

SECTION 00300
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: West Baton Rouge Parish Government BID FOR: 2015 Asphalt Road Rehabilitation Program
P.O. Box 757
Port Allen, LA 70767

(Owner to provide name and address of owner)

PEC Project No. 11168.05

(Owner to provide name of project and other identifying information)

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: Professional Engineering Consultants Corp. and dated: March 2015

(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) NONE.

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:

Five Hundred Seventy-Five Thousand Nine Hundred Thirty-one Dollars (\$ 575,931.00)

ALTERNATES: For 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:

Not Applicable

Dollars (\$) N/A

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

Not Applicable

Dollars (\$) N/A

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

Not Applicable

Dollars (\$) N/A

NAME OF BIDDER: F.G. Sullivan, Jr. Contractor, L.L.C.

ADDRESS OF BIDDER:

9313 South Chocoma Drive
Baton Rouge, LA. 70895

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

849

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

Thomas J. Tremblé

Stephen A. Strickland

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: MEMBERS

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **

Thomas J. Tremblé

DATE: April 15, 2015

* 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(B)5.

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: West Baton Rouge Parish Govt.

P.O. Box 757

Port Allen, LA 70767

(Owner to provide name and address of owner)

BID FOR: 2015 Asphalt Road Rehabilitation

Program

PEC Project No. 11168.05

(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.

BASE BID

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Asphaltic Concrete Wearing Course (Type 3 with AC-30)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	4,100	Tons	75.00	307,500.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Cold Planing Asphaltic Pavement (1.5" Depth) and Removal To Parish DPW			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	10,727	Square Yards	4.00	42,908.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Lime Treatment Type C, 10" Thick			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	2,655	Square Yard	5.00	13,275.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Lime (10% Volume)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	35	Tons	100.00	3,500.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — In-Place Cement Stabilized Base Course, 10" Thick			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	2,655	Square Yard	10.00	26,550.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Cement (10% Volume)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1,873	CWT	6.00	11,238.00
DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# — Grade, Shape, Compact and Asphalt Curing Membrane of Existing Limestone Base Course			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	6,285	Square Yard	1.00	6,285.00

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BID FOR: 2015 Asphalt Road Rehabilitation
Program

PEC Project No. 11168.05

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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 ■ Base Bid or □ Alt.# No. 57 Limestone For Shoulders				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	72	Cubic Yard	70.00	5,040.00
DESCRIPTION ■ Base Bid or □ Alt.# Fill Material For Shoulders				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	212	Cubic Yard	55.00	11,660.00
DESCRIPTION ■ Base Bid or □ Alt.# Asphaltic Concrete Pavement Patching (Type A)				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	950	Square Yard	75.00	71,250.00
DESCRIPTION ■ Base Bid or □ Alt.# Raise Water/Gas Valve Box				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	Each	100.00	100.00
DESCRIPTION ■ Base Bid or □ Alt.# Raise Sewer Manhole				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	10	Each	150.00	1,500.00
DESCRIPTION ■ Base Bid or □ Alt.# Yellow Raised Reflectorized Pavement Markers				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	185	Each	6.00	1,110.00
DESCRIPTION ■ Base Bid or □ Alt.# Blue Raised Reflectorized Pavement Markers (At Fire Hydrants)				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	15	Each	6.00	90.00

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DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>90 mil, 4" Broken Line Thermoplastic Striping</u>				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	7,225	Linear Feet	1.00	7,225.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>90 mil, 24" Solid Line Thermoplastic Striping</u>				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	340	Linear Feet	5.00	1,700.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Construction Layout</u>				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17	1	Lump Sum	5,000.00	5,000.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Temporary Signs, Barricades, Barriers and Pavement Markings</u>				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18	1	Lump Sum	10,000.00	10,000.00
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Mobilization</u>				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	1	Lump Sum	50,000.00	50,000.00

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

SECTION 00410 -
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, F. G. Sullivan, Jr. Contractor, LLC
as PRINCIPAL, and Fidelity and Deposit Company of Maryland as SURETY, are hereby held and firmly bound unto
West Baton Rouge Parish Government as OWNER in the penal sum of Five Percent (5%)
of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. Signed, this 15th day of April, 2015.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to
West Baton Rouge Parish Government a certain BID, attached hereto and hereby made a part
hereof to enter into a CONTRACT in writing, for 2015 Asphalt Road Rehabilitation Program.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the
FORM OF CONTRACT attachment hereto properly completed in accordance with said BID and shall
furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons
performing labor and furnishing materials in connection therewith, and shall in all other respects
perform the AGREEMENT created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and
agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of
this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall
be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said
SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them
as are corporations have caused their corporate seals to be hereto affixed and to be signed by their proper officers, the
day and year first set forth above.

F. G. Sullivan, Jr. Contractor, LLC

Principal

F. G. Sullivan, Jr.

[Signature]

Witness

Fidelity and Deposit Company of Maryland

[Signature]

Witness

By:

[Signature]

Charles R. Landry, Attorney-in-Fact

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Countersignature

[Signature]
Charles R. Landry, LA Resident Agent

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of April, 20 15.



Thomas O. McClellan

Thomas O. McClellan, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert S. BROWN, William D. QUINLAN, Stephen J. GAFFNEY, Anthony J. KENNEDY, Austin D. GAFFNEY and Charles R. LANDRY, all of Baton Rouge, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Assistant Secretary
Eric D. Barnes

Geoffrey Delisio

Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 16th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said Corporation by authority of this governing body.

_____(Corporate Seal)

Title: _____

CERTIFICATE AS TO SURETY

I, CHARLES R. LANDRY, certify that I am the CHARLES R. LANDRY, ATTORNEY-IN-FACT, of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.



CHARLES R. LANDRY, ATTORNEY-IN-FACT

Power of Attorney for person signing for surety company must be attached to the bond.

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS OF
F. G. SULLIVAN, JR. CONTRACTOR, L.L.C.**

We, the undersigned, being all of the members of F. G. SULLIVAN, JR. CONTRACTOR, L.L.C., a Louisiana limited liability company (the "Company"), do hereby unanimously consent and agree to the adoption of the following resolutions, effectively immediately, on this 1st day of May, 2014:

WHEREAS, F. G. SULLIVAN, JR. was the sole member of the Company prior to his death on April 8, 2014;

WHEREAS, F. G. SULLIVAN, JR. and JOHNNIE PULLIAM SULLIVAN owned the Company as community property until the community was terminated on April 8, 2014 upon the death of F. G. SULLIVAN, JR.;

WHEREAS, the SUCCESSION OF F. G. SULLIVAN, JR. was opened in the 21st Judicial District Court for the Parish of Livingston, State of Louisiana, in Proceedings No. 15184, Section "A" (the "SUCCESSION");

WHEREAS, the SUCCESSION is represented herein through its four (4) duly appointed Independent Testamentary Co-Executors, namely, LARRY K. SULLIVAN, REGINALD H. PULLIAM, THOMAS JAMES TREUIL and GARY LANE SULLIVAN, SR., as evidenced by the Letters of Independent Co-Executorship issued by the Court on April 17, 2014, a certified copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, JOHNNIE PULLIAM SULLIVAN survived her husband as surviving spouse in community and is represented herein by her Agents and Attorneys-in-Fact, GARY LANE SULLIVAN, SR. and THOMAS JAMES TREUIL, pursuant to that certain Procuration and Power of Attorney attached hereto as **Exhibit "B"**;

NOW, THEREFORE, BE IT RESOLVED THAT: The SUCCESSION OF F. G. SULLIVAN, JR. and JOHNNIE PULLIAM SULLIVAN are hereby admitted as the Members of the Company.

RESOLVED FURTHER, that any two (2) of the following three (3) persons shall be authorized, for and on behalf of the Company, to execute on the Company's behalf, such bid or bids as the Company may submit in the normal course of its business:

GARY LANE SULLIVAN, SR.
THOMAS JAMES TREUIL
STEPHEN A. STRICKLAND

RESOLVED FURTHER, that the following two (2) persons, acting together, are authorized, empowered and directed to execute on behalf of the Company, such contracts, agreements, receipts, certificates, purchase orders, applications, reports, checks or other instruments or documents as they deem, in their discretion, necessary, appropriate and advisable in order to further the business of the Company and to fulfill the purposes of the foregoing resolution:

GARY LANE SULLIVAN, SR.
THOMAS JAMES TREUIL

RESOLVED FURTHER, that the foregoing resolutions shall remain in effect until revoked or amended by the Company and that the Company's secretary is authorized to certify that these resolutions remain in full force and effect, to serve as the occasion may require.

RESOLVED FURTHER, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of the resolutions are hereby ratified and approved.

The members consent and agree to the adoption of the foregoing resolutions by unanimous written consent without the necessity of a meeting.

Thus done and executed on the 1st day of May, 2014.

SUCCESSION OF F. G. SULLIVAN, JR.,
Member

By: *Frank Sullivan*
LARRY K. SULLIVAN
Independent Co-Executor

By: *W. H. Sullivan*
GARY LANE SULLIVAN, SR.
Independent Co-Executor

JOHNNIE PULLIAM SULLIVAN,
Member

By: *W. H. Sullivan*
GARY LANE SULLIVAN, SR.
Agent and Attorney-in-Fact

By: *Thomas J. Treuil*
THOMAS JAMES TREUIL
Agent and Attorney-in-Fact

By: *Reginald H. Pulliam*
REGINALD H. PULLIAM
Independent Co-Executor

By: *Thomas J. Treuil*
THOMAS JAMES TREUIL
Independent Co-Executor

INITIAL REPORT
OF
F. G. SULLIVAN, JR. CONTRACTOR, L.L.C.

In compliance with LSA R.S. 12:1305, this Limited Liability Company makes its initial report as follows:

1. Registered Office:

9313 South Choctaw Drive
Baton Rouge, LA 70815

Mailing address:

P. O. Box 15196
Baton Rouge, LA 70895

2. Name and Address of Registered Agent:

F. G. Sullivan, Jr.
9313 South Choctaw Drive
Baton Rouge, LA 70815

Mailing address:

P. O. Box 15196
Baton Rouge, LA 70895

3. Name and Address of First Member:

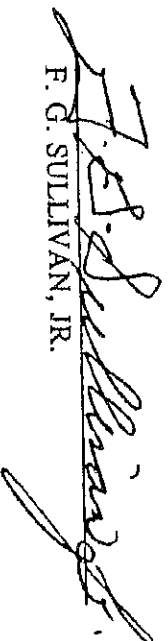
F. G. Sullivan, Jr.
9313 South Choctaw Drive
Baton Rouge, LA 70815

Mailing address:

P. O. Box 15196
Baton Rouge, LA 70895

Baton Rouge, Louisiana, this 26th day of November, 2001.

ORGANIZER:


F. G. SULLIVAN, JR.

AGENT'S AFFIDAVIT AND ACKNOWLEDGEMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent for and on behalf of F. G. SULLIVAN, JR. CONTRACTOR, L.L.C.


F. G. SULLIVAN, JR.
REGISTERED AGENT

Sworn to and subscribed before me this 28th day of November, 2001.



NOTARY PUBLIC

21ST JUDICIAL DISTRICT COURT FOR THE PARISH OF LIVINGSTON

STATE OF LOUISIANA

NO.

15184

DIVISION "

SECTION "A"

SUCCESSION OF FRANK G. SULLIVAN, JR.

FILED:

DEPUTY CLERK

LETTERS OF INDEPENDENT CO-EXECUTORSHIP

THIS IS TO CERTIFY THAT:

LARRY K. SULLIVAN, REGINALD H. PULLIAM,

THOMAS JAMES TREUIL and GARY LANE SULLIVAN, SR.

have been appointed Independent Testamentary Co-Executors of the Succession of FRANK G. SULLIVAN, JR., by the Honorable Wayne Ray Chutz of the 21st Judicial District Court for the Parish of Livingston, State of Louisiana, in accordance with Article 3396, *et. seq.*, of the Louisiana Code of Civil Procedure, and that they have qualified for the office by complying with all of the requirements of law relating thereto.

IN WITNESS WHEREOF, these Letters of Independent Co-Executorship are

issued in the name and under the seal of the Honorable Wayne Ray Chutz of the 21st Judicial District Court for the Parish of Livingston, State of Louisiana, at

Livingston, Louisiana, this 17th day of April, 2014.

DEPUTY CLERK

1196418.1

2014 APR 15 AM 11:51
CLERK OF COURT
PARISH OF LIVINGSTON
DEPUTY CLERK

21ST JUDICIAL DISTRICT
PARISH OF LIVINGSTON
STATE OF LOUISIANA
CLERK OF COURT
DEPUTY CLERK
1196418.1

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG: 386 BMDL: 12570
4/7/2014 1:29:43 PM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

GENERAL DURABLE POWER OF ATTORNEY

BE IT KNOWN, that on this 31 day of March, 2014, before me

CUSTOMER PROVIDED COPY FOR
SIGNED TRUST COPY
BY *[Signature]*
NOTARIZED AND RECORDED

Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses personally came and appeared, **JOHNNIE PULLIAM SULLIVAN**, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, hereinafter sometimes referred to as "Principal", who appoints **GARY L. SULLIVAN, SR.** and **THOMAS J. TREUIL**, jointly, or the survivor, hereinafter sometimes referred to as "Agent", to have the powers set forth in this instrument.

ARTICLE 1.
PROHIBITED POWERS

Notwithstanding the breadth of powers granted to my Agent in this Agency, my Agent shall not have or exercise any of the following powers:

- a. Life Insurance. Any power or incident of ownership over any policy insuring my Agent's life.
- b. Gifts. Any power or authority over any irrevocable trust created by my Agent, if I am a trustee or beneficiary of that trust. Nor shall my Agent have any power over any property my Agent may have donated to me.
- c. Powers. Any power or authority to appoint any of my property to my Agent, to my Agents estates, to my Agent's creditors, or to the creditors of my Agents estate. My Agent shall have no power or authority to disclaim any assets on my behalf if the result would cause them to pass directly or indirectly to my Agent or his/her heir or estate in any one calendar year. My Agent shall have no power or authority to discharge any of my Agent's legal obligations out of my property, including any obligation of support which my Agent may owe to others unless my Agent and I are equally obligated to render such support.

ARTICLE 2.
PROPERTY AND BUSINESS

"Property" means all of my interests in property whether movable, immovable, real, personal, corporeal or incorporeal, tangible, intangible and mixed, wherever located, however acquired, whether owned by me now or hereafter acquired by me or on my behalf by Agent or by third persons and Agent may do, perform, conduct, manage, and transact all of the affairs, business and concerns of Principal of every nature and kind, without any exception or reservation whatever. With regard to Property and without in any way limiting the powers granted to Agent by this instrument, Agent may:

- a. General Powers. Agent shall have all of the powers that may be conferred upon agents under applicable law. If a question should arise as to whether my Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agents, my Agent shall have those expanded powers.

- b. Additional Powers. Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:
- c. Deposit Funds and Instruments. To deposit all monies collected and received for account of Principal in any bank or banks, or to deposit drafts, bills of exchange, checks, acceptances and promissory notes or other obligations for collection in any bank or corporate institution.
- d. Withdraw Funds. To make checks and draw money out of any bank or banks, or corporate institutions, wherein the same may have been deposited in the name or for the account of Principal.
- e. Investments. To invest funds as Agent may think proper and best.
- f. Accounts. To establish or maintain accounts of all kinds (including checking and savings), for me with financial institutions, including banks, thrift institutions, brokerage firms, and credit unions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or upon which I or my Agent are authorized signatories (except accounts held by me in a fiduciary capacity), whether such account was established by me or for me by my Agent. To negotiate, endorse or transfer any checks or other instruments with respect to any account; to contract for any services rendered by any bank or other financial institution.
- g. U.S. Vouchers and Checks. To execute vouchers on Principal's behalf for any and all allowances and reimbursements properly payable by the United States and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasury of the United States.
- h. Purchases and Sales. To purchase, sell, exchange, partition or otherwise acquire and dispose of Property, at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner, and at such prices as my Agent may determine.
- i. Purchase of U.S. Government Bonds. My Agent may purchase U.S. Government Bonds redeemable at par in payment of federal estate taxes.
- j. Operation of Businesses; Changes in Corporate Structure. To continue to operate or participate in the operation of any of my business interests, so long as my Agent may deem it advisable, to change the nature of the business, or enlarge or diminish the scope of its activities, to dissolve or liquidate it, or to participate in any incorporation, change, merger, consolidation, reorganization, dissolution or liquidation. To participate in any plan of liquidation, reorganization, consolidation or merger involving any company or companies in which I have an interest or whose stock or other securities may be subjected to any plan of reorganization or with any protective committee and to delegate to such committee or others discretionary powers with relation thereto and to pay a proportionate part of the expenses of such committee or reorganization and any such assessments levied under such plan; to accept and retain new securities received by my Agent pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to such property; and to pay any amount or amounts of money my Agent may deem advisable.
- k. Options. To grant options affecting Property for such purposes and periods upon such

conditions, in such manner, and at such prices as my Agent may determine; to exercise them for such price and on such terms and conditions as my Agent may see fit.

- l. Servitudes and Easements. To create servitudes or easements on property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.
- m. Leases. To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions. To terminate leases, and give the necessary notices to vacate according to law.
- n. Oil, Gas and Other Minerals. To sell, leases, exchange, partition or otherwise alienate oil, gas or other minerals, mineral rights and interests therein, and the right to explore, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms or periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as my Agent may see fit, oil, gas and mineral leases and rights in and to oil, gas and other minerals either in acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling unitization, repreresentization, and any other type of agreement relating to the development, operation and conservation of mineral property.
- o. Partnerships. On my behalf, to become a partner in such partnerships as my Agent may see fit, whether as limited or general partner, or partner in commendum; to continue me or my Agent as partners in any partnership in which I may be a partner or possessed of the right to become a partner, to consent to the continuation of any partnership that might otherwise terminate even though the articles of partnership may not provide for continuation.
- p. Negotiable Instruments. To make, accept, draw and endorse promissory notes and bills of exchange in the name of Principal, and to bind the Principal by acknowledgment of debt, promise to pay and engagements of all kinds.
- q. Borrowing, Mortgages and Security Devices. To borrow money by obligation either unsecured or secured, in such amounts, for such terms, at such rates of interest or without interest, and in such manner as my Agent may think desirable to execute such documents as may in Agent's sole discretion be appropriate, including, but not limited to promissory notes, loan agreements, loan applications and other related or ancillary documents. To encumber, hypothecate, pledge, pawn, mortgage or grant a security interest in all or any part or parts of Property now belonging to Principal or hereafter acquired by him, located in the State of Louisiana or any other state of the United States of America, including, but not limited to the property which is my family home, to secure or partially secure any debt of Principal now owing or hereafter incurred; and to include in any such act of security, any or all such general security clauses and obligations as are customary, including, but not limited to, the insurance and acceleration clauses, the pact de non alienando, confession of judgment, waiver or any and all exemptions as might otherwise be allowed by law and to waive delays and notice.
- r. Guarantee Loans. To guarantee or endorse loans made from third parties to any partnership, bank or other corporate institution, or to any subsidiary or affiliate of any such partnership, bank or other corporate institution, in which Principal and/or Agent own a partnership interest or shares of capital stock.

- s. Cancellation of Mortgages. To consent to the erasure, release or cancellation of all mortgages and privilege inscriptions in favor of or against Principal.
- t. Lending. To make loans of Property to such persons, firms, partnerships, corporations, or political subdivisions, including businesses or business interests in which my Agent may be personally interested, for such purposes and for such periods, in such amounts and at such rates of interest, or at no interest, with or without security, and subject to such other terms as my Agent may determine.
- u. Exchanges. To exchange Property for other property or to give options to exchange Property upon such terms as my Agent may deem advisable.
- v. Demand and Settle Claims. To demand, take, sue for, and by all lawful ways and means to recover and receive from every person, firm or corporation whomsoever, all money, goods, debts, property and effects whatsoever as now or may hereafter be in the custody or possession of another, due or belonging to Principal in any fashion whatsoever, and, to that end, to adjust and settle all accounts, and to make and give good and sufficient discharges and acquittance.
- w. Possession and Retention of Property. To hold and retain Property in the form received so long as Agent deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable, whether or not such property is productive of income and even though it may not be prescribed or authorized by law. To take possession, and order the removal and shipment, of any of Principal's property from any post, station, warehouse, depot, dock, or other place of storage or safekeeping, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose.
- x. Improvements. To raze any buildings or other structures as my Agent may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings, structures or other property and to make any other kind of improvements, renovations and repairs as my Agent may deem proper to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any Property in the manner and to the extent my Agent may deem advisable.
- y. Creditors Meetings. To attend any and all meetings of creditors wherein Principal may be interested, and vote on all questions and cases that may be submitted at such meetings.
- z. Stockholders Meetings. To attend any and all meetings of the stockholders of any corporate institution and vote on all questions and cases that shall or may be submitted at such meetings, including, but not by way of limitation, liquidation of any corporation, to accept dividends in liquidation and to agree upon a method of liquidation.
- aa. Agents and Employees. To employ or retain such employees, agents and advisors as my Agent may deem necessary, to assist in performing any duties of my Agent, including, but by way of illustration only, investment advice, management advice, and for any other purposes my Agent considers advisable, and to make payment out Property.
- bb. Mutual Funds. To acquire and retain for as long a period as my Agent may see fit the shares, preferred or common, of investment companies, or investment trusts, whether of the open-end or closed-end type, and without notice to anyone, to participate in any common trust fund or pooled investment fund.

cc. Life Insurance. To insure the life of any other person on whose life I may have an insurable interest. Life insurance shall be in such amounts as my Agent may determine, and in such forms, as my Agent may deem wise, by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Proceeds of life insurance shall be made payable to any beneficiary or contingent beneficiary designated by my Agent. My Agent may elect any option provided by any policy. My Agent may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right of an owner of the policy.

dd. Custody and location of Property. To keep all or any part of the Property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as my Agent shall deem necessary or advisable and to have the power to hold securities in the names of nominees. To receive and attend to all shipments and consignments of product, goods, wares or merchandise, and to pursue the instructions relative thereto of the owners, shippers, or others interested therein.

ee. Retirement Plans. To create and contribute to an individual Retirement Account (IRA) or employee benefit plan (including self-employed plans) for my benefit; to select payment options under plans in which I participate, and to change options I have selected. To make and change beneficiary designations, to make voluntary contributions; to "roll-over" plan benefits into other retirement plans, and to borrow money and purchase assets from plans and to sell assets thereto, if authorized by any such plan.

ff. Safe-deposit Boxes. To contract with any institution for a safe-deposit box in my name. To have access to all safe-deposit boxes in my name or to which I am an authorized signatory (except in a fiduciary capacity) whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name. To add to and remove from the contents of any safe-deposit box and to terminate contracts for such boxes.

gg. Trust. To execute trust instruments on my behalf as settlor or co-settlor, whether or not I am a beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or to other trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely alienable. To serve as trustee of any other trust created by or for my benefit. To add my assets to any trust and to revoke or terminate any trust on my behalf. To withdraw or receive the income or principal and to request or demand such withdrawals of any trust.

hh. Fiduciary offices. To renounce any fiduciary office to which I may be appointed or elected including (but not limited to) executor, administrator, personal representative, trustee, tutor, curator, guardian, attorney in fact, or officer or director of a corporation. To render such accountings of my activities as may be required.

ii. Accept or Reject Successions. To accept or reject all successions falling to the Principal.

jj. Successions and Estates. To represent the Principal, whether as heir, legatee, creditor, executor or otherwise, in all successions or estates in which Principal may be interested.

kk. Administration of Successions and Estates. To apply for the administration of all successions and estates in which Principal may be interested, and to demand all orders, obtain all decrees and judgments that may be necessary, and to finally settle and liquidate the same; to sue for a partition and, if necessary, to renounce all successions in which the said

Principal may be interested.

ll. Taxation. To represent me in all tax matters including federal income, gift, estate and excise taxes, to prepare, sign, and file federal, state or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the U.S. Tax Court or other courts regarding tax matters, and all other tax-related documents, including consents and agreements under IRC 2032A, consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any other taxing authority. To exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for any period before any taxing authority. To engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent or assist me in connection with any tax matter involving or in any way related to me or any Property in which I have or may have any interest or responsibility.

mm. Gifts. To make gifts or other gratuitous transfers either outright or in trust (including the forgiveness of debt and the completion of any charitable pledge), to such persons or organizations as my Agent shall select.

nn. Support. To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses, education (including education at vocational and trade schools, special training provided at institutions for the mentally or physically handicapped, preparatory, undergraduate and graduate or professional study in any field at public or private universities, colleges or other institutions of higher learning), including payment for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institution, room and board, and a reasonable amount of spending money. If I have been legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

oo. Legal Procedures. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all judicial or administrative proceedings, actions, suits, hearings, attachments, or sequestrations involving me in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under circumstances causing the loss to be borne by me. To appear before all courts of law and equity, there to prosecute and defend, and to compromise, compound and agree by arbitration or otherwise, as Agent may in her discretion see fit; to apply for and obtain any writ of arrest, attachment, sequestration, injunction, prohibition, provisional seizure, mandamus, error, and generally, all process of law and appeal; give the requisite security and sign the necessary bonds in all the cases in which the same may be required by law.

pp. Miscellaneous Powers. And generally, for the full execution of the purposes aforesaid, Agent is authorized to do and perform, and to make, sign and execute, in the name of the Principal all acts and written instruments with all usual and customary clauses, that shall or may be required and necessary, and bind Principal thereby as firmly as if the same were, or had been, the Principal's own acts and deeds; and also, to do and perform all and every other act, matter and things whatsoever conducive to the interest of Principal, whether the same be an act of administration merely or any act of alienation, as shall or may be requisite and necessary, touching or concerning the affairs, business and concerns of Principal, as fully,

amply and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing were, or had been herein particularly stated, expressed and especially provided for, or as the Principal could or might do if personally present; all with full power of substitution and revocation.

qq. Powers of Attorney. To give such mandate or powers of attorney, general or special, with or without power of substitution, in connection with the exercise of powers granted to Agent by this act as my Agent may deem advisable.

rr. Ratification. Principal does hereby ratify and confirm all that Agent or Agent's substitute shall lawfully do, or cause to be done, by virtue of this act of procurator.

ARTICLE 3. INCIDENTAL POWERS

To enforce and exercise all of the powers granted in this document and to the extent I could act on my own behalf if capable, my Agent may:

- a. Proceedings. Institute or defend any lawsuit or administrative proceedings on my behalf.
- b. Advisors and Employees. Hire, compensate, instruct and discharge attorneys, accountants, appraisers, experts, consultants or other advisors, employees or independent contractors my Agent deems necessary.
- c. Modifications. Amend this document as may be necessary to exercise the powers granted herein.
- d. Correspondence. Open, read, respond to and redirect any written communications directed to me; represent me before any postal authority, messenger service, or information service for relevant matters.
- e. Important Documents. Disclose, copy or deny access to any documents; exercise my privilege of confidentiality and generally to care for and protect all information relevant to me, in any form.
- f. Pets. Provide continuing care for my pets or other animals owned by me or in my care and contract and pay for their welfare.

ARTICLE 4. THIRD PARTIES

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's acts or signatures with the same force and effect as though I were personally present and acting for myself. Accordingly:

- a. Notice of Amendment or Revocation. No person dealing with my Agent on my behalf shall be charged with knowledge of any amendment to this agency or its revocation until actual notice thereof is delivered to the third party. Any party dealing on the faith of this Power of Attorney as to any interest of Principal in real estate or immovable property shall be, in the absence of actual notice of death or revocation, entitled to conclusively presume that this Power of Attorney is effective and has not been revoked in any fashion, even by Principal's death, until notice of such death or revocation is

placed in the public records where conveyances or deeds pertaining to such real estate or immovable property are customarily filed.

- b. Reliance. Until they receive actual notice that this agency has been amended or revoked, third persons may assume that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my Agent shall be responsible for my Agent's proper application of funds or property.
- c. Information. Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

ARTICLE 5. MISCELLANEOUS PROVISIONS

- a. Expenses. My Agent shall be entitled to reimbursement for all costs and expenses reasonably incurred on my behalf, but shall not otherwise be entitled to compensation for services rendered.
- b. Nomination. I nominate my Agent to serve as my curator/curatrix, undercurator/undercuratrix, guardian, conservator and in any similar fiduciary capacity consonant with the powers granted in this agency. If not permitted to nominate my Agent, I nevertheless make the strongest recommendation that my Agent be qualified for all such offices. Likewise, I nominate my Agent as tutor/tutrix, under tutor/under tutrix or guardian of the person and property of my minor children, or if not permitted to nominate, I make a similar strong recommendation that my Agent be appointed.
- c. Release. I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make any property productive of income, to increase the value of my estate or to diversify my investments.
- d. Durability. This agency is "durable" and shall not be affected by Principal's subsequent incapacity, incompetency or physical or mental disability.
- e. Revocation, Removal, Amendment and Resignation. This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written resignation delivered to me or if I am incapacitated or interdicted, by delivery to any person with whom I am residing or who is responsible for my care.
- f. Other Powers of Attorney. This act is in addition to any other acts of mandate, procuration or powers of attorney previously given by me to the person named as Agent above or to any other person and is not intended to revoke or modify any prior act.
- g. Applicable Law. This instrument shall be governed by the laws of Louisiana.

- h. Titles. The titles, headings, and sub-headings in this instrument are for convenience only and are not intended in any way to limit the powers herein granted.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the date first above written before me, Notary, and in the presence of the undersigned competent witnesses.

WITNESSES:

Dorel Tomy
Print Name: Dorel Tomy

Johnnie Pulliam Sullivan
JOHNNIE PULLIAM SULLIVAN

Barbara Coleman
Print Name: Barbara Coleman

DA & MA

PHIL E. MILEY, Notary Public (LSBA # 9667)