

**Public Works Bid**

**AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: Skip Magee  
\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Owner/Member of Magee Excavation & Development, LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-00133684, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B X \_\_\_\_\_ There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

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

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

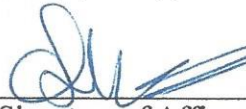
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

*[The remainder of this page is intentionally left blank.]*

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



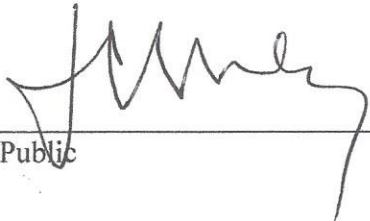
Signature of Affiant

Skip Magee

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 14 DAY OF June, 2021.



Notary Public

Printed Name of Notary

JOSEPH C. WILEY  
LA BAR ID #19829

Notary/Bar Roll Number MY COMMISSION IS FOR LIFE

My commission expires \_\_\_\_\_.





ARTICLES OF ORGANIZATION  
OF  
MAGEE EXCAVATION & DEVELOPMENT, L.L.C.

The undersigned, acting pursuant to the Louisiana Limited Liability Company Law, La. Rev. Stat. §12:1301 et seq., adopts the following Articles of Organization:

ARTICLE I  
NAME

The name of the limited liability company is Magee Excavation & Development, L.L.C. (hereinafter, "Company").

ARTICLE II  
PURPOSE

The purpose of the Company is to engage in any lawful activity for which limited liability companies may be formed under the Louisiana Limited Liability Company Law.

ARTICLE III  
MANAGEMENT

The Company shall be managed by its Member. The single member is Skip C. Magee.

ARTICLE IV  
TERM

The term of the company shall be perpetual.

ARTICLE V  
RELIANCE ON CERTIFICATE

Persons dealing with the LLC may rely upon a certificate of the certifying official named below to establish the membership of any member, the authenticity of any records of the LLC, including, without limitation, the operating agreement, or the authority of any person to act on behalf of the LLC, including, without limitation, the authority to take actions referred to in La. Rev. Stat. § 12:1318 (B). **Skip C. Magee** is hereby named authorized certifying official of the LLC, and may exercise the full authority granted by La. Rev. Stat. § 12:1305 (C) (5) without the need to obtain the written approval or certification of any other certifying official.

**ARTICLE VI**  
**OPERATING AGREEMENT**

The Operating Agreement for the Company and all amendments to it shall be in writing. In the event of a conflict between the Articles of Organization and the Operating Agreement, the Articles of Organization shall govern.

**MAGEE EXCAVATION & DEVELOPMENT, L.L.C.**

  
Skip C. Magee, Manager/Organizer

**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

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

**SKIP C. MAGEE**

to me known to be the person who signed the foregoing instrument as Organizer, and who, having been duly sworn, acknowledged and declared, in the presence of the undersigned witnesses, that she signed such instrument as her free act and deed for the purposes mentioned therein.

**IN WITNESS WHEREOF**, the appearer, witnesses and I have hereunto fixed our hands on this 14<sup>th</sup> day of July, 2006.

**WITNESSES:**

Lauren A. McDonald  
**LAUREN A. MCDONALD**

Skip C. Magee  
**SKIP C. MAGEE, Organizer**

Nedra Roper  
**NEDRA ROPER**

Cheryl I. Magee  
**CHERYL I. MAGEE, NOTARY PUBLIC**  
**(Bar Roll No. 25150)**



UNITED STATES OF AMERICA  
State of Louisiana  
Al Ater

SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Organization and Initial Report of

MAGEE EXCAVATION & DEVELOPMENT, L.L.C.

Domiciled at COVINGTON, LOUISIANA,

Was filed and recorded in this Office on July 18, 2006,

And all fees having been paid as required by law, the  
limited liability company is authorized to transact business  
in this State, subject to the restrictions imposed by law,  
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*  
July 18, 2006

*Al Ater*  
ATH 36228844K

*Secretary of State*







MAGEEXC-01

SWRIGHT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2021

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

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

<b>PRODUCER</b> Insurance Underwriters, Ltd. P. O. Box 6738 Metairie, LA 70009	<b>CONTACT NAME:</b> Sherri Wright		
	<b>PHONE (A/C, No, Ext):</b> (504) 883-2500 174	<b>FAX (A/C, No):</b> (504) 249-7471	
	<b>E-MAIL ADDRESS:</b> swright@iulins.com		
<b>INSURED</b> Magee Excavation & Development, LLC & Magee Builders LLC P.O. Box 245 Covington, LA 70434	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Indemnity of America</b>		<b>25666</b>
	<b>INSURER B : Travelers Property Casualty</b>		<b>25674</b>
	<b>INSURER C : AIG Specialty Ins. Co.</b>		<b>26883</b>
	<b>INSURER D : St Paul Surplus Lines Insurance Company</b>		<b>30481</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CO3P953730	12/12/2020	12/12/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input checked="" type="checkbox"/> Per Project/Loc Agg		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA3P954289	12/12/2020	12/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR			BE037471111	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 9,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Prod/Comp Ops \$ 9,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Professional Liab			41N34289	12/12/2020	12/12/2021	Aggregate 2,000,000
D	Pollution Liab			41N34289	12/12/2020	12/12/2021	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Policy forms included but not limited to holders when required by written contract subject to policy terms conditions and exclusions prior to any incident that could result in a claim: General Liability includes blanket: Primary Noncontributory, Additional Insured (Includes Products-Completed Operations) & Waiver of Subrogation. Auto Liability Symbol 1 Any Auto includes Blanket: Primary Noncontributory, Additional Insured, & Waiver of Subrogation.

COMPLETE CERTIFICATE HOLDER NAME: Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.

PROJECT: HOLMES BOULEVARD REHABILITATION TERRY PARKWAY TO BROWNING LANE PROJECT NO. 2017-044A-RBP BID NO. 50-00133684

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

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

AUTHORIZED REPRESENTATIVE



**ACORD. CERTIFICATE OF INSURANCE**DATE (MM/DD/YY)  
12/10/20**PRODUCER**

D R COMMERCIAL LINES  
OF BATON ROUGE, INC.  
PO BOX 5498 COVINGTON LA 70434  
800-875-5020 kwhite@drcl.net

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY  
**A** LC&I SIFCOMPANY  
**B**COMPANY  
**C**COMPANY  
**D****INSURED**

MAGEE EXCAVATION &  
DEVELOPMENT, LLC AND  
MAGEE BUILDERS LLC  
21664 HWY 40  
BUSH LA 70431

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	20620-20	12/12/20	12/12/21	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE - POLICY LIMIT \$1,000,000 DISEASE - EACH EMPLOYEE \$1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

EXCAVATION &amp; DRIVERS / CLERICAL / CONTRACTOR-PROJECT MANAGER

**CERTIFICATE HOLDER**

\*PROOF OF COVERAGE\*  
MAGEE EXCAVATION &  
DEVELOPMENT LLC AND  
MAGEE BUILDERS LLC  
21664 HWY 40, BUSH LA 70431  
\*REQUEST COI TO VERIFY COVERAGE\*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE