

EXECUTIVE COMMITTEE MEETING AGENDA January 27, 2011

I. Chairman Comments – Manny Blanco

- Welcome Guest
- Approval of Board Absences
- Approval of Minutes for December 16, 2010 Pg. 2
- Appreciation – Former Commissioner

Adjourn as JEDCO

II. Convene as Forward Jefferson Corporation – Lynda Nugent-Smith

- Approval of Minutes for December 16, 2010 Pg. 9
- Resolution authorizing Change Order #7 to Woodrow Wilson Construction Company contract – **Dottie Stephenson Pg. 12**
- Resolution authorizing contract between FORJ and Kass Brothers – **Dottie Stephenson Pg. 36**

Adjourn as Forward Jefferson Corporation and reconvene as JEDCO

III. New and Old Business

- Resolution authorizing Change Order #7 to Woodrow Wilson Construction Company contract – **Dottie Stephenson Pg. 12**
- Resolution authorizing contract between FORJ and Kass Brothers – **Dottie Stephenson Pg. 36**
- Motion to approve up to \$200,000 for clearing and spreading fill in Churchill Tech Park – **Dottie Stephenson**
- Resolution approving Second Amendment to CEA with the City of Kenner – **Jerry Bologna Pg. 82**
- Approval of JEDCO Credit Card – **Cynthia Grows**

IV. Executive Director Report – Lucien Gunter

- Family Gras Request
- Billboard Update
- Bankers' Meeting, January 24th
- Gretna Partnership – **Jerry Bologna**
- Incubator update – **Jerry Bologna**

V. Financial Report – Cynthia Grows

- Monthly Financial Report Pg. 96

VI. Public / Other Comments

Adjournment Note: This meeting will be held at Jefferson Parish Economic Development Commission Office, 3445 N Causeway Blvd., Suite 300 in Metairie at 8:30 am.

EXECUTIVE COMMITTEE MEETING MINUTES December 16, 2010

- Call to Order** 8:30 a.m.
- Attendance:** Joe Ewell, Jim Garvey, Mark Jacobs, Greg Jordan, Jonathan Linn, Joe Liss, Dr. Vinicio Madrigal, David Martin, Lynda Nugent-Smith, Bill Peperone, Paul Rivera,
- Staff:** Jerry Bologna, Cynthia Grows, Lucien Gunter, Alberto Qeral, Scott Rojas, Dottie Stephenson, Penny Weeks
- Absences:** David Andignac, Manny Blanco, Frank Trapani
- Attorney:** John Luck
- Guests:** Dee Dee Lancaster, Royce Blanchard and Sean Burke

I. Chairman Comments – Joe Ewell

- **Welcome Guest**

The above named guests were welcomed to the meeting.

- **Approval of Board Absences**

Mark Jacobs motioned to excuse David Andignac, Manny Blanco, Frank Trapani; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Approval of Minutes for November 18, 2010**

David Martin motioned to approve the minutes as corrected; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Appreciation - Outgoing Commissioner**

Even though Scott Schellhaas was not in attendance today, Chairman Ewell expressed sincere appreciation for Scott's dedication and contributions while serving as a Commissioner. The Board plans to invite Scott to the next meeting and extend a proper farewell.

- **Swearing-in of new Commissioner(s)**

Parish Attorney, John Luck, performed the swearing in of Paul Rivera who represents the Jefferson Parish Marine Fisheries Advisory Board, and Joe Liss who represents the East Jefferson Business Association.

- **Appointment to Finance Committee**

Lynda Nugent-Smith motioned to appoint Paul Rivera and Joe Liss to the Finance Committee; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

II. Executive Session

- **Personnel Matter - Re: Executive Director Contract**

Chairman Ewell called for a motion to move to Executive Session to discuss the Executive Director Contract.

Jim Garvey motioned to move to Executive Session; seconded by Lynda Nugent-Smith. The motion passed unanimously.

Mark Jacobs motioned to adjourn the Executive Session at 9:05; seconded by Jim Garvey. The motion passed unanimously.

III. JEDCO Public Meeting Reconvened

Chairman Ewell called the public meeting to order and asked for any action or motion from Executive Session.

Dr. Vinicio Madrigal motioned to renew the Executive Director's contract; seconded by Lynda Nugent-Smith. The motion passed unanimously.

Adjourn as JEDCO- Dr. Vinicio Madrigal motioned to adjourn; seconded by David Martin. The motion passed unanimously.

IV. Convene as Forward Jefferson Corporation – Lynda Nugent-Smith

- **Approval of Minutes for November 18, 2010**

Dr. Vinicio Madrigal motioned to approve the minutes; seconded by Mark Jacobs. The motion passed unanimously.

- **Appointment for Vacant Position**

The Chairwoman asked for a motion to fill the vacancy created by Scott Schellhaas.

Mark Jacobs motioned to appoint Stan Salathe to the FORJ Board; seconded by Jim Garvey. The motion passed unanimously.

- **Resolution to accept low bidder for additional work at the new JEDCO building – Dottie Stephenson**

Two bids were received on November 30th for the curved driveway and additional landscaping at the new JEDCO building. Kass Brothers, Inc. submitted the lowest bid.

Bill Peperone motioned to approve the resolution accepting Kass Brothers, Inc. as the low bidder; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving 2nd Amendment to Credit Agreement among FORJ, AMCREF and Capital One – Dottie Stephenson**

Dottie presented the resolution and pointed out that it contains two main provisions which modify the restrictions of the loan's use. This will allow the construction account to be drawn down by December 16th and will help to avoid any recapture penalty under the New Markets Tax Credit regulations by reducing the amount in the construction account.

Bill Peperone motioned to approve the 2nd Amendment to the Credit Agreement; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving Change Order #7 to FORJ Contract with WWCC – Dottie Stephenson**

Dottie stated that Change Order #7 cannot be presented at this time for approval.

Joe Ewell motioned to defer to the next FORJ meeting; seconded by David Martin. The motion passed unanimously.

Adjourn as Forward Jefferson Corporation: Dr. Vinicio motioned to adjourn; seconded by Jim Garvey. The motion passed unanimously.

Reconvene as JEDCO

V. New and Old Business

- **Resolution to accept low bidder for additional work at the new JEDCO building – Dottie Stephenson**

Two bids were received on November 30th for the curved driveway and additional landscaping at the new JEDCO building. Kass Brothers, Inc. submitted the lowest bid.

Dr. Vinicio Madrigal motioned to approve the resolution accepting Kass Brothers, Inc. as the low bidder; seconded by Lynda Nugent-Smith. The motion passed unanimously.

- **Resolution approving 2nd Amendment to Credit Agreement among FORJ, AMCREF and Capital One – Dottie Stephenson**

Dottie presented the resolution and pointed out that it contains two main provisions which modify the restrictions of the loan's use. This will allow the construction account to be drawn down by December 16th and will help to avoid any recapture penalty under the New Markets Tax Credit regulations by reducing the amount in the construction account.

Lynda Nugent-Smith motioned to approve the 2nd Amendment to the Credit Agreement; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving Change Order #7 to FORJ Contract with WWCC – Dottie Stephenson**

Dottie stated that Change Order #7 cannot be presented at this time for approval.

Jim Garvey motioned to defer to the next JEDCO Board of Commissioners meeting; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution authorizing 1st Amendment to JEDCO/State of Louisiana CEA for PFTSTA and Conference Center – Dottie Stephenson**

An additional \$750,000 was allocated to the project in Priority 5 for a new total of \$20,750,000. Therefore, an amendment to the CEA is needed to reflect the increased allocation.

Bill Peperone motioned to approve the Resolution authorizing the 1st Amendment to JEDCO/State of Louisiana CEA for the PFTSTA and Conference Center; seconded by David Martin. Mark Jacobs recused himself from voting. The motion passed unanimously.

- **Resolution approving 6th Amendment to Lease for 3445 N. Causeway Blvd. offices – Dottie Stephenson**

Lynda Nugent-Smith motioned to approve the resolution with an amendment to include an option for an additional one month extension; seconded by Greg Jordan. The motion passed unanimously.

- **Resolution approving 4th Amendment to Perez Architects Professional Services Agreement – Dottie Stephenson**

Dottie explained that Amendment #4 authorizes fees in the amount of \$14,902.00 for the additional \$135,260.00 in construction work for the curved driveway and landscape additions that were not included in the original Perez Professional Services Agreement or any other amendments to the Agreement.

Dr. Vinicio Madrigal motioned to approve the 4th Amendment to Perez Architects Professional Services Agreement; seconded by David Martin. The motion passed unanimously.

- **Approval of 2nd Amended JEDCO 2010 Budget – Cynthia Grows**

Cynthia presented the 2nd Amended 2010 Budget and requested approval.

Lynda Nugent-Smith motioned to approve the 2nd Amended JEDCO 2010 Budget; seconded by Greg Jordan. The motion passed unanimously.

VI. Executive Director Report – Lucien Gunter

- **Hornets Retention Efforts**

Chairman Ewell gave an overview of the Hornets attendance record and how it affects keeping the franchise in the city. He also shared some of the ideas to increase attendance/ticket sales that were discussed among the members of a newly formed group of business leaders known as the Hornets Business Council. The Council hopes to bring awareness to the community and develop a long term strategy that will keep the Hornets in New Orleans.

- **ILTAP Loan Program – Alberto Queral**

Alberto advised the Board that the Office of Community Development Disaster Recovery Unit has approved JEDCO's application as an intermediary of loan funds totaling \$2,000,000 for the Louisiana Innovation Loan and Technical Assistance Program. The kick-off campaign is scheduled for January 28, 2011.

- **Administrative Staff Orientation December 13 – Jerry Bologna**

Lucien Gunter and the JEDCO Senior Management hosted a JEDCO orientation for Parish President John Young's new Administration and provided a tour of Churchill Technology & Business Park, the new JEDCO building, and NOLA Motorsports.

- **GNO, Inc. Orientation, December 14 – Jerry Bologna**

The JEDCO Senior Management hosted an orientation for Greater New Orleans, Inc. and provided a tour of Churchill Technology & Business Park, JEDCO building and NOLA Motorsports.

- **EDGE 2020 Cabinet**

On December 3rd David Andignac called a meeting with the Cabinet Leaders of the eight strike forces to review the 2010 report cards completed by GCR & Associates. Among the Cabinet Leaders in attendance were President John Young, Councilwoman Cynthia Lee-Sheng and Sheriff Newell Normand. The purpose of the meeting was to review what had been accomplished, what is yet to be accomplished, what action items need to be removed, and consider any new, potential action items.

- **Annual Luncheon – Scott Rojas**

The 2010 Annual Luncheon was sold out with 336 attendees. Expenses were 28% under last year. The 2011 Annual Luncheon is scheduled for December 6, 2011.

VII. Financial Report – Cynthia Grows

- **Monthly Financial Report**

Cynthia presented the report, which forms a part of these minutes.

- **LAMP Update**

By request of the Board at the November 18th meeting, Cynthia polled 17 banks for CD Rates and Money Market Rates. She will review again at the beginning of 2011.

VIII. Public / Other Comments

Commissioner Mark Jacobs wanted to publically acknowledge, commend, and extend his appreciation to the non-management JEDCO Staff for what they do to make JEDCO what it is, and especially for all they did in 2010.

Adjournment: Joe Liss motioned to adjourn at 10:17; seconded by Bill Peperone. The motion passed unanimously.

Jonathan Lin
JEDCO – Secretary

**FORWARD JEFFERSON CORPORATION
(FORJ)**

December 16, 2010

MINUTES

Call to Order 9: 10 a.m.

Attendance: Joe Ewell, Jim Garvey, Mark Jacobs, Dr. Vinicio Madrigal, David Martin, Lynda Nugent-Smith, Bill Peperone

Staff: Jerry Bologna, Cynthia Grows, Lucien Gunter, Alberto Qeral, Scott Rojas, Dottie Stephenson, Penny Weeks

Absences: David Andignac, Manny Blanco, Frank Trapani

Attorney: John Luck

Guests: Dee Dee Lancaster, Royce Blanchard and Sean Burke

I. Convene as Forward Jefferson Corporation – Lynda Nugent-Smith

• **Approval of Minutes for November 18, 2010**

Dr. Vinicio Madrigal motioned to approve the minutes; seconded by Mark Jacobs. The motion passed unanimously.

• **Appointment for Vacant Position**

The Chairwoman asked for a motion to fill the vacancy created by Scott Schellhaas.

Mark Jacobs motioned to appoint Stan Salathe to the FORJ Board; seconded by Jim Garvey. The motion passed unanimously.

• **Resolution to accept low bidder for additional work at the new JEDCO building – Dottie Stephenson**

Two bids were received on November 30th for the curved driveway and additional landscaping at the new JEDCO building. Kass Brothers, Inc. submitted the lowest bid.

Bill Peperone motioned to approve the resolution accepting Kass Brothers, Inc. as the low bidder; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving 2nd Amendment to Credit Agreement among FORJ, AMCREF and Capital One – Dottie Stephenson**

Dottie presented the resolution and pointed out that it contains two main provisions which modify the restrictions of the loan's use. This will allow the construction account to be drawn down by December 16th and will help to avoid any recapture penalty under the New Markets Tax Credit regulations by reducing the amount in the construction account.

Bill Peperone motioned to approve the 2nd Amendment to the Credit Agreement; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving Change Order #7 to FORJ Contract with WWCC – Dottie Stephenson**

Dottie stated that Change Order #7 cannot be presented at this time for approval.

Joe Ewell motioned to defer to the next FORJ meeting; seconded by David Martin. The motion passed unanimously.

Adjourn as Forward Jefferson Corporation: Dr. Vinicio motioned to adjourn; seconded by Jim Garvey. The motion passed unanimously.

James Garvey, Secretary
Forward Jefferson Corporation (FORJ)

Bill Peperone motioned to approve the resolution accepting Kass Brothers, Inc. as the low bidder; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving 2nd Amendment to Credit Agreement among FORJ, AMCREF and Capital One – Dottie Stephenson**

Dottie presented the resolution and pointed out that it contains two main provisions which modify the restrictions of the loan's use. This will allow the construction account to be drawn down by December 16th and will help to avoid any recapture penalty under the New Markets Tax Credit regulations by reducing the amount in the construction account.

Bill Peperone motioned to approve the 2nd Amendment to the Credit Agreement; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- **Resolution approving Change Order #7 to FORJ Contract with WWCC – Dottie Stephenson**

Dottie stated that Change Order #7 cannot be presented at this time for approval.

Joe Ewell motioned to defer to the next FORJ meeting; seconded by David Martin. The motion passed unanimously.

Adjourn as Forward Jefferson Corporation: Dr. Vinicio motioned to adjourn; seconded by Jim Garvey. The motion passed unanimously.

Bill Peperone, Treasure
Forward Jefferson Corporation (FORJ)

MEMORANDUM

DATE: January 20, 2011

TO: **JEDCO Board of Commissioners &
FORJ Board of Directors**

FROM: Lucien Gunter, Executive Director
via
Dottie Stephenson, Deputy Director

SUBJECT: **Adoption of Resolution: Change Order #7**

BACKGROUND

Woodrow Wilson Construction Company has requested a change order for the following items:

1. Carpet upgrade (ADD) \$2,607.05
2. Relocate cased opening in Executive Building (ADD) \$598.00
3. Relocate cased opening in Incubator Building (ADD) \$460.00
4. Electrical cost for adding electrified panic devices at storefronts (ADD) \$3,436.57
5. Changes to the data system (ADD) \$3,579.82
6. Erection of straight wall in Incubator Conference Room (ADD) \$805.00
7. Extra Concrete Pour for Entrance Drive (ADD) \$3,526.89
8. Generator Stucco (ADD) \$11,500.00
9. Additional Contactors for regulating timing of lighting poles in Parking Lot \$4,198.95

10. Additional Labor for Stairs adjacent to Elevator (ADD) \$1,456.00

DISCUSSION

The total cost of this change order is \$32,168.28 which is available in FORJ's construction account. The amount of the change order will be divided between the CDBG incubator grant and the New Markets Tax Credit loan according to eligibility of items. Some of the items in this change order were made at JEDCO's request.

RECOMMENDATION

We are recommending that the Boards of both FORJ and JEDCO approve Change Order #7 by adopting companion resolutions. The funds are available and unallocated.

Mel Lamp of Perez will be at the meeting to discuss in more detail the changes.

I have attached the resolutions and back-up documentation to this memo. Thank you for considering this request.

Attachments



AIA[®]

Document G701[™] – 2001

Change Order

PROJECT: <i>(Name and address)</i>	CHANGE ORDER NUMBER:	OWNER <input type="checkbox"/>
JEDCO	DATE: 7	ARCHITECT <input type="checkbox"/>
700 Churchill Pkwy	ARCHITECT'S PROJECT NUMBER: 1-19-2011	CONTRACTOR <input type="checkbox"/>
Avondale, LA 70094		FIELD <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i>	CONTRACT DATE: 12-1-2010	OTHER <input type="checkbox"/>
Woodrow Wilson Construction	CONTRACT FOR: General Construction	
Company, Inc.		
345 Highlandia Dr.		
Baton Rouge, LA 70810		

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Change Order 7 includes the following items: Carpet Upgrade; Relocation of cased opening in Executive Building; Relocation of Cased Opening in Incubator Building; Electrical Cost for Electrified Panic Devices; Changes to data system; Erection of straight wall in incubator conference room; Extra concrete for entrance drive (material only); Generator Building Stucco; Additional contactors; Additional labor for elevator stairs; The total cost of Change Order 7 is \$32,168.28 including GC's OH&P.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 4,856,000.00
The net change by previously authorized Change Orders	\$ 128,014.44
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 4,984,014.44
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 32,168.28
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 5,016,182.72
The Contract Time will be (increased) (decreased) (unchanged) by (0) days	
The date of Substantial Completion as of the date of this Change Order therefore is	November 19, 2010

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G701[™] – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



AIA Document G709™ – 2001

Work Changes Proposal Request

PROJECT: (Name and address)

JEDCO
700 Churchill Pkwy
Avondale, LA 70094

OWNER: (Name and address)

JEDCO
3445 N. Causeway Blvd., Ste. 300
Metairie, LA 70002

FROM ARCHITECT: (Name and address)

Perez, A Professional Corporation
317 Burgundy St. Suite 10
New Orleans, LA 70112

PROPOSAL REQUEST NUMBER: 7

OWNER

DATE OF ISSUANCE: 1-19-11

ARCHITECT

CONTRACT FOR: General Construction

CONSULTANT

CONTRACT DATE: December 1, 2009

CONTRACTOR

ARCHITECT'S PROJECT NUMBER:

FIELD

4479-001

OTHER

TO CONTRACTOR: (Name and address)

Woodrow Wilson Construction Company
345 Highlandia Drive
Baton Rouge, LA 70810

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: (Insert a written description of the Work)

Change Order 7 includes the following items: Carpet Upgrade; Relocation of cased opening in Executive Building; Relocation of Cased Opening in Incubator Building; Electrical Cost for Electrified Panic Devices; Changes to data system; Erection of straight wall in incubator conference room; Extra concrete for entrance drive; Generator Building Stucco; Additional contactors; Additional labor for elevator stairs; The total cost of Change Order 7 is \$32,168.28 including GC's OH&P.

ATTACHMENTS: (List attached documents that support description)

WWCCI Construction Contract Change Order Summary
Carpet Cost emails by WWCCI and Perez
Brandel Construction price
JWS Electrical services quote; Comone quote; & Bradley Electrical Services CO's 3,5,&10
Silver construction breakdown and Carlo Ditta invoice

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G709™– 2001. Copyright © 1970, 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



WOODROW WILSON CONSTRUCTION COMPANY, INC.

GENERAL CONTRACTOR

January 19, 2011

Re: PCO7

Mr. Lamp,

The following items comprise WWCCI's Proposal for Change Order 7:

1. Carpet upgrade
2. Relocation of cased opening at Executive building.
3. Relocation of cased opening at Incubator Building
4. Electrical cost for addition of electrified panic devices
5. Changes to Data system
6. Erection of Straight wall in Incubator Conference Room
7. Extra Concrete for entrance drive
8. Generator Building stucco
9. Additional Contactors
10. Additional labor for stairs adjacent to elevator

PCO7-1: Carpet upgrade

The specified carpet selection was rejected and an upgrade was selected by the Owner. A price of \$2,607.05 was given and approved by JEDCO and Perez, and the carpet has been ordered and is being stored on site. This price includes GC's OH&P. See attached email string.

PCO7-2: Cost of moving cased opening at executive building interior entrance

JEDCO requested that the cased opening in front of the women's restroom in the executive building be moved so personnel would not be entering the building directly in front of the women's restroom. WWCCI never received a sketch of this change and had

to retro-fit the change after walls were framed to the original drawings. The total cost of this item is \$598.00 including GC's OH&P.

PCO7-3: Cost of moving cased opening in the incubator building curved wall

The total cost of this item is \$460.00 including GC's OH&P. Again, nothing was issued to WWCCI indicating this change. See attached from Brandel Change Order 4.

PCO7-4: Electrical cost for adding electrified panic devices at storefronts.

JEDCO approved the material cost of the electrified panic devices upon selecting the owner provided security system. JEDCO was aware that the electrical cost was not available at the time and agreed that the cost will be addressed in a following change order. The total cost of the electrical portion of this item is \$3,436.57 including GC's OH&P. See attached from Bradley Electrical Services.

PCO7-5: Changes to the data system

JEDCO and COMONE coordinated changes to the data system including relocations and additional data feeds. The additional cost of these changes is \$2,801.83 including GC's OH&P. Please see attached from COMONE.

The changes to the data system required changes to the electrical wiring for these items. The electrical cost totaled to \$547.68 for the Incubator building and \$230.31 for the Executive Building. This totals to \$777.99 with WWCCI's OH&P. See attached Change Order's 5&10 from Bradley Electrical Services.

The above totals to \$3,579.82 for PCO7-5.

PCO7-6: Erection of straight wall in Incubator conference room

The original location of the smartboard system in the incubator conference room would not have worked due to structural steel conflicts. Perez directed WWCCI to fur-out a straight wall in front of the curved block wall in order to place the smart board system at a better location. The cost to erect this 10' high wall is \$805.00 with GC's OH&P. See attached from Brandel Change Order 4.

PCO7-7: Extra concrete poured for Entrance Drive

WWCCI poured 30 yards of extra paving to facilitate the construction of the curved entry drive which JEDCO placed out to bid. The cost of the concrete from Carlo Ditta was \$95.00/yard. With WWCCI's OH&P this totals \$3,526.89. See attached invoice from Carlo Ditta. Labor for this item will be requested in a subsequent Change Order.

PCO7-8: Generator building stucco

JEDCO agreed to add stucco to the generator building for a cost of \$11,500.00 with WWCCI's OH&P. A directive was issued for WWCCI to proceed with the work for this cost.

PCO7-9: Additional Contactors

Perez requested that WWCCI provide a means of regulating the timing of the light poles for the parking area. WWCCI advised that this would require additional contactors be placed within the wiring sequence. Two (2) 30 Amp 6-pole 480 Volt N1 contactors with 120 Volt Control were added per building. The Six (6) contactors with additional materials and labor cost \$4,198.95 with WWCCI's 15% OH&P. See attached from Bradley Electrical Services.

PCO7-10: Additional labor for stairs adjacent to elevator

Changes to the above mentioned stairway had to be implemented to meet ADA requirements. This required 2 men from Silver Construction for 16 hours at \$35.00/hour. This totals to \$1,456.00 with WWCCI's OH&P. See attached from Silver Construction.

Summary:

The total cost of Change Order 7 is \$32,168.28 including GC's OH&P.

Regards,



Blane A. Wilson

Blane Wilson

From: Blane Wilson
Sent: Thursday, October 14, 2010 9:32 AM
To: 'Kris Lowry'
Subject: RE: Leeds Reporting

Yes it does. Sorry I meant to put that in there.

From: Kris Lowry [<mailto:klowry@e-perez.com>]
Sent: Thursday, October 14, 2010 9:29 AM
To: Blane Wilson
Subject: RE: Leeds Reporting

When you say \$16.74 and \$12.08, that includes all the sub's markups and installation as well as yours correct?

From: Blane Wilson [<mailto:bwilson@wwcci.com>]
Sent: Thursday, October 14, 2010 9:29 AM
To: Kris Lowry
Subject: RE: Leeds Reporting

Yes, the difference in cost is \$4.67/yd between the two. The Prince street is \$16.74 and the Shaw is \$12.08. There are 455 yds so the total increase is \$2607.05.

From: Kris Lowry [<mailto:klowry@e-perez.com>]
Sent: Thursday, October 14, 2010 9:21 AM
To: Blane Wilson
Subject: RE: Leeds Reporting

Great! Thanks.

Also, did you happen to get the final cost difference for the carpet?

Thanks,

KRIS LOWRY

PEREZ, A PROFESSIONAL CORPORATION
Architecture, Engineering and Construction

OFFICE: 504.588.2161 EXT: 5113
FAX: 504.588.5162
EMAIL: klowry@e-perez.com

www.e-perez.com

JWS electrical services quote to install raceways and pullstrings for security system. Wire pulling by others.

LABOR:

6 exterior contacts

12 Door Contacts

4 card readers

2 intercom

1 feed to server room

59 manhours @ \$38.50 per hour

Labor: 2271.50

Material: 327.04

Total: 2598.54

15% OH&P: 389.78

Net Total: \$2,988.32

Maintenance

6	octagon boxes	3.50 ea	-	21.0
6	4 sq boxes	2.25 ea	-	13.5
300'	1/2 EMT	16.20 c	=	48.6
30	1/2 EMT comp Cpl	.48 ea	-	14.4
20	1/2 EMT comp ConN	.40 ea	-	8.0
60'	3/4 EMT	32.30 c	-	19.38
10	3/4 EMT comp Cpl	.67 ea	-	6.70
4	3/4 EMT comp Con	.55 ea	-	2.20
30	1/2 EMT straps	.17 ea	-	5.10
15	3/4 EMT straps	.21 ea	-	3.15
20'	2" EMT	131.50 c	-	26.30
1	2" EMT 90°	6.71 ea	-	6.71
3	2" comp Cpl EMT	3.59 ea	-	10.77
2	2" comp Con EMT	3.51 ea	-	7.02
6	2" straps	1.21 ea	-	7.26
	MISC - saw blades + Finstans		=	100.00
	Subtotal		-	305.01
	TAX			27.00
				<u>327.01</u>



110 Veterans Mem Blvd Ste 180A Metairie, La 70005
(504) 834-0909 office (504) 837-1777 fax

Wiring Addendum For JedCo

Objective

Provide and Install / Move several jack locations in each building due to furniture layout or additional drops requested.

Scope of Work:

Executive Building

Add 3 Coax RG6 drops for TV.

Conference Room

Receptionist

Board Room

Add/Move jack in room 104 to opposite wall to accommodate furniture layout

Add Floor jack in Board Room

Add Four Cubicle Drops

Finance Building

Move all jacks in rooms 106,107,108 and 111 to Exterior wall due to furniture layout

Move jack in room 115 to wall with door

Incubator Building

Move both jacks in Conference room to accommodate for smart board and Polycom Unit relocation

Add jack on Reception area for TV

Add jack on wall behind Receptionist desk

Material Required:

Cat 6 Plenum Cable

2 Cat6 Patch Panels

3 Single plates

3 RG6 F Connector inserts

1 RG6 Splitter

14 Cat6 inserts

5 Dual plates

Pricing:

Includes all material and installation

Total Additions - \$ 2,436.37

For additional information, please contact Reggie Majarrez at Office: 504-834-0909 or Cell: 504-957-9575

Exceptions:

ComOne assumes all pathways are accessible at all times.

ComOne will proceed upon signed authorization of this purchase agreement and/or a purchase order.

ComOne assumes work performed outside the scope of work listed in the above will be recognized as a change order and is subject to prior approval by customer.

This offering does not include overtime work. All work performed will be done during normal business hours of Monday – Friday at the General Contractors normal daily work schedule.

This offering does not include additional cost burdens due to delays by others.

Sales tax is included.

Customer Signature _____

Date _____



BATON ROUGE OFFICE
 225.275.3888
 225.275.3886 FAX

CORPORATE OFFICE
 P O Box 161
 Norco, LA 70079
 985.764.1858
 985.764.9558 FAX

NEW ORLEANS OFFICE
 504.522.0463
 504.522.0464 FAX

Quoted to:
 Woodrow Wilson Construction Co.
 345 Highlandia Drive
 Baton Rouge, LA 70810

Change Order #6
 Incubator Building

12/17/10	1/17/11	JEDCO	1
Add Power-Data Radius Wall Relocated Desk / Flat Screen TV			

Bradley Electrical Services is pleased to submit a lump sum price to perform the electrical changes associated with the above referenced project. A price breakdown is as follows:

Material Description	Material Quantity	Material Cost	Labor Hours		
Material		\$166.08			
			Total Hours	6.00	
			Labor Cost Per Hour	42.00	
		Total Material Cost	\$166.08	Total Labor Cost	\$252.00
		5% Over Head	\$20.90		
		Total With Over Head	\$438.98		
		10% Mark Up	\$43.90		
		Subtotal	\$482.88		
		Change Order #1 Grand Total	\$482.88		

If you have any questions or concerns, please give me a call at 225-413-1267

Sincerely,
 Shawn C. Bradley

WE THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR ELECTRICAL NEEDS



BATON ROUGE OFFICE
225.275.3888
225.275.3886 FAX

CORPORATE OFFICE
P O Box 161
Norco, LA 70079
985.764.1858
985.764.9568 FAX

NEW ORLEANS OFFICE
504.522.0463
504.522.0464 FAX

Quoted to:
Woodrow Wilson Construction Co.
345 Highlandia Drive
Baton Rouge, LA 70810

Change Order #9
Executive Building

12/17/10 1/17/11 JEDCO 1
Add Phone, Data, Cable in Large Conference Room
Add Cable, Data, Small conference Room

Bradley Electrical Services is pleased to submit a lump sum price to perform the electrical changes associated with the above referenced project. A price breakdown is as follows:

Material Description	Material Quantity	Material Cost	Labor Hours	
Material		\$91.81		
			Total Hours	2.00
			Labor Cost Per Hour	42.00
			Total Labor Cost	\$84.00
		Total Material Cost	\$91.81	
		5% Over Head	\$8.79	
		Total With Over Head	\$184.60	
		10% Mark Up -	\$18.46	
		Subtotal	\$203.06	
		Change Order #1 Grand Total	\$203.06	

If you have any questions or concerns, please give me a call at 225-413-1267

Sincerely,
Shawn C. Bradley

WE THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR ELECTRICAL NEEDS



1445 Mac Arthur Ave.
Harvey, LA 70058
Office: (504) 347-0272
Fax: (504) 347-3787
www.carlodittainc.com

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
400260	12/17/2010	20070	1

PAID
DEC 9 2010

WOODROW WILSON CONST.
345 HIGHLANDIA DR.
BATON ROUGE, LA 70810

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OR 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS		UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT			
	18942 CHURCH HILL PKWY WESTWEGO P.O.#64050				
	PO NUMBER: JEDCO				
12/17/10	30.00	CY 4000 # R/M CONCRETE	95.000	249.39	2850.00
		TICKET DATE TOTALS:		249.39	2850.00
	TICKETS: 001-126380 001-126381 001-126382				
	JOB TOTALS		2850.00	249.39	3099.39

VENDOR# 045 Inv. Code: 11-21
 DESC. Jedco
 Job # 6430 P/CIT: 90-501 12
 CIL # _____ Posted by: JH
 Approved: _____ Batch # 101019

.04% LA. 114.01
.0475% JEFF. 135.38

AMOUNT DUE ▶ 3099.39



BATON ROUGE OFFICE
225.275.3888
225.275.3886 FAX

CORPORATE OFFICE
P O Box 161
Norco, LA 70079
985.764.1858
985.764.9558 FAX

NEW ORLEANS OFFICE
504.522.0463
504.522.0464 FAX

Quoted to:
Woodrow Wilson Construction Co.
345 Highlandia Drive
Baton Rouge, LA 70810

Change Order #3
Installation of (2) 30amp 6-Pole
480 volt N1 120Volt Control
Per Building

12/17/10 11/17/11 JEDCO
Add (2) Contactors Per building

Bradley Electrical Services is pleased to submit a lump sum price to perform the electrical changes associated with the above referenced project. A price breakdown is as follows:

Material Description	Material Quantity	Material Cost	Labor Hours	
Contactors	2	\$2,475.00		
Material	0	\$226.30		
			Total Hours	12.00
			Labor Cost Per Hour	42.00
			Total Labor Cost	\$504.00
		Total Material Cost	\$2,701.30	
		5% Over Head	\$168.27	
		Total With Over Head	\$3,365.57	
		10% Mark Up	\$336.56	
		Subtotal	\$3,702.12	
		Change Order #1 Grand Total	\$3,702.12	

If you have any questions or concerns, please give me a call at 225-413-1267

Sincerely,
Shawn C. Bradley

WE THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR ELECTRICAL NEEDS



January 18, 2011

Woodrow Wilson Construction Co., Inc.
RE: Jedco Project Change Orders
Attn: Blane

Blane,

The following is additional work for the back stairs

Labor for 2 days -2 men @ \$35.00 per hour for 8 hours	\$1120.00
Overhead/ Profit 15%	168.00
Total for above	\$1288.00

The follow is the additional cost for the labor to install additional paving, sidewalk, and curb at radius drive.

Additional 1620 sq. ft. of paving and sidewalk @ 2.25 sq. ft. totaling \$3,645.00	
Additional 120 ln. ftl of curb @ \$10.00 per ft.	totaling \$1,200.00

Total for this phase	\$4,845.00
----------------------	------------

Please confirm with us asap in order to accomplish this work. Let me know if you need any other info.

Thank you

Albert silver
Silver Construction Co. LLC

FORWARD JEFFERSON CORPORATION (FORJ)

RESOLUTION

On motion of _____, seconded by _____ the following was offered:

RESOLUTION BY FORJ authorizing Change Order #7 to the contract between Forward Jefferson Corporation (FORJ) with Woodrow Wilson Construction Company Inc. dated November 19, 2009, under Bid No. 10002, approving an increase to the cap of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) for the construction of the JEDCO offices and incubator building in the Churchill Technology & Business Park.

WHEREAS, Change Order No. 1, approved by FORJ and JEDCO on March 18, 2010 added 24 days to the contract (for a new contract ending date of October 24, 2010) of which 15 of those days were due to excessive rain in December 2009 and in February 2010 and 9 of those days were due to changes to the subsurface drainage infrastructure requested by the owner not in the original specifications but required to meet the Jefferson Parish code and increased the cap of the contract by fifty-nine thousand eight hundred twenty-three dollars and thirty-eight cents (\$59,823.38) for a new contract cap of four million nine hundred fifteen thousand eight hundred twenty-three dollars and thirty-eight cents (\$4,915,823.38); and

WHEREAS, Change Order No. 2 approved by FORJ and JEDCO on June 24, 2010 for changes requested by the Owner (FORJ) increased the cap of the contract by twenty-two hundred sixty-five dollars and fifty cents (\$2265.50) for a new contract cap of four million nine hundred eighteen thousand eighty-eight dollars and eighty-eight cents (\$4,918,088.88); and

WHEREAS, Change Order No. 3 approved by FORJ and JEDCO on June 24, 2010 increased the cap of the contract by forty-eight thousand seven hundred ninety-seven dollars and three cents (\$48,797.03) for a new cap of four million nine hundred sixty-six thousand eight hundred eighty-five dollars and ninety-one cents (\$4,966,885.91); and

WHEREAS, Change Order #4 approved by FORJ and JEDCO on July 29, 2010 increased the cost of the contract by one thousand forty-six dollars (\$1,046.00) for a new cap of four million nine hundred sixty-seven thousand nine hundred thirty-one dollars and ninety-one cents (\$4,967,931.91) and add fifteen (15) days to the contract for a new contract ending date of November 8, 2010; and

WHEREAS, Change Order #5 approved by FORJ and JEDCO on September 30, 2010 increased the cost of the contract by two thousand five hundred ninety-one dollars and fifty-three cents (\$2,591.53) for a new cap of four million nine hundred seventy thousand five hundred twenty-three dollars and forty-four cents (\$4,970,523.44); and

WHEREAS, Change Order #6 approved by FORJ and JEDCO on October 28, 2010 increased the cost of the contract by thirteen thousand four hundred ninety-one

dollars and no cents (\$13,491.00) for a new cap of four million nine hundred eighty-four thousand fourteen dollars and forty-four cents (\$4,984,014.44) and added eleven (11) days to the contract for a new contract ending date of November 19, 2010;

WHEREAS, proposed Change Order #7 will increase the cost of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) resulting from the following:

1. Carpet upgrade (ADD) \$2,607.05
2. Relocate cased opening in Executive Building (ADD) \$598.00
3. Relocate cased opening in Incubator Building (ADD) \$460.00
4. Electrical cost for adding electrified panic devices at storefronts (ADD) \$3,436.57
5. Changes to the data system (ADD) \$3,579.82
6. Erection of straight wall in Incubator Conference Room (ADD) \$805.00
7. Extra Concrete Pour for Entrance Drive (ADD) \$3,526.89
8. Generator Stucco (ADD) \$11,500.00
9. Additional Contactors for regulating timing of lighting poles in Parking Lot \$4,198.95
10. Additional Labor for Stairs adjacent to Elevator (ADD) \$1,456.00

NOW THEREFORE, BE IT RESOLVED, BY FORJ:

SECTION 1: That, subject to approval of a companion resolution by JEDCO, the FORJ Board does hereby authorize and approve Change Order #7 to the contract with Woodrow Wilson Construction Company Inc. dated November 19, 2009, under Bid No. 10002, which will increase the cap of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) for the construction of the JEDCO offices and incubator building in the Churchill Technology & Business Park.

SECTION 2: That the FORJ Chairman is 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 on January 27, 2011, the vote hereon was as follows:

YEAS

NAYS

ABSENT

Attested to by:

James Garvey,
Secretary

JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION (JEDCO)

RESOLUTION

On motion of _____, seconded by _____ the following was offered:

RESOLUTION BY JEDCO authorizing Change Order #7 to the contract between Forward Jefferson Corporation (FORJ) with Woodrow Wilson Construction Company Inc. dated November 19, 2009, under Bid No. 10002, approving an increase to the cap of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) for the construction of the JEDCO offices and incubator building in the Churchill Technology & Business Park.

WHEREAS, Change Order No. 1, approved by FORJ and JEDCO on March 18, 2010 added 24 days to the contract (for a new contract ending date of October 24, 2010) of which 15 of those days were due to excessive rain in December 2009 and in February 2010 and 9 of those days were due to changes to the subsurface drainage infrastructure requested by the owner not in the original specifications but required to meet the Jefferson Parish code and increased the cap of the contract by fifty-nine thousand eight hundred twenty-three dollars and thirty-eight cents (\$59,823.38) for a new contract cap of four million nine hundred fifteen thousand eight hundred twenty-three dollars and thirty-eight cents (\$4,915,823.38); and

WHEREAS, Change Order No. 2 approved by FORJ and JEDCO on June 24, 2010 for changes requested by the Owner (FORJ) increased the cap of the contract by twenty-two hundred sixty-five dollars and fifty cents (\$2265.50) for a new contract cap of four million nine hundred eighteen thousand eighty-eight dollars and eighty-eight cents (\$4,918,088.88); and

WHEREAS, Change Order No. 3 approved by FORJ and JEDCO on June 24, 2010 increased the cap of the contract by forty-eight thousand seven hundred ninety-seven dollars and three cents (\$48,797.03) for a new cap of four million nine hundred sixty-six thousand eight hundred eighty-five dollars and ninety-one cents (\$4,966,885.91); and

WHEREAS, Change Order #4 approved by FORJ and JEDCO on July 29, 2010 increased the cost of the contract by one thousand forty-six dollars (\$1,046.00) for a new cap of four million nine hundred sixty-seven thousand nine hundred thirty-one dollars and ninety-one cents (\$4,967,931.91) and added fifteen (15) days to the contract for a new contract ending date of November 8, 2010; and

WHEREAS, Change Order #5 approved by FORJ and JEDCO on September 30, 2010 increased the cost of the contract by two thousand five hundred ninety-one dollars and fifty-three cents (\$2,591.53) for a new cap of four million nine hundred seventy thousand five hundred twenty-three dollars and forty-four cents (\$4,970,523.44); and

WHEREAS, Change Order #6 approved by FORJ and JEDCO on October 28, 2010 increased the cost of the contract by thirteen thousand four hundred ninety-one dollars and no cents (\$13,491.00) for a new cap of four million nine hundred eighty-four thousand fourteen dollars and forty-four cents (\$4,984,014.44) and added eleven (11) days to the contract for a new contract ending date of November 19, 2010;

WHEREAS, proposed Change Order #7 will increase the cost of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) resulting from the following:

1. Carpet upgrade (ADD) \$2,607.05
2. Relocate cased opening in Executive Building (ADD) \$598.00
3. Relocate cased opening in Incubator Building (ADD) \$460.00
4. Electrical cost for adding electrified panic devices at storefronts (ADD) \$3,436.57
5. Changes to the data system (ADD) \$3,579.82
6. Erection of straight wall in Incubator Conference Room (ADD) \$805.00
7. Extra Concrete Pour for Entrance Drive (ADD) \$3,526.89
8. Generator Stucco (ADD) \$11,500.00
9. Additional Contactors for regulating timing of lighting poles in Parking Lot \$4,198.95
10. Additional Labor for Stairs adjacent to Elevator (ADD) \$1,456.00

NOW THEREFORE, BE IT RESOLVED, BY JEDCO:

SECTION 1: That, subject to approval of a companion resolution by FORJ, the JEDCO Board does hereby authorize and approve Change Order #7 to the contract with Woodrow Wilson Construction Company Inc. dated November 19, 2009, under Bid No. 10002, which will increase the cap of the contract by thirty-two thousand one hundred sixty-eight dollars and twenty-eight cents (\$32,168.28) for a new cap of five million sixteen thousand one hundred eighty-two dollars and seventy-two cents (\$5,016,182.72) for the construction of the JEDCO offices and incubator building in the Churchill Technology & Business Park.

SECTION 2: That the JEDCO Chairman or its Executive Director is 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 on January 27, 2011, the vote hereon was as follows:

YEAS	NAYS	ABSENT
------	------	--------

Attested to by:

Jonathan Lin,
Secretary

SECTION 2: That the JEDCO Chairman or its Executive Director is 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 on January 27, 2011, the vote hereon was as follows:

YEAS	NAYS	ABSENT
------	------	--------

Attested to by:

Stan Salathe,
Treasurer

JEDCO

Jefferson Parish Economic Development Commission

MEMORANDUM

DATE: January 20, 2011

TO: JEDCO Board of Commissioners & FORJ Board of Directors

FROM: Lucien Gunter, Executive Director
Dottie Stephenson, Deputy Director
Via

SUBJECT: Contract between FORJ and Kass Brothers, Inc.

Background

In October FORJ advertised for bids for the construction of the curved driveway and additional landscaping in front of JEDCO's new office building. These items were part of Alternate #3 to the original bid for the construction of the building but were not funded as part of the contract between FORJ and WWCC. Bids for this new work were opened on November 30, 2010. Kass Brothers, Inc's bid of \$135,260.00 was the lowest.

Perez Architects recommended to JEDCO that Kass Brothers, as the lowest responsible bidder, be awarded the contract for the curved driveway and additional landscaping. The Boards of JEDCO and FORJ accepted the recommendation of Perez at their meetings held on December 16, 2010.

Discussion

Perez has prepared the contract between FORJ and Kass Brothers with a contract cap of \$135,260.00. There are sufficient unallocated funds in the Community Development Block Grant (CDBG) portion of the budget to cover the contract. This project has been deemed an eligible use of the CDBG funds.

Recommendation

We are requesting that the Boards of FORJ and JEDCO approve the attached companion resolutions to authorize the FORJ Chairman to execute the Kass Brothers contract. Thank you for considering our request.

Attachments

FORWARD JEFFERSON CORPORATION

RESOLUTION

On motion of _____, seconded by _____ the following was offered:

RESOLUTION BY FORWARD JEFFERSON CORPORATION (FORJ) an affiliate corporation of the Jefferson Parish Economic Development and Port District (JEDCO), authorizing a contract with Kass Brothers Inc. to construct a curved driveway and landscape additions at the new JEDCO office building in the Churchill Technology & Business Park with a total contract cap not to exceed \$135,260.00

WHEREAS, FORJ entered into a contract with Woodrow Wilson Construction on November 19, 2009 to construct a new building for JEDCO in the Churchill Technology & Business Park which will contribute to the fulfillment of JEDCO's mission by housing its Administration, Financing, Business Outreach and Technology Incubator; and

WHEREAS, FORJ and JEDCO desire that additional work, not included in the contract between WWCCI and FORJ, specifically a curved driveway and landscape additions facing Churchill Parkway be constructed; and

WHEREAS, there are sufficient funds remaining and unallocated in the Community Development Block Grant (CDBG) of \$2 million to cover the cost of this additional work and, if not allocated to this additional work for which construction drawings and plans have been completed, may be left unspent in the grant; and

WHEREAS, on September 30, 2010 the Board of Directors of FORJ and the Board of Commissioners of JEDCO adopted companion resolutions which authorized the advertisement, receipt and opening of sealed bids by FORJ, the corporation which is financing the construction and which will hold title to the building which will be leased by JEDCO; and

WHEREAS, after receipt and opening of bids on November 30, 2010 Perez Architects recommended Kass Brothers, Inc. as the lowest responsible bidder under Forward Jefferson Corporation Bid Proposal No. 1003 and said recommendation was accepted by both the Boards of FORJ and JEDCO at meetings on December 16, 2010; and

WHEREAS, FORJ desires to secure the services of Kass Brothers, Inc to build the curved driveway and landscape additions at the new JEDCO office building in

the Churchill Technology & Business Park for a total cost not to exceed \$135,260.

NOW THEREFORE, BE IT RESOLVED, BY FORJ:

SECTION 1: That, subject to approval of a companion resolution by JEDCO, FORJ is duly authorized to enter into a contract (ATTACHMENT NO 1.) between FORJ and Kass Brothers, Inc. to construct a curved driveway and additional landscaping at the new JEDCO office building in the Churchill Technology & Business Park, in accordance with Kass Brothers, Inc's written bid proposal with a total contract cap not to exceed \$135,260.00

SECTION 2: That FORJ Chairman is 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 on January 27, 2011 the vote hereon was as follows:

YEAS

NAYS

ABSENT

Attested to by:

James Garvey,
Secretary.

JEDCO

RESOLUTION

On motion of _____, seconded by _____ the following was offered:

RESOLUTION BY the Jefferson Parish Economic Development and Port District (JEDCO), authorizing a contract between Forward Jefferson Corporation (FORJ) and Kass Brothers Inc. to construct a curved driveway and landscape additions at the new JEDCO office building in the Churchill Technology & Business Park with a total contract cap not to exceed \$135,260.00

WHEREAS, FORJ entered into a contract with Woodrow Wilson Construction on November 19, 2009 to construct a new building for JEDCO in the Churchill Technology & Business Park which will contribute to the fulfillment of JEDCO's mission by housing its Administration, Financing, Business Outreach and Technology Incubator; and

WHEREAS, FORJ and JEDCO desire that additional work, not included in the contract between WWCCI and FORJ, specifically a curved driveway and landscape additions facing Churchill Parkway be constructed; and

WHEREAS, there are sufficient funds remaining and unallocated in the Community Development Block Grant (CDBG) of \$2 million to cover the cost of this additional work and, if not allocated to this additional work for which construction drawings and plans have been completed, may be left unspent in the grant; and

WHEREAS, on September 30, 2010 the Board of Directors of FORJ and the Board of Commissioners of JEDCO adopted companion resolutions which authorized the advertisement, receipt and opening of sealed bids by FORJ, the corporation which is financing the construction and which will hold title to the building which will be leased by JEDCO; and

WHEREAS, after receipt and opening of bids on November 30, 2010 Perez Architects recommended Kass Brothers, Inc. as the lowest responsible bidder under Forward Jefferson Corporation Bid Proposal No. 1003 and said recommendation was accepted by both the Boards of FORJ and JEDCO at meetings on December 16, 2010; and

WHEREAS, FORJ desires to secure the services of Kass Brothers, Inc to build the curved driveway and landscape additions at the new JEDCO office building in

the Churchill Technology & Business Park for a total cost not to exceed \$135,260.

NOW THEREFORE, BE IT RESOLVED, BYJEDCO:

SECTION 1: That, subject to approval of a companion resolution by FORJ, JEDCO hereby approves the contract (ATTACHMENT 1.) between FORJ and Kass Brothers, Inc. to construct a curved driveway and additional landscaping at the new JEDCO office building in the Churchill Technology & Business Park, in accordance with Kass Brothers, Inc's written bid proposal with a total contract cap not to exceed \$135,260.00

SECTION 2: That JEDCO's Executive Director is 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 on January 27, 2011, the vote hereon was as follows:

YEAS

NAYS

ABSENT

Attested to by:

Jonathan Lin,
Secretary

the Churchill Technology & Business Park for a total cost not to exceed \$135,260.

NOW THEREFORE, BE IT RESOLVED, BY JEDCO:

SECTION 1: That, subject to approval of a companion resolution by FORJ, JEDCO hereby approves the contract (ATTACHMENT 1.) between FORJ and Kass Brothers, Inc. to construct a curved driveway and additional landscaping at the new JEDCO office building in the Churchill Technology & Business Park, in accordance with Kass Brothers, Inc's written bid proposal with a total contract cap not to exceed \$135,260.00

SECTION 2: That JEDCO's Executive Director is 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 on January 27, 2011, the vote hereon was as follows:

YEAS

NAYS

ABSENT

Attested to by:

Stan Salathe,
Treasurer

CONTRACT DOCUMENTS

Prepared for:

JEFFERSON PARISH

FORWARD JEFFERSON CORPORATION (FORJ)

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT (JEDCO)

DRIVEWAY AND LANDSCAPE ADDITIONS TO THE NEW JEDCO FACILITIES

700 CHURCHILL PARKWAY

AVONDALE, LOUISIANA, 70092

PROPOSAL NO. # 10003

Prepared by:

Perez, APC

317 Burgundy Street, Suite 12

New Orleans, LA 70112

(504) 588-2161

January 2011

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2009 by and between Forward Jefferson Corporation (FORJ) – an ~~affiliate~~ corporation of:

Jefferson Parish Economic Development and Port District (JEDCO), referred to in these Contract Documents as "OWNER" acting on its own behalf, which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its Chairman Lynda Nugent Smith and her authorized agents, duly authorized to act by virtue of a resolution adopted by FORJ on January 27, 2011 and a companion resolution adopted by JEDCO on January 27, 2011 and Kass Bros, Inc., referred in these Contract Documents as "CONTRACTOR" (THE "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the Project No. N/A, Proposal No. 10003.

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefor, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, by virtue of a resolution adopted by FORJ on January 27, 2011 and a companion resolution adopted by JEDCO on January 27, 2011 does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under Project No. N/A, Proposal No. 10003, in accordance with the CONTRACTOR'S written bid proposal dated November 30, 2010, a copy which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by Perez, APC, who is hereinafter called ENGINEER and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with three copies), postage prepaid to the ENGINEER at the address in the Invitation to Bid, with one additional copy addressed and mailed to:

Dottie Stephenson
Deputy Director
3445 Causeway Blvd.
Suite 300
Metairie, LA 70002

B. In addition, one copy of all correspondence directed to the ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify ENGINEER and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of One Hundred Thirty-Five Thousand Two Hundred Sixty Dollars and No Cents Dollars (\$ 135,260.00) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

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 or the Supplementary Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03.B of the General Conditions.

ARTICLE V.

The Work will be substantially completed within 90 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"), and completed and ready for final acceptance in accordance with Paragraph 14.07.B. of the General Conditions within 90 consecutive calendar days after the date when the Contract Times commence to run.

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of Zero (\$ 0 .) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER. CONTRACTOR shall owe OWNER liquidated damages in the amount of Zero (\$ 0 .) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

In addition to and not in lieu of the liquidated damages provided above, OWNER shall also be entitled to recover from CONTRACTOR or CONTRACTOR's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to ARTICLE VI above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:

- (1) Extended architectural and/or engineering fees \$ 0.00 ;
- (2) Extended Resident Project Representative fees \$ 0.00 ;
- (3) Extended construction management fees \$ 0.00 ;
- (4) Extended OWNER'S overhead and personnel expenses \$ 0.00 ; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

CONTRACTOR agrees and consents that the additional liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VIII.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, as provided below. All such payments will be measured by the schedule of values established pursuant to Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Paragraph 14.07.C.3. of the General Conditions and any relevant Supplementary Conditions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents, which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement (pages 1 to 8, inclusive).
2. Exhibits to this Agreement (pages 85 to 88, inclusive).
3. Performance, Payment, and other Bonds, consisting of _____ pages. Documents to be provided at signing.
4. Notice to Proceed.
5. General Conditions (pages 1 to 76, inclusive).
6. Supplementary Conditions (pages 77 to 84, inclusive).
7. Specifications bearing the title Driveway and Landscape Additions and consisting of divisions Front End, 1-26 and 357 pages.
8. Drawings consisting of a cover sheet and sheets numbered T000, T001, C101, C102, C103, L101, L102, A101, A102 and E100.
_____, inclusive with each sheet bearing the following general title:
Driveway and Landscape Additions to the New Jedco Facilities.
9. Addenda numbers 1 to 2, inclusive
10. CONTRACTOR's Bid (pages 1 to 9, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award: (pages to inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

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

1. CONTRACTOR has visited the Site, has familiarized himself 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 the Addenda listed in Article IX) 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 Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02 of the General Conditions. 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 ENGINEER 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, test, 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 ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER 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.

ARTICLE XI.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), nor without the consent of the surety unless the surety has waived its right to notice of assignment and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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 said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

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 part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

Kass Bros., Inc.
PO Box 487
Westwego, LA 70096-0487

(CONTRACTOR)

By _____

Title _____

Witness

Date _____
Address for giving notices _____

Witness

License No. _____

FORWARD JEFFERSON CORPORATION (FORJ) –AN AFFILIATE CORPORATION OF:
JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT (JEDCO)
3445 CAUSEWAY BOULEVARD
SUITE 300
METAIRIE, LA 70002

(OWNER)

By _____

Lynda Nugent Smith, Chairman
FORWARD JEFFERSON CORPORATION (FORJ)

Witness

Witness

EXHIBIT A

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR. However, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct, or have control over CONTRACTOR's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR, for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's performing and furnishing the work, or responsibility of construction for CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

8. *Records:*

- a. Maintain at the job Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Observe whether CONTRACTOR has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Conduct a final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations on Authority of RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

PERFORMANCE BOND

PAYMENT BOND

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	XSAL-074023	07/01/2010 07/01/2013	Bodily Injury & Property Damage Combined \$ 1,000
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	EXCESS LIABILITY Excess Form	GXS 042550	07/01/2010 07/01/2011	Each Occurrence \$ 4,000 Aggregate \$ 4,000

JOB OR PROJECT DESCRIPTION
 For Bid Purposes Only: Bid No. 10003-Driveway and Landscape Additions to New JEDCO Office Facilities, 700 Churchill Parkway, Avondale, LA

SPECIAL CONDITIONS

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.


THE GRAY INSURANCE COMPANY
 3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: November 24, 2010

NOTICE TO PROCEED

TO: Kass Bros., Inc.
PO Box 487
Westwego, LA 70096-0487

DATE: February 1, 2011

ATTENTION: John Solomon

Project: Driveway and Landscape Renovations to New Jedco Facilities
Perez Project No: 4479.001

You are hereby notified to commence work on the above referenced project on February 01, 2011, in accordance with the executed agreement dated January 27, 2011. The Start date for construction shall be February 01, 2011 and the Substantial Completion Date as agreed to, shall be May 02, 2011. 2010. Any extension in time will be by written authorization only, from Forward Jefferson Corporation's Chairman.

The contract provides for assessment of liquidated damages in the amount of Zero dollars, \$ 0 per day for each consecutive calendar day after the total above established Final Acceptance date that the total work is not complete.

Please provide three (3) originals with signatures upon acceptance and return to the Jefferson Parish Economic Development and Port District (JEDCO), 3445 Causeway Boulevard, Suite 300, Metairie, LA 70002, to the Attention of Dottie Stephenson, Deputy Director.

FORWARD JEFFERSON CORPORATION

BY _____

Acknowledgement of Acceptance

BY _____, Date _____

I, John Solomon, have amended this Notice to Proceed in areas marked by initial.

CC: Mel Lamp, Perez, APC

John Solomon

This done and signed before me this 1st day of February, 2011.

RESOLUTION NO. 105530
GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND AGREEMENT
FOR BELOW GROUND PROJECTS OR ABOVE GROUND PUBLIC WORKS
PROJECTS AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR HIS
DESIGNEE

I. INSTRUCTIONS TO BIDDERS

SECTION 1. BID FORM

A. General

- (1) Sealed bids will be received at the office of Forward Jefferson Corporation (FORJ) and the Jefferson Parish Economic Development and Port District (JEDCO), 3445 N. Causeway Blvd., Suite 300, Metairie, Louisiana 70002, until the date and hour specified on Page 1 of the bid proposal, at which time they will be publicly opened. LATE BIDS WILL NOT BE ACCEPTED.
- (2) 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.
- (3) Jefferson Parish reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of Jefferson Parish, pursuant to the law.
- (4) ONLY BIDS WRITTEN IN INK OR TYPE WRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DISQUALIFY BID. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA – R.S. 9:2602(8) MAY BE ACCEPTABLE.
- (5) For submission of bids, the only form used shall be the bid form provided by the Parish. Necessary copies of this form will be furnished for Bidding.
 - (a) All papers bound with or attached to the Bid Form are considered a part thereof and must not be detached or altered when the bid is submitted.
 - (b) The plans, specifications, and other documents designated in the bid form will be considered a part of the bid whether attached or not.
 - (c) Bid forms not submitted electronically must be made out in ink or typed. Illegibility or ambiguity therein may constitute justification for rejection of the bid.
 - (d) Resolution No. 105530 will be considered a part of the bid whether attached or not. A copy may be obtained from the Office of the Council Clerk, 200 Derbigny Street, Suite 6700, General Government Building, Gretna, Louisiana 70053.
- (6) The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications.
- (7) USE OF BRAND NAMES AND STOCK NUMBERS. Where brand names, make, manufacturer or 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, style, type and character provided brand names and stock numbers are specified. Complete product data may be required prior to award.

(8) The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public works projects, equal to or over the contract limit as defined in LSA-R.S. 38:2212A(1)(d), shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LSA-R.S. 38:2212A(1)(e).

(a) Plans and specifications shall be available to bidders on the day of the first advertisement and shall be available until twenty-four (24) hours before the bid opening date, LSA-R.S. 38:2212 A(3)(c). Bid proposal documents will not be issued within the twenty-four- hour period prior to bid opening.

(b) Addenda may be issued, as authorized by LSA-R.S. 38:2212C, by any of the following means:

(1) Certified mail, return receipt requested, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(2) First-class mail with a United States Postal Service Certificate of Mailing, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(3) Express mail sent to the address given by the bidder upon obtaining the bidding documents. Delivery of the addenda by express mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it is addressed;

(4) Facsimile or telecopier transmission sent to the telecopier number given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is transmitted; or

(5) Electronic transmission sent to the e-mail address given by the bidder upon obtaining the bidding documents. Transmission of the addenda by e-mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it was sent.

(6) Hand delivery to the address given by the bidder upon obtaining the bidding documents or if the bidder prefers to receive delivery at the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building.

(9) Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws.

(10) 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, if the

bid is in the amount of \$50,000 or more, the state license number of the Bidder, unless otherwise excepted by law.

(11) Further, the Parish of Jefferson reserves the right to cancel this contract at anytime and for any reason by issuing a thirty (30) day written notice to contractor.

B. Price

(1) The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

(2) The price quoted in Proposals to supply labor and materials to Jefferson Parish shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the Contract Documents, and shall include all licenses and permit fees and all applicable Federal, State, County or Parish, Municipal, or other taxes due by the contractor. If the Contractor is to act as the Parish's Purchasing Agent for tax exempt purposes, the Parish shall specifically state so within this bid specification.

(3) The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

(4) SALES TAXES. Jefferson Parish is exempt from paying sales taxes 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. All quotations shall be based on F.O.B. Agency warehouse, or job site, anywhere within Jefferson Parish, as designated by the Purchasing Department.

(5) DISCOUNTS. Unless otherwise specified, our regular terms are 2%, 10 days from date of delivery. Time shall be counted from date of delivery at destination, or from date correct invoice is received from contractor, if later date is later than date of delivery.

C. Signing

(1) The Proposal shall be properly signed with ink by the Bidder unless submitted electronically. If the Bidder is an individual, his name and his post office address should be shown; if a firm or partnership, the name and post office address of each member of the firm or partnership should be shown; if a joint venture, the name and post office address of each member or officer of the firm represented by the joint venture should be shown; if a corporation, the name of the corporation and business address of its corporate officials should be shown; and if a limited liability company, the name and business address of each managing member should be shown.

(2) Evidence of agency, corporate, limited liability or partnership authority is required for submission of bid. Such fact shall be contained in the bid documents and proof shall be provided with the bid in accordance with the provisions of LSA-R.S. 38:2212 O. FAILURE TO DO SO SHALL RESULT IN BID BEING REJECTED.

D. Insurance

Proof of insurance required under this resolution, for this particular project, should be supplied with bid. However, certificate of insurance shall be supplied within twelve (12) calendar days after receipt of notice of award of the Contract by the Owner.

E. Bid Guarantee

(1) When required, a Bid Guarantee in the proper amount and in the proper form must accompany the proposal. No bid will be considered unless it is so guaranteed. Cashier's check, certified check or money order must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check, certified check or money order.

(2) The amount of the bid guarantee shall be not less than five (5%) percent of the amount of the bid and at the option of the bidder may be a cashier's check, certified check, money order or a satisfactory bid bond attached to the bid form, unless, a project, funded in whole or in part by State and/or Federal Funds, is governed by State and/or Federal Regulations or Laws which require a bid guarantee in a different amount, in which event the State and/or Federal Regulations or Laws shall take precedence.

(3) Bid Guarantees of the three lowest bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the bids submitted. Bid Guarantees of all other bidders will be returned within ten (10) days after the canvass of bids.

(4) Bids shall remain binding for at least forty-five (45) days after the date set for Bid Opening. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the Execution of Contract. Jefferson Parish and the lowest responsible bidder, by mutually written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

(5) The successful bidder upon his failure or refusal to execute Contract with Owner and deliver bonds within a period of twelve (12) calendar days after original date of Owner's Letter of Award, as defined in the General Specifications, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

(6) To the extent permitted by law, the Bond requirements as set forth herein are waived insofar as Community Development housing rehabilitation construction contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's office will omit the requirements in connection with Community Development housing rehabilitation construction contracts for single family, owner-occupied dwellings.

(7) Maintenance, Repair and Supply Contracts Only - In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, Jefferson Parish may purchase on an emergency basis from the next lowest bidder, or available source, until such time the successful bidder has notified Jefferson Parish in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and prices will be provided. **Contractor by bidding this proposal acknowledges and agrees to these provisions.**

F. Licensing Requirements (Ordinance No. 13574 as Amended)

(1) No person shall undertake, attempt, or submit a bid or offer to construct, supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, material or equipment and installing same for any building, highway, road, railroad, sewer, grading, excavation, pipeline or public utility structure, project, development, improvement or any other undertaking within the jurisdiction of this parish where the cost of same is fifty thousand dollars (\$50,000.00) or more unless such person shall first have acquired a valid

contractor's license from the state when required by R.S. 37:2150-37:2163.

(2) These provisions shall not apply to a residence to be occupied by not more than four families, provided however, that the definition shall include a four-family residence when the cost of construction exceeds \$75,000.00; provided, further, that the definition shall not include architects duly licensed by the State Board of Architects and Examiners or engineers duly licensed by the State Board of Registration for Professional Engineers and Land Surveyors whose only financial interest in the project shall be the professional fee for preparing plans and specifications, supervision, and normal and ordinary engineering services (that is, usual architectural and/or engineering services), and that they shall not be liable for any other fees, licenses, or assessments than those provided by the laws of the State of Louisiana, or an architect or engineer who receives an additional fee for employment and direction of labor, purchase of materials, and sub-letting parts of the undertaking.

(3) There are excepted from the provisions of this article any person acting as a contractor, submitting bids or proposals to construct highways, highway bridges, overpasses or any other project incidental to the construction of highways or any other project, building, structure or public work when such projects are federal aid projects, are financed with federal funds and the provisions of this article shall not apply to any public utility subject to regulation by the state public service commission, nor to any work performed by or for such public utility in furnishing its authorized service; provided, however, that any successful bidder on any such project, or projects, shall comply with provisions of R.S. 37:2150-2163.

(4) No building permit shall be issued to any owner or contractor for work within the parish on any project which requires a licensed contractor for all or any part of such work, within the definition and requirements of this article and the provisions of R.S. 37:2150-2163 unless and until the permit applicant furnishes to the permit official of the parish, the license number of all such contractors required to be licensed hereunder.

SECTION 2. WITHDRAWAL OR REVISION OF BIDS

A. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the Bidder or his duly authorized representative, is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the Bidder unopened.

B. Written communications, over the signature of the Bidder, to modify bids will be accepted and the bids corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic, telegraphic modifications will not be considered.

C. No bid can be modified or corrected after the hour set for opening such bids.

D. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material

used in the preparation of the bid sought to be withdrawn. If the Parish of Jefferson determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S. 38:2214D).

SECTION 3. INTERPRETATION OF CONTRACT DOCUMENTS

A. No oral interpretation will be made to any Bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications and shall be issued as set forth above in Section 1A(8)(b). All such addenda shall become a part of the Contract Documents. Failure of any Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under his Bid as submitted without modification.

B. The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

SECTION 4. REJECTION OF BIDS

A. The Owner reserves the right to reject any or all Bids, to waive informalities, and to make award as it may elect, pursuant to the law. Incomplete, informal, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned, directly or indirectly, with more than one Bid will cause rejections of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the work stipulated in his Proposal. If satisfactory evidence of competence to perform work is not furnished, the bid shall be rejected.

B. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances;

- (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
- (2) If **affidavits** included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
- (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
- (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.

(5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.

(6) If the proposed bid guaranty does not meet the requirements of Section 1E Bid Guaranty.

(7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.

(8) The bid is not properly signed or the authority of the signed person submitting the bid is deemed insufficient or unacceptable.

(9) Any other reasons for rejection set forth by State or Parish laws, ordinances or resolutions.

SECTION 5. FAMILIARITY WITH LAWS AND ORDINANCES

A. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

B. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

C. In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

SECTION 6. EXAMINATION OF SITE, DRAWINGS, ETC.

A. Prior to submitting a bid each Bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the Work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 105530, and contract forms.

B. Any pre-bid test and boring data in connection with subsurface conditions which have been completed by the Parish or its engineers and furnished to the bidder shall not be considered as fully representative of subsurface conditions existing throughout the area tested nor shall they in any way be binding upon the Parish, it being understood that said data is furnished the bidder for his convenience only and the bidder shall be solely responsible for conducting his own boring explorations he deems necessary in preparing his bid.

C. No claims shall be made against the Parish for additional compensation due to unforeseen subsurface conditions arising during progress of the work and which might be in variance with the Parish's pre-bid boring data.

SECTION 7. COMMUNIST COUNTRY PROHIBITIONS

In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to the China, North Korea and Vietnam and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

SECTION 8. AWARD OF CONTRACT

A. The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by telegram or letter mailed to the address shown on the Proposal that his bid has been accepted and that he has been awarded the Contract. No contract shall be executed with any Contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Owner.

B. 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 RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS, and the DELIVERY AND/OR COMPLETION DATE.

C. Preference will be given, to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251, to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana.

D. Within seventy-two (72) hours, identified low bidder shall submit a Schedule of Values which itemizes all costs in based bid and alternates.

SECTION 9. DISQUALIFICATION OF BIDDERS

1. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-914):

A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a parish contractor;

C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

D. Violation of contract provisions, as set forth below, of a character which is regarded by the Chief Buyer for Jefferson Parish to be serious as to justify disqualification:

(1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification;

E. Any other cause the Chief Buyer determines to be so serious and compelling as to affect responsibility as a parish contractor, including debarment by another governmental entity for any cause;

F. Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;

G. Failure to secure and/or maintain necessary licenses and/or permits;

H. Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or Failure to comply with or meet bid specifications and or failure to be a responsible bidder.

2. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are as follows:

A. Step 1 - Prior to making a recommendation to the Council regarding a bid acceptance, the Department head shall send a Notice of Disqualification to the disqualified low bidder. This letter shall contain the reasons for disqualification and shall be sent Certified Mail with Return Receipt Requested. At the same time, a copy of said letter shall be sent to the Bid Disqualification Review Committee Chairman and the Parish Attorney's Office. When the postal receipt is returned to the Department head, he/she then proceeds with step 2 below.

B. Step 2- Prepare the normal recommendation packet to the Council, with the following exceptions:

(1) The letter to the Council Chairman shall indicate the low bidder was disqualified,

(2) The letter to the Council Chairman shall include a copy of the Notice of Disqualification together with the postal receipt, indicating delivery to the low bidder, and

(3) Attach a resolution accepting the lowest responsible bidder. The acceptance, however, shall be contingent upon the disqualification being affirmed or dismissed by the Bid Disqualification Review Committee.

C. Step 3 - If a bid disqualification review hearing is requested by a disqualified bidder, the Bid Disqualification Review Committee Chairman shall be notified and he will schedule the hearing.

D. The above procedure will allow the bid disqualification review process to take place simultaneously with the recommendation packet being routed for Administration approval and Council action.

SECTION 10. EXECUTION OF CONTRACT

The successful Bidder shall execute the Contract with the Owner in the form of the Contract included in the Specifications, a copy of which is annexed hereto, in such number of counterparts as the Owner may request within twelve (12) days after receipt of notice of award of the Contract by the Owner. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the Contractor, with the Recorder of Mortgages in Jefferson Parish.

SECTION 11. MISCELLANEOUS

A. If your company is unable to bid on this project, please state the reason on the bid form and return it to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 before bid opening date. Failure to comply will result in the removal of your company from the Parish's vendor list.

B. Bids will be posted on the bulletin board inside the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 for a period of five (5) working days after bid opening date. Advertised bids will be tabulated and a copy thereof forwarded to each responding bidder.

C. The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

D. 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, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. 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.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn,
deposed and said that he/she/they are fully authorized _____ of
_____ (hereinafter referred to as affiant), and said affiant
further said:

The following is a complete listing of all subcontractors who may
assist in providing services for the project known as

_____:

Subcontractors, excluding full time employees of firm, who would
assist in providing professional services for the project:

AFFIANT

**SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2010.**

NOTARY PUBLIC

A copy of this affidavit must be attached to all pay requests.

_____ Check here if no additions or substitutions of subcontractors have been
made under this contract or any amendments to this contract.

Signature

Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would
assist in providing services for the project, requires Jefferson Parish Council approval and
requires submission of a new sworn affidavit.

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, deposed and said that
he is the fully authorized _____ of _____

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

—
SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2005.

NOTARY PUBLIC

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, deposed and said that
he is the fully authorized _____ of _____

(hereinafter referred to as affiant), and said affiant further said:

(1) Disclose any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and

_____.

(2) Disclose any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:

_____.

(3) That the affiant has not made any contributions to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

_____.

AFFIANT

—
SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2005.

NOTARY PUBLIC

Project Name:

Forward Jefferson Corporation (FORJ) – BID No. 10003, *an affiliate corporation of:*
Jefferson Parish Economic Development and Port District (JEDCO)
JEDCO Office Building – Driveway and Landscape Additions , Churchill
Technology Park
Avondale, Louisiana

Bid Open Date: _____ **November 30, 2010 at 10:00AM** _____

Location: 3445 N. Causeway Blvd., Suite 300, Metairie, Louisiana 70002

BIDDERS CHECK LIST

Check off each box as you complete the instructions.

- ✓ Bid form must be completed in full and signed properly for consideration as a responsive bidder.
- ✓ Satisfactory evidence of the authority of the person signing on behalf of the individual, firm, partnership, or corporation must be attached. In the case of a corporation, said authority must be in the form of a Corporate Resolution. The sample provided in the bid documents may be used.
- ✓ Acknowledgement of Addenda on Bid Form, number of Addenda and Date of Addenda must be clearly acknowledged.
- ✓ If any bid is \$50,000.00 or more, Louisiana Contractor's License Number must be affixed to the outside of the bid envelope and to the bid form as well as where specified otherwise in the bid documents.
- ✓ Bid Bond of not less than five (5%) percent of the total bid amount including alternates if applicable in the form of a certified check, cashier's check, or bid bond is required. Bid Bond must have attached the appropriate and satisfactory Power of Attorney. A sample bid bond form is provided as part of these bid documents, and may be used.
- ✓ The following will be clearly identified and included on the bid submittal envelope:
 - Louisiana Contractor's License Number
 - Bidder's Name
 - Return address
 - Project Name

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Forward Jefferson Corporation (FORJ)
3445 N.Causeway Blvd. Suite 300
Metairie, LA.70002

BID FOR: Driveway and landscape additions to the new
Jedco Facilities
Bid # 10003
700 Churchill Parkway
Avondale, Jefferson Parish, Louisiana

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Perez and Concordia Architects and dated: 10/29/10
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum No. 1 - 11-22-2010 + Addendum No. 2 11-23-2010

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of: ONE HUNDRED THIRTY FIVE THOUSAND Two Hundred sixty Dollars & NO CENTS Dollars (\$ 135,260.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: Dollars (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: Dollars (\$)

NAME OF BIDDER: KASS BROS., INC.

ADDRESS OF BIDDER: P.O. BOX 487
WASTWOOD, LA. 70096-0487

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 14914

NAME OF AUTHORIZED SIGNATORY OF BIDDER: ANDREW H. READY

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: OPERATIONS MANAGER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Andrew H. Ready

DATE: 11-30-2010

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: _____

(Owner to provide name and address of owner)

BID FOR: _____

(Owner to provide name of project and other identifying)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>

Wording for "DESCRIPTION" is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID BOND

KNOW ALL MEN B Y THESE PRESENTS that we, the undersigned,

KASS BROS., INC.
as PRINCIPAL, and

THE HANOVER INSURANCE COMPANY
as SURETY, are held and firmly bound unto the Parish of Jefferson, hereinafter called the "OWNER", in the penal sum of:

Five Percent (5%) of the Amount Bid
DOLLARS (\$ 5%) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated November 30, 2010 for

Driveway and Landscape Additions to
JEDCO OFFICE BUILDING, CHURCHILL TECHNOLOGY PARK
WESTWEGO, LOUISIANA

FORJ/JEDCO BID NO: 10003

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, which may be extended by one or more extensions of thirty (30) calendar days by mutually written consent, and shall within the period specified therefore or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals with 30th day of November, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND (continued)

In Presence of:

(Individual Principal)

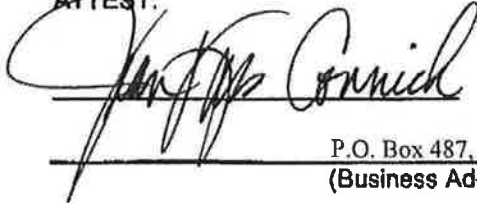
(Business Address, including Zip Code)

(Partnership)

(Seal)

(Business Address, including Zip Code)

ATTEST:

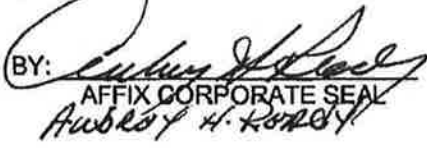


(Business Address, including Zip Code)

BY:

KASS BROS., INC.

P.O. Box 487, Westwego, LA 70096-0487
(Business Address, including Zip Code)

BY: 
AFFIX CORPORATE SEAL
Aubrey H. Hardy

ATTEST:

(See Power of Attorney)

THE HANOVER INSURANCE COMPANY

440 Lincoln Street, Worcester, MA 01653
(Business Address, including Zip Code)

BY: 
AFFIX CORPORATE SEAL
Pamela K. Tucker, Attorney-in-Fact

Countersigned:

BY: 
Pamela K. Tucker, Metairie, LA

State of Louisiana

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Stephen L. Cory, Pamela K. Tucker, Melanie Stern, Bert Guilberteau and/or Eileen Hebert

of Baton Rouge, LA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 26th day of April, 2008.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 26th day of April, 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Sarlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of November, 2010.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Breull
Stephen L. Breull, Assistant Vice President

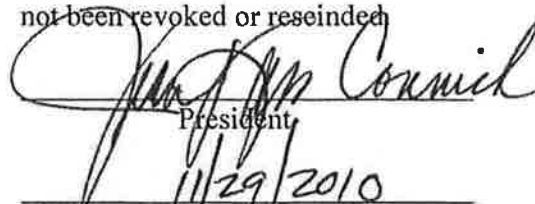
CORPORATE RESOLUTION

The following is an excerpt from minutes of meeting of the Board of Directors of Kass Bros., Inc.:

At the meeting of Directors of Kass Bros., Inc., duly noticed and held on November 29, 2010 a quorum being there present, on motion duly made and seconded, it was:

RESOLVED, that Aubrey H. Ready, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Forward Jefferson Corporation (FORJ) and/or Jefferson Parish Economic Development and Port District (JEDCO) including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the board of directors of said corporation, and the same has not been revoked or rescinded.



President
11/29/2010

Date

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	XSAL-074023	07/01/2010 07/01/2013	Bodily Injury & Property Damage Combined \$ 1,000
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	EXCESS LIABILITY Excess Form	GXS 042550	07/01/2010 07/01/2011	Each Occurrence \$ 4,000 Aggregate \$ 4,000

JOB OR PROJECT DESCRIPTION

For Bid Purposes Only: Bid No. 10003-Driveway and Landscape Additions to New JEDCO Office Facilities, 700 Churchill Parkway, Avondale, LA

SPECIAL CONDITIONS

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.



THE GRAY INSURANCE COMPANY
 3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: November 24, 2010

MEMORANDUM

DATE: December 22, 2010

TO: JEDCO Board of Commissioners

FROM:  Lucien Gunter, Executive Director
Via
Jerry Bologna, Director of EDS

SUBJECT: Second Amendment of CEA with the City of Kenner

Background:

On November 16th, 2008, the City of Kenner and JEDCO entered into a Cooperative Endeavor Agreement (CEA), whereby JEDCO would provide a full-time economic development specialist to serve the exclusive needs of the City of Kenner for the period of one year. In January of 2010, JEDCO and the City of Kenner amended that CEA to extend the services for the year 2010. Therefore, it is now necessary that we amend the contract a second time to reflect and extension through 2011.

Discussion:

This will be the third consecutive year that JEDCO and the city have entered into this CEA. The Kenner City Council has already approved the funding of this position in 2011 during their annual budget proceedings. JEDCO has provided valuable assistance in business retention and business attraction. Notable accomplishments have included the completion and maintenance of the City of Kenner Economic Profile; assisting with the successful attraction of Target to the Esplanade Mall; and participating with the Mayor's various transition teams.

Recommendation:

We are requesting that the JEDCO Board of Commissioners adopt the attached resolution which authorizes JEDCO's Executive Director, Lucien Gunter, to execute Amendment No. 2 to the Cooperative Endeavor Agreement between JEDCO and the City of Kenner.

Attached, you will find the proposed board resolution, the original executed CEA, along with the proposed Amendment No. 2 to the CEA.

RESOLUTION

On motion of _____, seconded by _____, the following resolution was offered:

JEDCO RESOLUTION REGARDING THE APPROVAL OF AMENDMENT NO. 2 TO COOPERATIVE ENDEAVOR AGREEMENT (CEA) WITH THE CITY OF KENNER

A resolution authorizing an amendment to the cooperative endeavor agreement between JEDCO and the City of Kenner by which JEDCO provides economic development services to the City of Kenner.

WHEREAS, JEDCO and the City of Kenner entered into a cooperative endeavor agreement (CEA) on November 16, 2008, attached hereto as Exhibit "A" through which JEDCO provides economic development services to the City of Kenner ("CITY"); and

WHEREAS, Amendment No 1 to the CEA expires on December 31, 2010; and

WHEREAS, both JEDCO and the City desire to renew the CEA for a third year as evidenced by Kenner's City Council's appropriation of \$75,000 in the City's 2010-2011 operating budget to pay for JEDCO services in the third year.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Jefferson Parish Economic Development and Port District that:

Lucien Gunter, Executive Director of JEDCO, is authorized to sign Amendment No. 2 to the CEA between JEDCO and the City of Kenner substantially in the form attached hereto as Exhibit "B" and any and all documents required to carry out the provisions of this resolution.

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

YEAS:

NAYS:

ABSENT:

The resolution was declared to be adopted on this the 27th day of January, 2011.

Attested by:

Stan Salathe, Treasurer
JEDCO

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF KENNER

AND

THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION

**PARISH OF JEFFERSON
STATE OF LOUISIANA**

THIS AGREEMENT, made and entered into on this 13th day of November 2008, by and between the City of Kenner, State of Louisiana, acting herein by and through its mayor, hereinafter called the CITY, represented by Ed Muniz, Mayor, and the Jefferson Economic Development Commission (JEDCO), hereinafter called CONTRACTOR, represented by Lucien Gunter, Executive Director, as duly authorized to act pursuant to the provisions of a resolution adopted by its Executive Committee of the Board of Commissioners on the 30th day of October 2008 and attached as Exhibit A, and together as "PARTIES."

SECTION I.

PROJECT:

The CITY hereby contracts with the CONTRACTOR to perform certain services needed for the CITY regarding the implementation of the City's economic development strategy intended to create and retain jobs and attract private investment in the City of Kenner through the funding and subsequent hiring of a full-time economic development specialist to serve the exclusive needs of the CITY.

SECTION II.

TERM:

The term of this Agreement is twelve (12) months beginning January 1, 2009 and ending on December 31, 2009. Understanding that economic development is not a static, one-time event, but rather a series of events and programs of service that are guided by an approved economic development strategy as amended and adjusted over time due to operational and policy circumstances, the CITY and CONTRACTOR agree that the term of this agreement shall be renewed on an annual basis thereafter with the consent of the governing bodies of both PARTIES.

SECTION III.

TERMINATION:

This Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the CITY as a consequence of the failure of the CONTRACTOR to comply with the terms, progress or quality of services in a professional and satisfactory manner, proper allowance being made for circumstances beyond the control of the CONTRACTOR.
3. By the CONTRACTOR as a consequence of the failure of the CITY to comply with the terms, progress or quality of services in a professional and satisfactory manner, proper allowance being made for circumstances beyond the control of the CITY.
4. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.
5. By satisfactory completion of all services and obligations described herein.
6. By the CITY at its convenience upon thirty (30) days written notice to the CONTRACTOR.
7. By the CONTRACTOR at its convenience upon thirty (30) days written notice to the CITY.

SECTION IV.

PART A. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The CONTRACTOR shall provide services related to the implementation of the City economic development strategy, attached as Exhibit B to this agreement, including all those services usually implied as a prerequisite for performance of such services, whether or not specifically mentioned in this agreement, including attendance by the CONTRACTOR or its representative, at project conferences, public hearings, and completion of required reports of project status.

These services include CONTRACTOR providing to City consultation on the aforementioned economic development strategy and , guidance as to its implementation.

PART B. INVESTMENT IN JEDCO BY THE CITY

The CITY shall consider the CONTRACTOR to be a provider of professional and technical services necessary for the implementation of the aforementioned economic development strategy only. The CITY shall be required to invest in JEDCO through an annual appropriation of public funds in a specified amount to support the economic development services provided.

Investment in JEDCO: The CITY will provide the CONTRACTOR with sufficient funds to provide for the services outlined herein, including the employment of an economic development specialist dedicated exclusively to the implementation and reporting to the CITY of activities related to the Kenner's economic development strategy. The economic development specialist

will be an employee of the CONTRACTOR through the funds provided by the CITY to better enable the CONTRACTOR to provide the enumerated services.

PART C. EMPLOYEE SELECTION AND OPERATIONAL PARAMETERS

Understanding that the CONTRACTOR is an independent economic development commission serving the needs of Jefferson Parish, Louisiana and peripherally the cities, towns and communities therein, the CITY agrees and maintains that at no time shall the CITY have any special rights, privileges, or authority over the operations or personnel of the CONTRACTOR.

1. Employee Selection: The CITY understands that the final selection will be at the sole discretion of the Executive Director of JEDCO. The employee must meet the minimum qualifications for the position.
2. Chain of Command and Reporting: The CITY agrees and maintains that at no time shall the CITY have any special rights, privileges, or authority over the operations or personnel of the CONTRACTOR, and the economic development specialist employed shall report to JEDCO senior managers for day-to-day assignments, responsibilities, and performance issues.

SECTION V.

PERFORMANCE STANDARDS:

CONTRACTOR will commit its best efforts to achieve the mission, goals and objectives of the Kenner economic development strategy on behalf of the CITY.

SECTION VI.

CONSIDERATION AND METHOD OF PAYMENT:

As consideration for the services to be rendered by the CONTRACTOR, CITY shall pay as an annual investment to CONTRACTOR an amount for incurred and estimated expenses of not less than **\$75,000.00** in the first year. Any and all expenditures in excess of said amount, in total or for any item listed thereon, shall be subject to reimbursement by CITY within thirty days upon written request by the CONTRACTOR, but only if the written approval of the CITY'S Mayor was incurred prior to accruing such expenses. CONTRACTOR shall utilize existing JEDCO purchasing procedures that conform to State and Parish requirements for any expenditures, direct or indirect, that are required as part of this agreement. Any property and equipment purchased with funds provided under this contract shall be and remain the property of JEDCO.

The CITY will pay the CONTRACTOR prior to any work beginning and within 30 days of executing this agreement.

SECTION VII.

NOTICES, AUTHORIZATIONS, BILLING AND REPORTS:

All notices, invoices and/or correspondence related to the contract, including but not limited to requests for modifications, should be submitted to:

CITY: Mayor Ed Muniz
City of Kenner
1801 Williams Blvd.
Kenner, LA 70062
Ph: 504-468-7240 Fax: 504-468-6085

CONTRACTOR: Lucien Gunter, Executive Director
JEDCO
3445 N. Causeway Blvd. Suite 300
Metairie, LA 70002
Ph: 504-833-1881 Fax: 504-833-7676

SECTION VIII.

FUND AVAILABILITY:

This contract will be contingent upon the annual funding received by the CONTRACTOR from CITY as agreed upon. All positions, obligations or purchases agreed to by the CONTRACTOR related to services provided to the CITY pursuant to this contract will be terminated immediately should funding cease.

SECTION IX.

AMENDMENT:

This Agreement may be AMENDED only by written instrument signed by both the CITY, through its Mayor, and the CONTRACTOR.

SECTION X.

FISCAL RESPONSIBILITIES:

The CONTRACTOR shall establish and maintain an auditable system, in accordance with recognized accounting practices, with the Act and Regulations, and with State requirements on fiscal and program reports.

SECTION XI.

COVENANTS: CIVIL RIGHTS:

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

Any act of discrimination committed by CONTRACTOR, or failure to comply with Title VI and VII of the Civil Rights Act of 1964, Equal Opportunity Act (1972), Federal Executive Order 11246, Federal Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, Age Act of 1975, and American Disabilities Act 1990 shall be grounds for termination of this Agreement.

SECTION XII.

INDEMNIFICATION:

Each party agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for the other party, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from any act or omission by itself, its employees, agents and/or representatives arising out of this agreement.

CITY agrees to indemnify and hold harmless CONTRACTOR from any claim for Unemployment Compensation benefits made by an employee of CONTRACTOR as a result of a reduction in force or termination of an employee of CONTRACTOR made necessary by the termination of this agreement.

CONTRACTOR shall indemnify and hold harmless CITY against any and all claims, suits, judgments or sums of money owed to any party for loss of life, injury or damages to persons or property growing out of, resulting from or by reason of any negligent act by the services or obligations required or performed by the CONTRACTOR hereunder.

CONTRACTOR agrees to indemnify and hold CITY harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from CITY'S treatment of CONTRACTOR as an independent contractor. CONTRACTOR further agrees to reimburse CITY for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION XIV.

INDEPENDENT CONTRACTOR:

While in performance of services or carrying out other obligations under this agreement, the CONTRACTOR shall be acting in the capacity of independent contractor and not as

employees of the CITY. The CONTRACTOR shall not be obliged to any person, firm or corporation for any obligations of the CITY arising from the performance of their services under this agreement. The CONTRACTOR shall be authorized to represent the CITY with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by the provisions hereof.

SECTION XV.

ASSIGNMENT

Neither CITY 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 agreement, without the prior written consent of the other unless right to notice of assignment has been otherwise waived. 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 (including Exhibit A).

SECTION XVI.

SAVINGS CLAUSE:

In case any one or more of the provisions contained in this Agreement shall, for any reason be judicially held to be invalid, illegal or unenforceable in whole or part, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, in such an event this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

SECTION XVII.

GOVERNING LAWS AND JURISDICTION:

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Louisiana. The parties to this Agreement also understand and agree that the provisions herein shall, between them, have the effect of law, and shall be governed by the applicable Federal statutes which are referenced herein. In reference to matters not provided herein, this Agreement shall also be governed by ordinances of the Parish of Jefferson, State of Louisiana.

The 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

SECTION XVII.

ENTIRE AGREEMENT:

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

This agreement is executed in four (4) originals, in testimony whereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses.

Valerie Wagnerspack
Witness Valerie Wagnerspack

Jamie Hastings
Witness
Jamie Hastings

CITY OF KENNER
Edmond J. Muniz
Ed Muniz
Mayor, City of Kenner

Date 11/13/08

Delia B. Stephenson
Witness

Margaret J.
Witness

CONTRACTOR
Lucien Guiter
Lucien Guiter, Executive Director
Jefferson Parish Economic Development
Commission

Date 10-31-08

**AMENDMENT NO. 1 to
COOPERATIVE ENDEAVOR AGREEMENT**

BETWEEN

THE CITY OF KENNER

AND

THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION

**PARISH OF JEFFERSON
STATE OF LOUISIANA**

THIS AMENDMENT NO. 1, made and entered into on this 5th day of January 2010, ^{2010 Dak} 2009, by and between the City of Kenner, State of Louisiana, acting herein by and through its mayor, hereinafter called the CITY, represented by Ed Muniz, Mayor, and the Jefferson Economic Development Commission (JEDCO), hereinafter called CONTRACTOR, represented by Lucien Gunter, Executive Director, as duly authorized to act pursuant to the provisions of a resolution adopted by its Executive Committee of the Board of Commissioners on the 17th day of December 2009 and attached as Exhibit A, and together as "PARTIES."

WITNESS THAT:

WHEREAS, JEDCO and the City of Kenner entered into a Cooperative Endeavor Agreement dated November 16, 2008 to provide a full-time economic development specialist to serve the exclusive needs of the City of Kenner; and

WHEREAS, JEDCO and the City of Kenner desire to renew and extend the Agreement for a second year; and

WHEREAS, the City of Kenner's City Council authorized funding in its 2009-2010 Operating Budget to renew the Agreement for a second year.

NOW THEREFORE, it is hereby agreed by the parties that the Agreement of November 16, 2008 be amended as follows:

In "Section II, TERM", insert the following sentence immediately following the first sentence:

"The second term of this Agreement, as per Amendment No.1, is twelve (12) months beginning January 1, 2010 and ending on December 31, 2010."

In "Section VI. CONSIDERATION AND METHOD OF PAYMENT", insert the following sentence immediately following the first sentence:

"City shall pay Contractor an amount for incurred and estimated expenses of not less than \$75,000.00 in the second year which commences on January 1, 2010."

All other terms and conditions of the Agreement will remain unchanged and in full force and effect except as amended herein.

January 27, 2011

92

This agreement is executed in four (4) originals, in testimony whereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses.

Jamie Hastings
Witness Jamie Hastings

Kathy Hale
Witness Kathy Hale

Michael Quisic
Witness Michael Quisic
Della Stephenson
Witness Della Stephenson

CITY OF KENNER
Edmund Muniz
Ed Muniz
Mayor, City of Kenner

Date 1/5/10

CONTRACTOR
Lucien Gunter
Lucien Gunter, Executive Director
Jefferson Parish Economic Development
Commission

Date December 17, 2009

Exhibit "B"

AMENDMENT NO. 2 to

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF KENNER

AND

THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION

**PARISH OF JEFFERSON
STATE OF LOUISIANA**

THIS AMENDMENT NO. 2, made and entered into on this ____ day of _____ 2011, by and between the City of Kenner, State of Louisiana, acting herein by and through its mayor, hereinafter called the CITY, represented by Michael S. Yenni, Mayor, and the Jefferson Economic Development Commission (JEDCO), hereinafter called CONTRACTOR, represented by Lucien Gunter, Executive Director, as duly authorized to act pursuant to the provisions of a resolution adopted by its Executive Committee of the Board of Commissioners on the 27th day of January, 2011 and attached as Exhibit A, and together as "PARTIES."

WITNESS THAT:

WHEREAS, JEDCO and the City of Kenner entered into a Cooperative Endeavor Agreement dated November 16, 2008 to provide a full-time economic development specialist to serve the exclusive needs of the City of Kenner; and

WHEREAS, JEDCO and the City of Kenner desire to renew and extend the Agreement for a third year; and

WHEREAS, the City of Kenner's City Council authorized funding in its 2010-2011 Operating Budget to renew the Agreement for a third year.

NOW THEREFORE, it is hereby agreed by the parties that the Agreement of November 16, 2008 be amended as follows:

In "Section II, TERM", insert the following sentence immediately following the first sentence:

"The third term of this Agreement, as per Amendment No.2, is twelve (12) months beginning January 1, 2011 and ending on December 31, 2011."

In "Section VI. CONSIDERATION AND METHOD OF PAYMENT", insert the following sentence immediately following the first sentence:

"City shall pay Contractor an amount for incurred and estimated expenses of not less than **\$75,000.00** in the third year which commences on January 1, 2011."

All other terms and conditions of the Agreement will remain unchanged and in full force and effect except as amended herein.

This agreement is executed in four (4) originals, in testimony whereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses.

CITY OF KENNER

Witness

Michael S. Yenni
Mayor, City of Kenner

Witness

Date _____

CONTRACTOR

Witness

Lucien Gunter, Executive Director
Jefferson Parish Economic Development
Commission

Witness

Date _____

JEDCO BUDGET SUMMARY STATEMENT

DECEMBER 2010

	AMENDED	YTD			MONTHLY		DEPARTMENTAL ANALYSIS							
	2010	BUDGET	ACTUAL	VAR.	BUDGET	ACTUAL	E.C.WEST	FINANCE	BUS.OUT.	MARKET	ADMIN.	KENNER	BLDG. EX	OTHERS
REVENUES:														
Occupational License	\$1,503,196	\$1,503,196	\$1,503,196	\$0	\$125,266	\$0								\$0
EDA Revenues	30,000	30,000	23,311	(6,689)	2,500	9,161		9,161						
SBA Closing Fees	15,000	15,000	14,234	(766)	1,250	6,157		6,157						
HUD Service Fees	11,000	11,000	22,692	11,692	917	3,596		3,596						
Colson Svc. (Monthly)	20,000	20,000	22,804	2,804	1,667	2,033		2,033						
Colson Svc. (Interest)	4,000	4,000	1,191	(2,809)	333	0								
BRGL Revenues	45,000	45,000	48,668	3,668	3,750	4,190		4,190						
La. Revolving Capital Fund	75,000	75,000	83,432	8,432	6,250	13,509		13,509						
Incentive Fees	3,500	3,500	3,318	(182)	292	105			105					
GCR Revenues	79,500	79,500	69,088	(10,412)	6,625	0								
Marketing Quality of Life	200,000	200,000	200,000	0	16,667	0								
Kenner CEA	75,000	75,000	75,000	0	6,250	0								
Interest, Misc.	2,500	2,500	2,473	(27)	208	202					202			
Patrick Taylor School	106,439	106,439	106,439	0	8,870	0								
FORJ (Lease Payments)	12,000	12,000	12,000	0	1,000	2,000								2,000
Brownsfield Fees	0	0	563	563	0	188		188						
Diamond Data (Geocent)	216,000	216,000	216,000	0	18,000	0								
TOTAL	\$2,398,135	\$2,398,135	\$2,404,409	\$6,274	\$199,845	\$41,141	\$0	\$38,834	\$105	\$0	\$202	\$0	\$0	\$2,000
EXPENDITURES:														
Salaries	\$951,950	\$951,950	\$942,345	\$9,605	\$79,329	\$80,649	\$4,167	\$12,312	\$14,733	\$8,094	\$37,270	\$4,073	\$0	\$0
Health Benefits/Taxes	144,700	144,700	136,213	8,487	12,058	9,398	478	1,322	1,742	988	4,329	539		
SEP/IRA-Retirement	113,400	113,400	112,177	1,223	9,450	9,946		1,499	1,799	984	4,678	986		
Communication	27,150	27,150	23,052	4,098	2,263	744		105	105	105	399	30		
Office Rental	110,000	110,000	91,531	18,469	9,167	6,975		1,094	2,342	500	3,039			
Equipment Rental	24,550	24,550	40,143	(15,593)	2,046	3,304		827	826	822	829			
Advertising/Newsletter	43,600	43,600	43,178	422	3,633	2,326				2,326				
Office Supplies	11,100	11,100	7,754	3,346	925	832		119	116	115	469	13		
Postage	8,600	8,600	6,813	1,787	717	256		101	43	39	73			
Dues & Subscriptions	14,500	14,500	12,653	1,847	1,208	715		565	77		73			
Travel/Mileage	16,400	16,400	17,260	(860)	1,367	1,192		79	175	23	868	47		
Insurance	25,000	25,000	19,609	5,391	2,083	1,656					1,656			
Data Base Analysis	900	900	487	413	75	0								
Committee Meetings	8,500	8,500	7,948	552	708	697					697			
Seminars/Conventions	900	900	155	745	75	0								
Accounting/Audit	21,000	21,000	20,560	440	1,750	0								
Business Develop.	9,600	9,600	8,669	931	800	74					74			
Misc.	350	350	204	146	29	0								
Special Projects	2,000	2,000	396	1,604	167	0								
Program Costs	6,000	6,000	3,750	2,250	500	0								
CEA/RFP Administrative Costs	200	200	0	200	17	0								
Administrative Fees	13,000	13,000	13,460	(460)	1,083	2,010					2,010			
Web-Site Update	8,000	8,000	3,242	4,758	667	83				83				
Computer/Svc./Equip.	15,000	15,000	12,440	2,560	1,250	699					699			
Program Events	18,500	18,500	17,085	1,415	1,542	17,085					17,085			
AEDO Accreditation	0	0	0	0	0	0								
GCR Expenses	79,500	79,500	49,313	30,187	6,625	7,125			7,125					
Marketing Quality of Life	200,000	200,000	200,000	0	16,667	74,564				74,564				
Attorney's Fees	1,000	1,000	725	275	83	725		725						
Personnel Expenses	51,000	51,000	50,486	514	4,250	0								
Emergency Expenses	300	300	245	55	25	0								
Tech. Park Expenses	15,000	15,000	8,619	6,381	1,250	201					201			
Patrick Taylor School Expenses	106,439	106,439	106,439	0	8,870	0								
Repairs and Maintenance	500	500	0	500	42	0								
Architectural Fees	0	0	0	0	0	0								
Janitorial Services	0	0	0	0	0	0								
Utilities	1,500	1,500	0	1,500	125	0								
Common Area Maintenance	0	0	0	0	0	0								
Security	0	0	0	0	0	0								
JEDCO Bldg. Lease Expenses	85,000	85,000	83,990	1,010	7,083	20,702								20,702
Operating Debt Svc. Reserve	33,273	33,273	0	33,273	2,773	0								
Diamond Data (Geocent)	216,000	216,000	216,000	0	18,000	0								
FORJ Deficit	0	0	0	0	0	0								
TOTAL	2,384,412	2,384,412	2,256,941	127,471	198,701	241,958	4,645	18,748	29,083	88,643	74,449	5,688	0	20,702
Fund Balance @12/31/09	983,150	983,950												
	\$9,747	\$9,673	\$147,468	\$133,745	\$1,144	(\$200,817)	(\$4,645)	\$20,086	(\$28,978)	(\$88,643)	(\$74,247)	(\$5,688)	\$0	(\$18,702)

January 27, 2011

JEDCO'S INVESTMENT REPORT

1/20/2011

ACTIVE DATE	INSTITUTIONS	OPENING BALANCE	CURRENT BALANCE	INTEREST	TERMS	MATURITY DATE	CURRENT STATUS
12/04/03	JEDCO LAMP	\$350,000	\$916,108	0.18%	DAILY		OPEN
05/25/05	CAPITAL ONE	\$371,000	\$735,142	3.64% to 3.69%	ONE YEAR		LIQUID OPEN
12/18/08	CHASE BANK	\$200,000	\$201,602	0.83%	6 MONTHS		LIQUID OPEN
12/18/08	WHITNEY BANK	\$150,000	\$0	0.60%	3 MONTHS	2/15/2010	CLOSED
12/18/08	1ST BANK AND TRUST	\$150,000	\$0	2.23%	3 MONTHS	3/18/2010	CLOSED
	TOTAL	<u>\$721,000</u>	<u>\$1,852,852</u>				

*Closed Whitney C.D. on 2/15/2010 and deposited into Capital One account.

*Closed 1st Bank and Trust C.D. on 3/18/2010 and deposited into Capital One account.

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
PROGRAMS REVENUES:					
Occupational Licenses	\$0	\$125,266	\$1,503,196	\$1,503,196	1,503,196
Enterprise Ctr. West (Sch. A)	0	0	0	0	0
Financing Activities (Sch. B)	38,834	16,667	216,895	200,000	200,000
Economic Develop. Fees (Sch. C)	105	6,917	72,406	83,000	83,000
Marketing-P/R (Sch. D)	0	16,667	200,000	200,000	200,000
Interest, Misc.	202	208	2,473	2,500	2,500
Kenner Program (Sch.F)-*	0	6,250	75,000	75,000	75,000
Patrick F. Taylor (Sch. G)	0	8,870	106,439	106,439	106,439
FORJ (Ground Lease Payment)	2,000	1,000	12,000	12,000	12,000
Diamond Data (Geocent)	0	18,000	216,000	216,000	216,000
Total Revenues	\$41,141	\$199,845	\$2,404,409	\$2,398,135	\$2,398,135
Enterprise Ctr. West (Sch. A)	4,645	6,352	41,911	76,223	76,223
Financing (Sch. B)	18,748	19,108	222,672	229,300	229,300
Econ. Dev. Svcs. (Sch. C)	29,083	31,250	337,075	375,000	375,000
Marketing-P/R (Sch. D)	88,643	33,558	394,803	402,700	402,700
Admin. Exp. (Sch. E)	74,449	68,063	786,889	816,750	816,750
Kenner Program (Sch. F)-*	5,688	6,250	67,162	75,000	75,000
Patrick F. Taylor School (Sch. G)	0	8,870	106,439	106,439	106,439
JEDCO Bldg. Expenses (Sch. H)	20,702	7,250	83,990	87,000	87,000
Diamond Data (Geocent)	0	18,000	216,000	216,000	216,000
FORJ Deficit	0	0	0	0	0
Total Expenditures	\$241,958	\$198,701	\$2,256,941	\$2,384,412	\$2,384,412
NET OPERATING SURPLUS	(\$200,817)	\$1,144	\$147,468	\$13,723	\$13,723
AUDITED FUND BAL @12/31/09					\$983,950
PROJ. FUND BAL @12/31/10					\$997,673

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

ENTERPRISE CENTER WEST

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Incubator Tenants	\$0	\$0	\$0	\$0	\$0
Phone System	0	0	0	0	0
Total Revenues	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
PROGRAM EXPENDITURES:					
Staff Salaries	\$4,167	\$2,667	\$31,242	\$32,000	\$32,000
Health Benefits & Taxes	478	58	797	700	700
SEP/IRA-Retirement	0	0	0	0	0
Communications	0	121	1,412	1,450	1,450
Office & Equipment Rental	0	654	7,831	7,850	7,850
PR/Advertising	0	0	0	0	0
Office Supplies	0	0	0	0	0
Dues & Subscriptions	0	17	100	200	200
Postage	0	0	0	0	0
Travel / Mileage	0	33	325	400	400
Staff Development	0	0	0	0	0
Miscellaneous	0	29	204	350	350
Operating Debt Service Reserve*	0	2,773	0	33,273	33,273
Sub-Total	<u>4,645</u>	<u>6,352</u>	<u>41,911</u>	<u>76,223</u>	<u>76,223</u>
NET PROGRAM DEFICIT	(\$4,645)	(\$6,352)	(\$41,911)	(\$76,223)	(\$76,223)

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

FINANCING

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Financing Income	\$21,135	\$6,667	\$78,029	\$80,000	\$80,000
BRGL Revenues	4,190	3,750	48,937	45,000	45,000
BRGL & LRCF Fees	13,509	6,250	89,929	75,000	75,000
Total Revenues	\$38,834	\$16,667	\$216,895	\$200,000	\$200,000
EXPENDITURES:					
Staff Salaries	\$12,312	\$12,125	\$145,147	\$145,500	\$145,500
Health Benefits & Taxes	1,322	1,833	20,812	22,000	22,000
SEP/IRA-Retirement	1,499	1,542	17,851	18,500	18,500
Communications	105	417	4,409	5,000	5,000
Program Costs	0	83	0	1,000	1,000
Office & Equipment Rental	1,921	1,967	23,121	23,600	23,600
PR / Advertising	0	8	0	100	100
Office Supplies	119	175	1,766	2,100	2,100
Postage & Copying	101	208	1,957	2,500	2,500
Travel / Mileage	79	83	569	1,000	1,000
Staff Development	0	0	0	0	0
Dues & Subscriptions	565	583	6,315	7,000	7,000
Attorney Fees	725	83	725	1,000	1,000
Total Expenditures	\$18,748	\$19,108	\$222,672	\$229,300	\$229,300
NET PROG.SURPLUS/ DEFICIT	\$20,086	(\$2,442)	(\$5,777)	(\$29,300)	(\$29,300)

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

ECONOMIC DEVELOPMENT SERVICES

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Incentive Fees	\$105	\$292	\$3,319	\$3,500	\$3,500
GCR Revenues	0	6,625	69,087	79,500	79,500
Total Revenues	<u>\$105</u>	<u>\$6,917</u>	<u>\$72,406</u>	<u>\$83,000</u>	<u>\$83,000</u>
EXPENDITURES:					
Staff Salaries	\$14,733	\$15,167	\$181,563	\$182,000	\$182,000
Health Benefits & Taxes	1,742	2,375	27,944	28,500	28,500
SEP/IRA-Retirement	1,799	1,750	21,254	21,000	21,000
Communications	105	425	4,476	5,100	5,100
Program Costs	0	417	3,750	5,000	5,000
Office & Equipment Rental	3,168	3,217	38,094	38,600	38,600
Office Supplies	116	208	1,507	2,500	2,500
Dues & Subscriptions	77	417	4,097	5,000	5,000
Postage	43	142	1,197	1,700	1,700
Data Base Analysis	0	75	487	900	900
Training / Mileage	175	375	3,393	4,500	4,500
Staff Development	0	0	0	0	0
Special Projects	0	42	0	500	500
CEA/RFP Administrative Cost	0	17	0	200	200
GCR Expenses	7,125	6,625	49,313	79,500	79,500
Total Expenditures	<u>\$29,083</u>	<u>\$31,250</u>	<u>\$337,075</u>	<u>\$375,000</u>	<u>\$375,000</u>
NET PROG.SURPLUS/ DEFICIT	(\$28,978)	(\$24,333)	(\$264,669)	(\$292,000)	(\$292,000)

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

MARKETING-P/R

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Marketing Quality of Life	\$0	\$16,667	\$200,000	\$200,000	\$200,000
Total Revenues	\$0	\$16,667	\$200,000	\$200,000	\$200,000
EXPENDITURES:					
Salaries	\$8,094	\$7,958	\$95,232	\$95,500	\$95,500
Health Benefits & Taxes	988	1,417	16,850	17,000	17,000
SEP/IRA-Retirement	984	1,000	11,615	12,000	12,000
Communications	105	417	4,430	5,000	5,000
Office & Equipment Rental	1,322	1,375	15,933	16,500	16,500
PR/Advertising	2,326	3,625	43,178	43,500	43,500
Office Supplies	115	125	1,317	1,500	1,500
Dues / Subscriptions	0	67	753	800	800
Postage	39	100	797	1,200	1,200
Travel / Mileage	23	142	1,456	1,700	1,700
Staff Development	0	0	0	0	0
Web-Site Update	83	667	3,242	8,000	8,000
Marketing Quality of Life	74,564	16,667	200,000	200,000	200,000
Total Expenditures	\$88,643	\$33,558	\$394,803	\$402,700	\$402,700
NET PROG.SURPLUS/ DEFICIT	(\$88,643)	(\$16,892)	(\$194,803)	(\$202,700)	(\$202,700)

JEDCO MONTHLY BUDGET CONFORMANCE REPORT

CASH BASIS

DECEMBER 2010

ADMINISTRATIVE EXPENSES

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
EXPENDITURES:					
Staff Salaries	\$37,270	\$36,813	\$440,282	\$441,750	\$441,750
Health Benefits & Taxes	4,329	5,500	61,473	66,000	66,000
SEP/IRA-Retirement	4,678	4,667	55,104	56,000	56,000
Communications	399	833	7,953	10,000	10,000
Office & Equipment Rental	3,868	4,000	46,695	48,000	48,000
Office Supplies	469	375	3,047	4,500	4,500
Dues / Subscriptions	73	125	1,388	1,500	1,500
Postage	73	267	2,862	3,200	3,200
Committee Meetings	697	708	7,948	8,500	8,500
Seminars / Conventions	0	33	155	400	400
Accounting/Audit	0	1,750	20,560	21,000	21,000
Insurance	1,656	2,083	19,609	25,000	25,000
Business Development	74	800	8,669	9,600	9,600
Travel / Mileage	868	708	8,809	8,500	8,500
Programs/Events	17,085	1,542	17,085	18,500	18,500
Staff Development	0	0	0	0	0
Administrative Fees	2,010	1,083	13,460	13,000	13,000
Computer/Equip./Svc.	699	1,250	12,440	15,000	15,000
AEDO Accreditation	0	0	0	0	0
Personnel Expenses	0	4,250	50,486	51,000	51,000
Emergency Expenses	0	25	245	300	300
Tech. Park Maintenance	201	1,250	8,619	15,000	15,000
	<u>\$74,449</u>	<u>\$68,063</u>	<u>\$786,889</u>	<u>\$816,750</u>	<u>\$816,750</u>

KENNER PROGRAM

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
City of Kenner	\$0	\$6,250	\$75,000	\$75,000	\$75,000
Total Revenues	<u>\$0</u>	<u>\$6,250</u>	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$75,000</u>
EXPENDITURES:					
Staff Salaries	\$4,073	\$4,600	\$48,878	\$55,200	\$55,200
Health Benefits & Taxes	539	875	8,338	10,500	10,500
SEP/IRA-Retirement	986	492	6,407	5,900	5,900
Communications	30	50	372	600	600
Office & Equipment Rental	0	0	0	0	0
Office Supplies	13	42	494	500	500
Seminar	0	42	420	500	500
Travel Expenses	47	25	1,184	300	300
Project Expenses	0	125	1,069	1,500	1,500
Total Expenditures	<u>\$5,688</u>	<u>\$6,250</u>	<u>\$67,162</u>	<u>\$75,000</u>	<u>\$75,000</u>
NET PROG. SURP./DEFICIT	(\$5,688)	(\$0)	\$7,838	\$0	\$0

PATRICK F. TAYLOR SCHOOL

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Revenues	\$0	\$8,870	\$106,439	\$106,439	\$106,439
Total Revenues	<u>\$0</u>	<u>\$8,870</u>	<u>\$106,439</u>	<u>\$106,439</u>	<u>\$106,439</u>
EXPENDITURES:					
Architectural Fees	\$0	\$8,870	\$106,439	\$106,439	\$106,439
Total Expenditures	<u>\$0</u>	<u>\$8,870</u>	<u>\$106,439</u>	<u>\$106,439</u>	<u>\$106,439</u>
NET PROG. SURP./DEFICIT	\$0	\$0	\$0	\$0	\$0

JEDCO BUILDING EXPENSES

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
EXPENDITURES:					
Architectural Fees	\$0	\$42	\$0	\$500	\$500
Janitorial Services	0	0	0	0	0
Utilities	0	125	0	1,500	1,500
Common Area Maintenance	0	0	0	0	0
Security	0	0	0	0	0
Insurance	0	0	0	0	0
JEDCO Bldg. Lease Expenses	20,702	7,083	83,990	85,000	85,000
Total Expenditures	<u>\$20,702</u>	<u>\$7,250</u>	<u>\$83,990</u>	<u>\$87,000</u>	<u>\$87,000</u>

JEFFERSON EDGE MONTHLY BUDGET REPORT

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
JEFF. EDGE REVENUES:					
Private Funds	\$5,000	\$28,917	\$346,250	\$347,000	\$347,000
Parish Funds	0	6,667	80,000	80,000	80,000
State Funds	0	0	0	0	0
Investment Income	43	54	643	650	650
Total Revenues	\$5,043	\$35,638	\$426,893	\$427,650	\$427,650
JEFF. EDGE EXPENDITURES:					
Marketing/PR Activities:					
Local Market/PR Campaign	(\$825)	\$83	\$0	\$1,000	\$1,000
Special Events/Promotions	0	0	0	0	0
Contingency	0	1,667	0	20,000	20,000
Sub-Total	(825)	1,750	0	21,000	21,000
Technology Development:					
Tech. Park Implementation	0	0	0	0	0
Site Selection Initiative	0	417	3,149	5,000	5,000
Tech. Park Marketing	29,885	10,417	125,677	125,000	125,000
Building Fund	0	0	0	0	0
Infra-Structure Expenses	0	0	0	0	0
Sub-Total	29,885	10,833	128,826	130,000	130,000
Administrative:					
Misc. Project Fund	0	333	2,172	4,000	4,000
Fundraising	2,091	1,833	22,482	22,000	22,000
Legal Services	0	0	0	0	0
Investor Relations Staff Support	63	42	114	500	500
Sub-Total	2,154	2,208	24,768	26,500	26,500
EDGE 2020 Quality of Life					
Quality of Life Contribution	0	8,333	100,000	100,000	100,000
GCR Charges	0	0	0	0	0
Meetings/Meals	156	542	5,743	6,500	6,500
Printing/Postage	0	417	1,625	5,000	5,000
Sub-Total	156	9,292	107,368	111,500	111,500
Total Expenditures	31,370	24,083	260,962	289,000	289,000
NET PROG. SURPLUS/DEFICIT	(26,327)	11,554	165,931	138,650	138,650
AUDITED FUND BALANCE @ 12/31/09					153,516
PROJ. FUND BALANCE @ 12/31/10					292,166

JEDCO BUILDING FUNDS

CASH BASIS

DECEMBER 2010

	DECEMBER		YTD		BUDGET
	ACTUAL	BUDGET	ACTUAL	BUDGET	
REVENUES:					
Year End Balance-'09	\$0	\$35,589	\$0	\$427,064	\$427,064
Estimate Interest Earned	87	667	1,072	8,000	8,000
Dedicated C.D.s	0	41,667	0	500,000	500,000
CDBG Grant(only for Incubator)	0	112,500	0	1,350,000	1,350,000
State New market Tax Credits	0	17,667	212,812	212,000	212,000
LBIA Grant (Incubator)	0	4,167	50,000	50,000	50,000
Overflow from FORJ	0	9,750	0	117,003	117,003
Total Revenues	\$87	\$222,006	\$263,884	\$2,664,067	\$2,664,067
EXPENDITURES:					
Prior year expense adjustments	\$0	\$0	\$0	\$0	\$0
JEDCO Relocation Cost	0	417	0	5,000	5,000
FF&E	10,598	25,833	38,450	310,000	310,000
Other Bldg. Expenses	0	2,672	0	32,064	32,064
Incubator Construction (via FORJ/ WWCCI Contract)	0	112,500	0	1,350,000	1,350,000
Add'l Architectural Fees	0	9,750	0	117,003	117,003
Total Expenditures	\$10,598	\$151,172	\$38,450	\$1,814,067	\$1,814,067
NET PROG. SURP./DEFICIT	(\$10,511)	\$70,833	\$225,434	\$850,000	\$850,000
*Rent savings from closure of W/B office					\$33,273
PRGRAM SURPLUS/DEFICIT					\$883,273
Less JEDCO Bldg. Lease Expense					(\$83,990)
NET PROGRAM SURPLUS/DEFICIT					\$799,283

Note: \$300,000 surplus is to be used for Debt Service/Operatinal Reserve

*Rent savings from closure of W/B is expensed in ECW/Churchill budget (Schedule A)

BRGL DEDICATED FUNDS

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
BRGL Fees @12/31/09					\$608,874
BRGL Revenues	0	0	0	0	0
Finance Revenues	(4,190)	(3,917)	(48,937)	(47,000)	(47,000)
Total Revenues	(\$4,190)	(\$3,917)	(\$48,937)	(\$47,000)	\$561,874
EXPENDITURES:					
Staff Salaries	\$3,739	\$3,750	\$44,428	\$45,000	\$45,000
Health Benefits & Taxes	363	475	5,557	5,700	5,700
SEP/IRA-Retirement	(33)	475	5,002	5,700	5,700
Communication	0	8	0	100	100
Office & Equipment Rental	0	83	0	1,000	1,000
Office Supplies	0	42	350	500	500
Postage	0	8	1	100	100
Travel/Mileage	0	25	0	300	300
Staff Development	0	0	0	0	0
	\$4,069	\$4,867	\$55,338	\$58,400	\$58,400

FORWARD JEFFERSON (FORJ)

CASH BASIS

DECEMBER 2010

	DECEMBER		YEAR TO DATE		AMENDED 2010
	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES:					
Drawdown on JEDCO Equity/Cap.	\$0	\$0	\$0	\$0	\$0
State New Market Tax Credits (NMT)	0	0	0	0	0
JEDCO Bldg. Lease Income	20,702	7,083	83,990	85,000	85,000
Capital One Loan (Credit Facility A)	0	235,833	0	2,830,000	2,830,000
Capital One Loan (Credit Facility C)	0	55,833	0	670,000	670,000
CDBG Incubator Contract	0	112,500	134,491	1,350,000	1,350,000
Interest on Construction Acct.	836	2,167	22,802	26,000	26,000
Total Revenues	\$21,538	\$413,417	\$241,283	\$4,961,000	\$4,961,000
EXPENDITURES:					
Interest on Capital One Loan	\$0	\$5,636	\$15,923	\$67,630	\$67,630
Add'l Architectural Fees	0	8,334	53,284	100,006	100,006
Monthly Lease Payments	2,000	1,000	12,000	12,000	12,000
Insurance	303	333	3,638	4,000	4,000
Inspector Fees	0	1,000	5,000	12,000	12,000
Other Fees	1,046	1,250	14,662	15,000	15,000
Bldg. Construction	0	262,500	0	3,150,000	3,150,000
CDBG Incubator Construction	0	112,500	0	1,350,000	1,350,000
Total Expenditures	\$3,349	\$392,553	\$104,507	\$4,710,636	\$4,710,636
NET PROG. SURP./DEFICIT	\$18,189	\$20,864	\$136,776	\$250,364	\$250,364

MONTHLY CASH REPORT

ACCOUNTS:	@12/31/09	REVENUES	EXPENSES	OTHERS	BALANCE
JEDCO Checking	\$217,744.04				
January '10		\$39,381.79	\$192,016.84	\$103,190.78	\$168,299.77
February '10		199,021.46	132,715.94	479,542.36	714,147.65
March '10		256,359.81	269,754.94	(477,501.09)	223,251.43
April '10		243,609.39	284,871.36	(103,959.41)	78,030.05
May '10		83,288.31	289,795.12	201,210.95	72,734.19
June '10		39,982.95	186,712.67	204,108.53	130,113.00
July '10		14,335.43	449,591.97	466,193.73	161,050.19
Aug '10		17,336.40	138,162.24	150,918.87	191,143.22
Sept '10		18,868.44	193,064.19	214,782.75	231,730.22
Oct '10		69,828.18	210,740.31	101,346.11	192,164.20
Nov '10		141,668.82	229,425.34	97,853.93	202,261.61
Dec '10		19,798.04	321,026.11	331,696.48	232,730.02
Jefferson EDGE Checkin	\$179,127.51				
January '10		\$47,750.00	\$450.00	(\$1,038.64)	\$225,388.87
February '10		29,500.00	8,478.90	25.66	246,435.63
March '10		80,000.00	26,362.89	(1,543.84)	298,528.90
April '10		4,750.00	4,603.72	18,457.43	317,132.61
May '10		35,035.73	19,814.33	(1,059.88)	331,294.13
June '10		56,500.00	14,650.91	(839.82)	372,303.40
July '10		17,500.00	4,068.80	(1,046.44)	384,688.16
Aug '10		0.00	15,945.66	(1,047.38)	367,695.12
Sept '10		4,750.00	1,275.80	(1,047.52)	370,121.80
Oct '10		2,000.00	18,829.96	(100,713.02)	252,578.82
Nov '10		99,000.00	4,178.22	(1,061.98)	346,338.62
Dec '10		5,000.00	30,140.91	(1,050.76)	320,146.95
BRGL (I & II) Revenues	\$608,873.78				
January '10		\$0.00	\$8,796.51	\$0.00	\$600,077.27
February '10		0.00	8,896.96	0.00	591,180.31
March '10		0.00	9,731.92	0.00	581,448.39
April '10		0.00	8,593.69	0.00	572,854.70
May '10		0.00	8,550.43	0.00	564,304.27
June '10		0.00	9,286.31	0.00	555,017.96
July '10		0.00	8,984.37	0.00	546,033.59
Aug '10		0.00	9,108.66	0.00	536,924.93
Sept '10		0.00	8,353.11	0.00	528,571.82
Oct '10		0.00	8,418.19	0.00	520,153.63
Nov '10		0.00	7,295.63	0.00	512,858.00
Dec '10		0.00	8,258.61	0.00	504,599.39

JEDCO Bldg. Fund

* The JEDCO West Proceeds Checking Account was closed on 5/25/05 using the balance of the ac to purchase C.D.s at Capital One (previously Hibernia Bank) totaling in excess of \$427,000.00. A C.D.s purchased in 12/08 totaling \$500,000.00

Capitol One-Money Market			\$432,569.77
Chase-Money Market	201,564.58	37.61	201,602.19
Whitney-C.D-Closed 2/26/10			150,679.51
1st Bank&trust-C.D.-Closed 3/22/10			151,892.91
New Market Tax Credit			212,812.05
LBIA Grant			50,000.00
Overage transfer from FORJ per loan agreement			117,003.07
			<hr/>
Sub-Total			\$1,316,559.50
Less 125% Escrow Reserve (Mar., June, Sept., Dec. '10)			-87,590.25
Less purchase of Phone System			(27,852.45)
Less purchase of Computers, Software, Furniture			(306,501.20)
			<hr/>
Balance @11/30/10			\$894,615.60

INVESTMENTS: \$813,980.58

JEDCO Lamp

January '10	\$97.38	\$0.00	(\$100,000.00)	\$714,077.96
February '10	63.34	0.00	0.00	714,141.30
March '10	74.18	0.00	400,000.00	1,114,215.48
April '10	104.13	0.00	200,000.00	1,314,319.61
May '10	\$124.26	\$0.00	(\$200,000.00)	1,114,443.87
June '10	221.07	0.00	500,000.00	1,614,664.94
July '10	331.68	0.00	(150,000.00)	1,464,996.62
Aug '10	332.77	0.00	(150,000.00)	1,315,329.39
Sept '10	269.07	0.00	(150,000.00)	1,165,598.46
Oct '10	177.44	0.00	0.00	1,165,775.90
Nov '10	167.17	0.00	0.00	1,165,943.07
Dec '10	164.63	0.00	(250,000.00)	916,107.70