

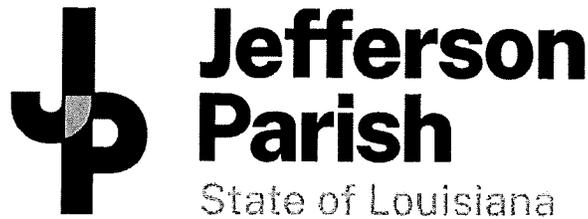


CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000144950 Furnish Labor, Materials and Equipment to Perform
Preventative Maintenance on all Three Brand Screens and Compactors
for the Jefferson Parish Department of Sewerage**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

01-May-2024 07:22:05 AM



Bid Number 50-00144950

Furnish Labor, Materials and Equipment to Perform Preventative Maintenance on all Three Brand Screens and Compactors for the Jefferson Parish Department of Sewerage

BID DUE: May 02, 2024 at 11:00 a.m.

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053**

**Purchasing Specialist Name: DONNA M EVANS
Purchasing Specialist Email: DMEVANS@jeffparish.net
Purchasing Specialist Phone: 504-364-2691**

DATE: 4/29/2024

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00144950

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

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
DMEVANS@jeffparish.net

Bids will be received until 11:00 AM, 5/02/2024 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year warranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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

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

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

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

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

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

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

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

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

ADDITIONAL REQUIREMENTS FOR THIS BID

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

10, 13

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-C conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DATE: 4/29/2024

BID NO.: 50-00144950

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

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

DATE: 4/29/2024

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00144950

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
DMEVANS

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

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

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

service

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

NA

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

NA

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

Acknowledge Receipt of Addenda: NUMBER: NA

NUMBER: _____

NUMBER: _____

NUMBER: _____

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

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME:	<u>Coastal Process, LLC</u>		
SIGNATURE: (Must be signed here)	<u>William T Burnett</u>	TITLE:	<u>municipal manager</u>
PRINT OR TYPE NAME:	<u>William T Burnett</u>		
ADDRESS:	<u>28750 James Chapel Rd N.</u>		
CITY, STATE:	<u>Holden, LA</u>	ZIP:	<u>70744</u>
TELEPHONE:	<u>225 567 3120</u>	FAX:	<u>() _____</u>
EMAIL ADDRESS:	<u>info@coastalprocess.net</u>		

TOTAL PRICE OF ALL BID ITEMS: \$ 7,570

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144950

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>FURNISH LABOR, MATERIALS AND EQUIPMENT RO PWEFORM PREVENTATIVE MAINTENANCE ON THREE BRAND SCREENS AND COMPACTORS AR EBWTP FOR JEFFERSON PARISH DEPARTMENT OF</p> <p>0001 - Have vendor provide materials and labor to inspect and service the following at the EBWWTP:</p> <p>Three (3) Screens, m/n HF99-72-237-6L Three (3) Compactors, m/n DCR-10UP-5S</p> <p>Contact Information</p> <p>Jefferson Parish Sewerage Department Attention: Kurt LeGlue No. 2 Humane Way Jefferson, LA 70123 (504)736-6299</p> <p>Vendor to perform necessary Preventative Maintenance on all three brand screens and compactors at the EBWWTP. These screens have been in service for over ten years and have had only minimal maintenance performed by plant staff. The screens are an intricate part of the treatment process removing all floatables and debris from entering the plant. If these screens were to breakdown or become inoperable this will compromise the plants' ability to properly screen debris. Having the screens and compactor serviced by the factory rep would ensure that the screens will work for years.</p>	\$ 7,570	\$ 7,570

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

Coastal Process, LLC

28750 James Chapel Road N
Holden, LA 70744



Quotation

Date	Quote #	REV
3/14/2024	2024-20437	0

Name / Address				Ship To		
Jefferson Parish Dept of Sewerage 1221 Elmwood Park Blvd Suite 803 Jefferson, LA 70123				Not Applicable - Service		
Terms		Rep	FOB		Quoted By	
Net 30		BJ	Shipping Pt		Lead Time	
					Jaci Rando	
					TBD	
#	Qty	Item	Part Number	Description	Price	Total
01	1	Misc-Hydro-Dyne		<p>David Toups dtoups@jeffparish.net 504-437-4820</p> <p>Equipment Reference: QTY (3) Screens – HF56-72-237-6L QTY (3) Compactors – DCR-10UP-5S</p> <p>On-Site Inspection and Service for (3) Screens and (3) Compactors (1) HDE Field Technician and (3) 8-hour days on-site</p> <p>Service Contract Options are also available: *3 Year Service Contract - \$15,430 *5 Year Service Contract - \$23,500</p> <p>Notes: - Availability will be provided at time of order. - Additional time onsite, if required, will be charged at \$1715 per day.</p>	7,570.00	7,570.00T

RETURNS: No returns or credits will be issued for non-returnable parts. Coastal Process, LLC applies a minimum 30% restocking fee to return stocked parts.				Subtotal \$7,570.00	
Coastal Process, LLC Standard Terms and Conditions Shall Apply- Credit Terms confirmed at time of order. Progress payments may apply.				Phone # 225-567-3120	
				Fax # 225-567-3805	
Please send any purchase orders to: orders@coastalprocess.net				E-mail info@coastalprocess.net	
				Web Site www.coastalprocess.net	
				Total \$7,570.00	



Date: 3/13/2024

Project Job #: 18740

Plant Name: Jefferson Parish – East Bank WWTP

Hydro-Dyne Engineering On-Site Inspection and Service

Hydro-Dyne Engineering is pleased to offer On-Site Inspection and Service for your HDE equipment. There is no better way to protect the investment you have in this equipment and your sensitive downstream processing equipment than to properly maintain your screening, compacting and collection equipment to factory specifications. Your decision to use Hydro-Dyne on-site factory service will ensure that the health of your equipment is our priority. Our service planner will add your facility to our service calendar and arrange any air travel, rental cars and accommodations needed for our field technician to provide you the best service in the industry.

Our field service technicians are all full-time factory trained and authorized technicians that also work on our factory floor. Their knowledge of your equipment is not limited only to maintenance and service. They have a great understanding of how it is built and the processes we use to make this the best equipment on the market. One of our factory trained field service technicians will be on-site at your facility to perform all the adjustments and tests that your specific Hydro-Dyne equipment requires to stay functioning at peak performance. As part of our after-service summary report we will provide you with our 1-year, 3-year, and 5-year service contract offerings, so we can continue to work with you to keep your Hydro-Dyne equipment running optimally.

Here is an itemization of the Hydro-Dyne equipment installed at your facility:

- Screens QTY 3 HF56-72-237-6L
- Compactors QTY 3 DCR-10UP-5S



On-Site inspection and service includes:

- Authorized service and repairs performed by our factory trained technician.
- All technician expenses including: air travel, rental car, meals and hotel expenses.
- A comprehensive after-service summary report of all work performed, a record of control settings upon arrival and departure, a list of any performance improvements offered, oil analysis reports, a description of any current repairs needed and a schedule of recommended daily, weekly and monthly maintenance.
- Each electric motor will be cleaned, greased when needed, and the bearings inspected for wear. The full load amp draw will be measured on each motor. This inspection allows us to verify the output horsepower of the motor and brings to light any unforeseen mechanical load problems. All wiring, switches, resets and connections will be inspected.
- All screen and compactor bearings will be inspected and greased as needed.
- All seals and gaskets will be inspected for integrity and leakage.
- The spray nozzles will be cleaned and inspected for wear or damage. The orifice size will be measured, and the spray pattern confirmed.
- The spray wash header will be inspected. All supply lines and connections will be inspected.
- The drive shaft, drive sprockets, pivot shafts, drive chains and guide links will all be inspected for integrity and wear.
- The frames, guide tracks and screen panels will all be inspected for integrity and wear.
- All current monitors, proximity switches, motion switches, speed sensors, solenoids, transducers will be inspected and adjusted as needed.
- The control panel, emergency stop button, circuit breakers, and timers will be inspected.
- The compactor auger, brushes, spray assembly, housings and bagging assembly (if supplied) will be inspected.
- Sediment filters, filter housings, strainers, wiper blades and discharge chutes will be inspected.
- All access panels will be removed to accommodate inspections and cleaning.
- Channel seals and lower screen frame and wear tracks will be inspected (channel will need to be drained by facility personnel during inspection and service call).
- Weather sealing, insulation, heat trace and climate protection equipment will be inspected and tested as needed.



LOCATION
28750 James Chapel Rd. North
Holden, Louisiana 70744

OFFICE
225.567.3120

ONLINE
www.coastalprocess.net

NOTICE OF POTENTIAL DELAY AND RESERVATION OF RIGHTS

March 27, 2020

Re: COVID-19 Pandemic

To Whom It May Concern:

We are all aware of the ongoing outbreak of the Coronavirus 2019 (COVID-19), which was recently declared a pandemic by the World Health Organization. Although the situation continues to evolve rapidly, Coastal Process remains fully committed to pursuing the completion of our work in a safe, diligent and reasonable manner under the current circumstances. We must recognize, however, there is a strong likelihood that we will encounter certain delays as a result of this pandemic.

We anticipate our work will be delayed and our productivity will be negatively impacted by the cumulative effect of this outbreak. Potential impacts may include, but are not limited to, labor shortages due to infection or quarantine as well as material shortages and significant delays in lead times as a result of factory closings across the globe. In addition, we are monitoring whether there will be a mandatory shut down. At this time, it is not possible to quantify the delay or compute the impact costs.

While this notice may seem premature, to the extent our contract requires that we furnish you written notice of any delays, please consider this correspondence to be our formal notice of likely delays to our performance through no fault of our own and that are beyond our control.

We will continue to keep your project representatives informed of these delays and their effect on overall job completion. We will diligently seek to minimize to the best of our ability, the effects of these delays on our work. Your cooperation in minimizing these impacts are appreciated as we work our way through this unprecedented event.

Sincerely yours,
Coastal Process LLC

Greg Tatum, Todd Burnett & Donald Barfield

Coastal Process, LLC (“Seller”)
TERMS AND CONDITIONS OF SALE AND SERVICE

1. *Complete Agreement.* These terms and conditions, with any other documents attached by Seller, are the sole and complete agreement between Buyer and Seller and supersede all prior oral and written understandings. Seller rejects those provisions of any previous order, purchase order, offer, or other communication from Buyer that are additional to or different from these terms and conditions. No purchase order, offer or other request by Buyer shall create any contract between Buyer and Seller unless accepted in writing, signed by an executive officer of Seller. Buyer accepts these terms and conditions by any statement, act, or course of conduct that constitutes acceptance under applicable law, including acceptance of delivery of the goods. Payment made by or on behalf of Buyer shall constitute Buyer’s acceptance of the goods, work, and services performed. No modification, alteration, or amendment of these terms and conditions or any additional or different terms shall be binding unless approved in writing and signed by an executive officer of Seller. Neither Seller’s delivery of the goods nor any other action at any time on the part of Seller shall constitute acceptance of any such additional or different terms and conditions.
2. *Prices.* All Seller quotations (including, but not limited to, price, availability and schedule) automatically expire thirty (30) days from the date of quotation, if not accepted by Buyer or otherwise cancelled by Seller prior to the expiration of the thirty (30) days. After expiration or other cancellation, prices are subject to change without notice. Unless a fixed price or specific rate is agreed upon in writing, Buyer shall pay for service work at the rates currently in effect at the time of performance. Service rates are subject to periodic adjustment without prior notice to Buyer.
3. *Claims, Liens, and Privileges.* Seller reserves all rights with respect to any and all applicable liens, privileges, security interests, and claims that may be asserted under and in accordance with the law in its capacity as a contractor, laborer, seller, lessor, material supplier, consultant, or otherwise on account of any service, goods or materials supplied and/or work performed. Seller’s acceptance of any partial payment shall not constitute a waiver of any lien rights or claims by Seller.
4. *Compliance with Laws.* Buyer warrants that it is currently, and shall remain, in compliance with all applicable federal, state, and local laws, rules, building codes, and regulations.
5. *Safety.* Seller shall take reasonable precautions to ensure the safety of its workers. However, Buyer shall provide Seller with safe ingress, egress, and work space, and shall indemnify and hold harmless Seller, and shall reimburse Seller for any loss or damage Seller may incur, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from any conditions on or about the jobsite.
6. *Indemnification.* Buyer shall indemnify, defend and hold harmless Seller, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from or in connection with: (i) the installation, operation, transportation, storage, use, or alteration by Buyer, its agents, employees, contractors, or subcontractors, of any equipment, goods, or materials supplied by Seller; (ii) any sole or concurrent negligence or willful misconduct of Buyer, its agents, employees, or contractors; or (iii) any failure by Buyer or its agents, employees, contractors, or subcontractors to comply with these Terms and Conditions and/or any applicable laws, rules, building codes, and regulations. Buyer further agrees that it will protect, indemnify, and save harmless Seller from any and all claims, demands, and causes of action arising, in whole or in part, out of acts or omissions of any employee, contractor or agent of Buyer.
7. *Entering Seller’s Premises.* If Buyer enters on or into Seller’s premises for any reason, Buyer shall comply with all directions, warnings, posted safety rules and other requirements of Seller.
8. *Insurance.* Buyer bears all risk of loss of or damage to goods or materials after delivery to the carrier FCA. Buyer shall provide and maintain adequate insurance to fully protect Seller for loss or damage by fire or other causes to the goods, equipment or materials during the time between delivery and final payment or acceptance, whichever is later. Loss or damage by fire or other causes to goods, equipment or materials during the time between delivery and final payment shall not relieve Buyer from its obligation to pay the purchase price in full. Buyer shall maintain insurance with coverage for property damage, loss of use, Workmen’s Compensation, Comprehensive General Liability, Contractual Liability, and Automobile Liability Insurance. Certificates confirming this insurance coverage shall be provided upon request.

9. *Payment and Credit Terms.* Unless different terms are expressly stated in the invoice or quote from Seller, payment in full for services rendered shall be made within thirty (30) days of invoice. Any different terms of payment for services are subject to the prior written approval of Seller's Credit Department.

For the purchase of goods and equipment, Seller may extend credit terms at its sole discretion. Absent approved credit, advance payment is required prior to shipping.

- a. With approved credit, payments are required for all orders of goods totaling \$50,000.00 or more, but below \$100,000.00, according to the following schedule: Fifty percent (50%) due at time of order, and fifty percent (50%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- b. With approved credit, payments are required for all orders of goods totaling \$100,000.00 or more according to the following schedule: Thirty percent (30%) due at time of order, fifty percent (50%) due at one-half shipment schedule, and twenty percent (20%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- c. Credit and payment terms for highly specialized equipment or equipment custom engineered by the manufacturer must be approved in writing in advance on a case-by-case basis.

Any and all payments not made within sixty (60) days of the due date shall accrue interest at Prime Rate plus two percent (2%) per annum. In addition, Buyer shall reimburse Seller for all costs incurred in collecting any sums due, including without limitation interest, attorneys' fees and court costs. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.

10. *Taxes and Permits.* Buyer shall pay Seller, in addition to the purchase price, the amount of all applicable sales, use, privilege, occupation, excise, and other taxes, federal, state, local, or foreign in connection with furnishing goods or services to Buyer. Buyer shall, at its own expense, secure any work permit, labor permit, or any other authorization which may be required to permit Seller to perform requested services. If special certification, pre-qualification or other examinations are provided or obtained by Seller, all cost incurred by Seller shall be reimbursed by Buyer. Any loss or delay of services pending the procurement of any such permit, authorization, certification, or examination shall be at Buyer's risk.
11. *Shipping.* Unless otherwise designated by Seller, in writing, point of shipment shall be FCA Seller's facility, and such delivery to carrier will constitute delivery to Buyer. Title and risk of loss of equipment shall pass to Buyer at point of shipment. Buyer shall pay Seller, in addition to the purchase price, freight charges which may be required in shipping equipment from the point of manufacture or storage to Buyer. If freight charges are included in the quotation, Buyer shall pay Seller, in addition to the purchase price, any transportation charges increase, either because of increased transportation rates or because of a change in the method of transportation.
12. *Shipping Dates.* The quoted shipment time herein is approximate and estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. Seller relies upon information supplied by manufacturers and will endeavor to maintain quoted shipment times but Seller will not be liable for any special, indirect, or consequential damages arising from delay in shipment, irrespective of the reason thereof.
13. *Inspection and Notification of Non-conforming Goods or Performances.* Buyer shall inspect all shipments within twenty-four (24) hours of arrival. Buyer shall notify Seller, in writing, of any shipments that do not conform to this Agreement. Buyer shall inspect all installations within twenty-four (24) hours of completion. Buyer shall notify Seller, in writing, of any installations that do not conform to this Agreement.

14. *Suspension and Cancellation.* Should Buyer elect to suspend any work or service, Seller shall be notified at least seven (7) days in advance of the suspension date and Seller shall be entitled to a price adjustment for reasonable expenses and delays resulting from such suspension. This Agreement cannot be cancelled or modified after Buyer's acceptance of the goods or after the goods or materials become Seller's work-in-process, whichever occurs first, unless Seller gives prior written consent. Buyer may request Seller's written consent to cancel an order, which may be granted in Seller's sole discretion and only upon written notice to Seller and payment of reasonable cancellation charges including actual administrative and other expenses, and a cancellation fee determined using the chart below based on the time elapsed between the order date and the cancellation date as a percentage of the time from the order date to the scheduled shipment date. The cancellation fee is a percentage of the total order value as follows:

Time	Fee
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

15. *Restocking.* No merchandise may be returned to Seller without Seller's written consent and shipping instructions first being provided by Seller. Upon Buyer's request to return merchandise, Buyer shall pay reasonable restocking charges to Seller, which will be determined by Seller and provided to Buyer upon Buyer's request.

16. *Limited Warranty and Exclusive Remedy.* As a distributor for various manufacturers, Seller is dependent upon representations and promises made by these manufacturers as to the quality of material, performance data, and delivery schedules of goods. Seller passes on to Buyer any warranties that may be available from the manufacturer of the goods involved. If there are no warranties from the manufacturer to pass on to Buyer, Seller only warrants items of original manufacture of Seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to Seller, and Seller or the manufacturer shall have the option to require the return of the defective good(s), transportation prepaid to establish the claim.

THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

THERE ARE NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR ANY PURPOSE NOR ANY AFFIRMATION OF FACTS OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION OF THE PRODUCTS BY THE MANUFACTURER.

This warranty shall be void and Seller shall have no responsibility to repair or replace defective or damaged products, equipment or component parts resulting directly or indirectly from (1) the use of repair or replacement parts not from manufacturer or approved by manufacturer, (2) Buyer's storage, installation, maintenance, use and operation of the products, equipment and goods sold, or (3) Buyer's failure to follow manufacturer's or Seller's written instructions, drawings and/or good engineering practice. Deterioration and wear occasioned by chemical and abrasive action or excessive heat, corrosion, erosion, and normal wear and tear shall not constitute defects. All costs of transportation of products claimed not to be warranted and of replacement products, both to and from Seller's or manufacturer's service facility, shall be borne to Buyer. The warranty provided under these terms does not cover or assure uninterrupted operation. Seller does not assume and disclaims any liability for damages caused by any delays in use due to warranty work.

The warranty provided herein does not apply to any components or equipment sold by others.

Seller warrants to Buyer that the services supplied will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services in the location where the services are performed. This warranty for services does not extend to equipment or parts manufactured or furnished by Seller. Such equipment or parts furnished by Seller shall be subject only to Seller's equipment or parts warranty as set forth above. Parts or components furnished, but not manufactured, by Seller are warranted only to the extent of the original manufacturer's warranty to Seller, and Seller shall have no responsibility for such warranty.

All services provided by Seller shall be promptly inspected and accepted by Buyer upon completion and prior to Seller's leaving Buyer's premises. At such time Buyer must assert in writing any obvious claims in connection with the work performed or such claims are waived.

All claims for defective services hereunder must be made in writing immediately upon discovery and, in any event, within ninety (90) days from the date of completion of said services. Defective work must be unmodified and held for Seller's inspection. Routine items such as but not limited to minor control adjustments, are not considered warrantable. Upon submission of a claim and substantiation thereof, Seller may, at its option, either (i) repair, re-perform or replace the defective work, including repair or replacement, FCA Seller's facility (as described herein) of any defective or damaged parts furnished by Seller in connection with such services upon return thereof, FCA Seller's facility, within the warranty period, or (ii) refund an equitable portion of the contract price. **THE FOREGOING SERVICE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. SELLER MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**

17. *Limitation of Liability.* Seller shall not be liable for any damage, personal injury, death, or delay caused by any defects in the good(s) or equipment sold. Buyer shall promptly inspect all goods and equipment upon delivery. Seller's liability to Buyer, except as to title, arising out of supplying the service, good(s) or equipment, or use of the good(s) or equipment, whether based upon warranty, contract, or negligence, shall be limited and shall not in any case exceed the cost of correcting defects in the good(s) or equipment or the purchase price, whichever is less. Upon expiration of the warranty period, all such liability shall terminate. Seller shall not be liable for any special, indirect, or consequential damages, under any circumstances. Buyer understands that Seller shall not be utilized by Buyer as a supervisor of Buyer's employees, subcontractors or agents. Seller shall not be responsible for any acts, omissions or workmanship of employees, contractors, subcontractors, or agents of Buyer or for their failure to follow the advice or instructions of the Seller, or for performing any work or giving any advice in respect to equipment supplied by Buyer or manufactured or supplied by others. Seller has no responsibility for the suitability of the installation site, the appropriateness and compatibility of the installation with respect to the remainder of Buyer's facility or the ability of Buyer's personnel to correctly adjust, operate and maintain Seller's products.
18. *Scope of Work and Changes.* It is recognized that the nature of service is such that changes in the scope of the service as originally contemplated may occur. Seller will undertake additional services upon request, but reserves the right to require Buyer to confirm in writing any extension of the services originally ordered. Seller shall be entitled, however, to rely upon oral orders, including instructions of Buyer's representative at the site. Any additional services performed by Seller shall be paid at Seller's standard service rates or as otherwise agreed to in writing between the parties.
19. *Commissioning Services.* Seller's services as relates to commissioning of equipment, are limited to assisting customer with the commissioning of only the equipment supplied by Seller, and does not include commissioning of Buyer's systems or facilities or the commissioning of any equipment supplied by others. Commissioning is limited to verifying that the equipment meets the required specifications and appears to be operating as designed. Seller is not the designer of the equipment or Buyer's systems, and Seller's services are not a safety audit or inspection of the design or use of any electrical, mechanical, or any other portions of the Buyer's facilities or systems. Seller is not reviewing the operations, processes, sequences, or any other aspects of Buyer's operations or its intended use of equipment. Seller is not assessing whether OSHA, MSHA, or any other safety standards apply or have been met regarding any of Buyer's facilities, systems, processes, operations or use of the equipment being commissioned.
20. *Assignment.* Buyer shall not assign this Agreement, or any part thereof, without Seller's prior written consent. Such consent shall not release Buyer from its obligations and liabilities under this Agreement.
21. *Confidential Information.* All pricing and payment terms of this Agreement are confidential and shall not be disclosed to others by Buyer, its agents, employees, or subcontractors without Seller's prior written consent.

22. *Default.* If Buyer breaches this Agreement or fails to perform any of its obligations under this Agreement, Seller may exercise any and all rights and remedies provided by law. Buyer shall pay Seller all reasonable costs of collection, including reasonable attorneys' fees, incurred by Seller in collecting any amounts owed by Buyer hereunder. The remedies reserved herein shall be cumulative and additional to any other remedies available by law or in equity.
23. *Waiver of Breach.* No waiver of or exception to any of the terms, conditions, or provisions contained in this Agreement shall be valid unless specifically agreed to in writing by Seller. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. No failure by Seller to exercise, or delay in exercising, any rights, remedies, powers, or privileges arising from this Agreement shall operate or be construed as a waiver thereof.
24. *Force Majeure.* Seller shall not be liable to Buyer for delays or failure to perform under this Agreement due to acts of God, acts of governmental authority, acts of terrorism, war, fires, floods, epidemics, public health emergencies, strikes, or causes or contingencies reasonably beyond Seller's control.
25. *Consequential Damages.* Buyer and Seller mutually waive any claims against each other for any consequential damage(s) that may occur due to a breach of this Agreement or otherwise.
26. *Relationship between the Parties.* Nothing contained herein shall be construed as creating any agency, partnership, employment, or fiduciary relationship between Buyer and Seller. Neither party shall have authority to bind the other party in any manner whatsoever.
27. *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications herein (each, a "Notice") shall be in writing and addressed to the parties at the addresses designated by the parties in writing. All Notices shall be delivered by electronic mail **and** nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. *Governing Law.* This Agreement and performance hereunder is to be construed according to the laws of the state of Louisiana, notwithstanding any conflicts of law provisions.
29. *Jurisdiction and Venue.* Buyer hereby irrevocably consents to the exclusive jurisdiction and venue of any court of proper jurisdiction located within the state of Louisiana in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.
30. *Severability.* If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of this Agreement, or invalidate or render unenforceable such term in any other jurisdiction.
31. *Captions and Headings.* The captions and headings of each section or subsection of this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.