contract administrator is required to complete this training course. A certificate will be issued after the successful completion of the course, which is maintained in the employee's departmental personnel file.

Thank you for your assistance, and for providing us an opportunity to respond.

If you have any questions, please contact me at your earliest convenience.

Sincerely,


Cynthia Lee Sheng
Parish President

cc: Honorable Ricky Templet, Councilman at Large, Div. A
Honorable Scott Walker, Councilman at Large, Div. B

Honorable Marion Edwards, Councilman, Dist. 1
Honorable Deano Bonano, Councilman, Dist. 2
Honorable Byron Lee, Councilman, Dist. 3
Honorable Dominick Impastato, Councilman, Dist. 4
Honorable Jennifer Van Vrancken, Councilwoman, Dist. 5