

Bid Number <u>50–00147314</u>

# <u>Two (2) Year Contract for Labor, Materials and Equipment Necessary</u> <u>for Concrete Pavement, Lifting and Sealing of Various Drainage</u> <u>Structures for the Jefferson Parish Department of Public Works-</u> <u>Streets and all Jefferson Parish Agencies and Municipalities</u>

April 24, 2025 at 2:00 pm

## 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 by the bid due date and time.

> Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053 Buyer Name: Donna M Evans, Buyer II Buyer Email: <u>DONNA.EVANS@jeffparish.gov</u> Buyer Phone: 504-364-2691

DATE: 3/19/2025

BID NO.: 50-00147314

#### INVITATION TO BID THIS IS NOT AN ORDER

#### JEFFERSON PARISH

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

PURCHASING SPECIALIST: DMEVANS@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 4/24/2025 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

#### LATE BIDS WILL NOT BE ACCEPTED

#### 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. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE AND MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

#### THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from http://www.jeffparish.gov/464/Purchasing 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.

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

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

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

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

#### Page: 1

#### DATE: 3/19/2025

#### BID NO.: 50-00147314

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

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

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

NOTE: A sample corporate resolution can be downloaded from our website http://www.jeffparish.gov/464/Purchasing or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website http://www.jeffparish.gov/464/Purchasing or you may provide your own document.

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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

PROTESTS: Only those vendors that 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.)

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

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

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

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

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. For purchases of labor and materials, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

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

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

## BID NO.: 50-00147314 INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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.

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

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

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

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are 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://www.jeffparish.gov/464/Purchasing.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at http://www.jeffparish.gov/464/Purchasing and clicking on Online Forms.

#### **ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

#### 2,3,4,5,6,7,10,11,12,13,14,17

PRE-BID CONFERENCE TO BE HELD AT: GENERAL GOVERNMENT BLDG 200 DERBIGNY ST 10:00 A.M. SUITE 4400 GRETNA, LA 70053 ON 4/04/2025

- All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
- 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 Building Permits. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Building Permits. 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 municipality, 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.

#### DATE: 3/19/2025

#### BID NO.: 50-00147314

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- 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.
- 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.
- 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. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Written approval for any deviation, must be submitted with your bid submission. 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 a requirements contract to be provided on an as needed basis. 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-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.

#### BID NO .: 50-00147314

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted 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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract, and every application for SICO 2-155.10.

#### LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00147314

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TO:	JEFFERSON PARISH PURCHASING DEPT 200 DERBIGNY ST. SUITE 4400 GRETNA, LA 70053 (Owner to provide name and address of owner)	BID FOR:	TWO YEAR CONTRACT FOR LABOR, MA AND EQUIPMENT NECESSARY FOR CON PAVEMENT, LIFTING AND SEALING O DRAINAGE STRUCTURES FOR THE JEF (Owner to provide name of project and other identifying information)
not re inspe to pe accor <i>(Own</i>	undersigned bidder hereby declares and represents that she/he; a) ecceived, relied on, or based his bid on any verbal instructions con ecced and is familiar with the project site, and hereby proposes to form, in a workmanlike manner, all work and services for the co rdance with the Bidding Documents prepared by:	trary to the Bidding I provide all labor, mat nstruction and compl and do respect of the following	ADDENDA: (Enter the number the Decimer has
<b>TOT</b> altern	AL BASE BID: For all work required by the Bidding Document nates) the sum of:	ts (including any and	all unit prices designated "Base Bid" * but not
			Dollars (\$)
altern	ERNATES: For any and all work required by the Bidding Docurates in the unit price description. nate No. 1 (Owner to provide description of alternate and state w	ments for Alternates	including any and all unit prices designated as
inter			
			Dollars (\$ )
Alter	nate No. 2 (Owner to provide description of alternate and state w		
			Dollars (\$ )
Alter	nate No. 3 (Owner to provide description of alternate and state w	hether add or deduct)	for the lump sum of:
			Dollars (\$)
NAM	E OF BIDDER:		
	2 01 2.2221.0		
	RESS OF BIDDER:		
	SIANA CONTRACTOR'S LICENSE NUMBER:		
TITL	E OF AUTHORIZED SIGNATORY OF BIDDER:		
SIGN	ATURE OF AUTHORIZED SIGNATORY OF BIDDER **:_		
	D:		
THE I UNIF	FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE ORM PUBLIC WORK BID FORM:	E SUBMISSION OF	THIS LOUISIANA

\* The <u>Unit Price Form</u> 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.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

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

#### Bid# 50-00147314

TO: JEFFERSON PARISH PURCHASING DEPT 200 DERBIGNY ST. S GRETNA, LA 70053 SUITE 4400 (Owner to provide name and address of owner)

#### TWO YEAR CONTRACT FOR LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR CONCRETE PAVEMENT, LIFTING AND SEALING OF VARIOUS DRAINAGE STRUCTURES FOR THE JEFFERSON

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

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:	X Base Bid Alt.#			NG THE VOID SPACE JUST BELOW THE BOTTOM OF THE YEAR CONTRACT FOR LABOR,
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0010	112,000.00	LB		

DESCRIPTION:	X Base Bid	0020 PAVEMENT LIN	TING (INCUDING	BASE MATERIAL	UP TO 3 FEET	IN THICKNESS)
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	a series and a series of	UNIT PRICE EXTENS	ION (Quantity times Unit Price)
0020	3,000.00	LB				

DESCRIPTION:	X Base Bid	0030 PAVEMENT IN THICKNESS)	LIFTING	(INCLUDING	BASE N	MATERIAL	GREATER	THAN	3	FEET	то	6 1	FEET
REF NO.	QUANTITY	UNIT OF MEASURE	EN ASSA	UNIT PRICE	11 A. A. A.	Sec. State	UNIT PRICE E	XTENSI	ON	Quantit	y time	s Un	it Price)
0030	1,000.00	LB									and an and a second second		

DESCRIPTION:	X Base Bid	0040 PAVEMENT LI IN THICKNESS)	FTING (INCLUDING	BASE MATERIAL	GREATER	THAN	6 F	'EET	то	10	FEET
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	1997 N A 182.91	UNIT PRICE E	XTENSI	ON (Q	uantity	/ time	s Unit	Price)
0040	300.00	LB									

DESCRIPTION:	X Base Bid Alt.#	0050 SEALING OF D (EXCLUDING DRAINA		RUCTURES (DEPTH FROM 0 TO 4 FEET)
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0050	500.00	LB		

DESCRIPTION:	X Base Bid Alt.#		DRAINAGE PIPE/STRUCTURES AGE BOX CULVERTS)	(DEPTH GREATER THAN	4 FEET TO 8 FEET)
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSIO	N (Quantity times Unit Price)
0060	400.00	LB			

DESCRIPTION:	X Base Bid	0070 SEALING OF D (EXCLUDING DRAINA	RAINAGE PIPE/STRUCTURES GE BOX CULVERTS)	(DEPTH GREATER	THAN 8	FEET	TO 12	FEET)
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EX	TENSION (	Quantity t	imes Uni	t Price)
0070	300.00	LB						

DESCRIPTION:	X Base Bid	0080 SEALING OF I	DRAINAGE BOX CULVERTS	(VARIOUS DEPTHS AND SIZES)
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0080	2,000.00	LB		

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.

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

Bid# 50-00147314

TO: JEFFERSON PARISH PURCHASING DEPT 200 DERBIGNY ST. S GRETNA, LA 70053 SUITE 4400 (Owner to provide name and address of owner)

#### TWO YEAR CONTRACT FOR LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR CONCRETE PAVEMENT, LIFTING AND SEALING OF VARIOUS DRAINAGE STRUCTURES FOR THE JEFFERSON

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

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	X Base Bid	0090 FLUSH TRUCK	ALONG WITH CAMERA/VII	DEO
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0090	20.00	DA		

ESCRIPTION:	Base Bid			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

ESCRIPTION: Alt.#	
REF NO. QUANTITY UNIT OF MEASURE	T PRICE UNIT PRICE EXTENSION (Quantity times Unit Price)

ESCRIPTION:	Base Bid			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

ESCRIPTION:	Base Bid			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

ESCRIPTION:	Base Bid			
REF NO.		UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION	Base Bid			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	Base Bid			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

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.

## **CONCRETE PAVEMENT LIFTING & SEALING OF DRAINAGE STRUCTURES**

#### **SCOPE:**

Labor, materials and equipment for concrete pavement lifting and sealing of various drainage structures utilizing high-density polyurethane, for the Jefferson Parish Department of Public Works – Streets Department and all Jefferson Parish agencies and municipalities.

## **CONTRACT TERM:**

The successful bidder shall be awarded the work for a period of two (2) years. The contract prices are firm during the entire two (2) year contract period.

#### **BONDS:**

SURETY BID BOND:	A surety bond in the amount of 5% is due with the bid submission.
PAYMENT BOND:	A payment bond in the amount of 50% of the contract amount is due at the signing of the formal contract.
<b>PERFORMANCE BOND:</b>	A performance bond in the amount of 50% of the contract amount is due at the signing of the formal contract.

## **CONTRACTOR'S LICENSE:**

A Louisiana State Contractor's License is required in the following category:

## EARTHWORK DRAINAGE AND LEVEES

## **PRE-BID CONFERENCE:**

A PRE-BID CONFERENCE will be held at <u>10:00 A.M. ON APRIL 04, 2025</u> in the PURCHASING DEPARTMENT, Suite 4400 JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053.

## **SPECIFICATIONS:**

## SPECIFICATION 1 – GENERAL:

#### **1.0 Polyurethane Material**

- 1.1 The material used for lifting pavements (including base material where applicable) and sealing all drainage structures shall be a two part, water blown, closed cell, high-density polyurethane system.
- 1.2 The material shall have a free rise minimum density of 3.0 lbs/cubic ft. (48 kilograms per cubic meter) and a minimum compressive strength of 40 PSI.
- 1.3 The material shall be a polyurethane-forming mixture, having water insoluble diluents, which permit the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane foam with improved dimensional stability properties. This formula and these characteristics must be certified by the chemical supplier prior to installation.
- 1.4 The high-density polyurethane formulation shall reach 90% of full compressive strength within 15 minutes from the time of installation.

#### 2.0 Testing and Data

- **2.1** All testing and data information related to the product and as required below shall be part of the bid document:
  - A. Material safety data sheets for all pertinent production material.
  - B. A certificate of compliance from the manufacturer of the polyurethane component materials to be used. The certification shall include the results of density and compressive strength analysis performed in accordance with ASTM D 1622 and ASTM D 1621 respectively.
  - C. A report from an industrial hygienist who has conducted a personnel review, production vehicle review, and typical job-site safety review of the contractor's implementation procedures involving the polyurethane component chemicals.
  - D. A test procedure for delivery of the contractor's polyurethane material in a simulated slab, with a report of actual performance, with regard to material spread, density, and compressive strength in both dry and wet conditions.
  - E. A copy of the contractor's employee safety manual specific to polyurethane pavement lifting and drainage structure sealing.

#### 3.0 Measurement and Payment

**3.1** Payment for all work done shall be determined by the project engineer and the contract.

The contractor shall be paid per pound of material installed based upon the contract unit price. Polyurethane material will be measured to the nearest pound as displayed by a certified flow meter. A mechanical stroke counter is not allowed as an acceptable method of measurement.

- **3.2** The quoted price and payment should include full compensation for furnishing all labor, supervision, materials, tools, equipment, traffic control, and incidentals for all work as called for in this specification, or as directed by the project engineer.
- **3.3** At the request of the inspector, all product delivery equipment in service should be capable to perform a product density test by dispensing a sample of the equipment's polyurethane material into a test cylinder of known volume. The sample's net weight and density result shall be witnessed by the inspector or the project engineer. The density must not be less than the requirement of Section 1.2 above.
- **3.4** The owner may test the contents and quality of the polyurethane at the owner's expense at any time.
- **3.5** Daily material usage should be attested by the inspector and the contractor and reported on a field production report.

#### 4.0 Traffic Control

**4.1** The contractor shall have a certified traffic control supervisor on-site for all work. All lane closures must meet the minimum requirements for equipment and layout as required by the MUTCD and Jefferson Parish Traffic Engineering Division (504) 736-6530. Contractor is responsible for all traffic control costs.

#### 5.0 Warranty of Product /Workmanship

**5.1** The contractor shall warranty all areas worked under items 0010-0040, Pavement Lifting (with or without base) against future settlement for a period of one (1) year.

The contractor shall also warranty all areas worked under item 0050 - 0080, Sealing of Drainage Pipe / Structures / Box Culverts against future settlement or further loss of surrounding soil material into the sealed drainage structure for a period of two (2) years.

If failure occurs in either instance, the contractor will perform repair work to the area at no charge.

#### 6.0 Night Work/Weekend Work

**6.1** Weekend work may be required in non-residential areas and heavily traveled major routes. In such an event contractor is required to perform the work at bid unit prices. Also, if contractor chooses to perform work in these areas during the night/weekend he shall obtain permission from the Director of Streets, prior to scheduling the work. All night work to commence between 7 P.M. and end before 7 A.M. There is no added compensation for occasional night work other than the bid unit prices.

#### **SPECIAL PROVISIONS**

#### THIS SPECIFICATION REFERS TO:

• Item No. 0010 - Pavement Lifting (via filling the void space just below the bottom of the slab, no base lifting)

#### A. Description

- 1. This work shall consist of lifting the pavement structure only (excluding any base material) and filling voids at locations as indicated on contract work orders or as directed by the project engineer, through implementation of the process described in Section B below using polyurethane materials as described in Section 1.0 of Specification 1 General above.
- 2. Contractor and on-site foreman shall have experience in lifting concrete pavement, utilizing the process described in Section B below and using polyurethane materials as described in Section 1.0 of Specification 1 General.
- **3.** The minimum contract work order shall be 300 pounds and encompass various locations in the parish.
- **4.** The contractor shall be able to respond within 24-hour notice with necessary equipment, materials, labor and supervision to perform work as described in Section A.1 immediately above at the request of the engineer.

#### **B.** Process

1. The contractor is to provide for all equipment, materials, labor, and supervision required for the work. The owner is to provide on-site inspection personnel and engineering oversight for any special project conditions and specific project objectives.

- 2. The contractor shall, at a minimum, provide the following equipment (at contractor's expense) for such projects:
  - a) Equipment capable of delivering the high-density polyurethane formulation to depths as required under the pavements and controlling the volume of installed material along with the rate and magnitude of pavement lifting, if required.
  - **b)** Pressure and temperature control devices to assure and maintain proper temperature and proportionate mixing of the polyurethane component materials. All necessary electric generators, compressors, heaters, hoses, containers, valves, and gauges to efficiently conduct and control the project work.
  - c) Pneumatic and electric drills capable of efficiently drilling access holes no larger than 1 inch diameter through pavements up to 1.5 feet thick.
  - **d)** Suitable laser levels and/or dial indicator devices, used to ensure that the pavement is sufficiently lifted to an even plane and to the required elevation.
  - e) Product delivery equipment shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane installed at each location. The certified flow meter shall have a digital output in both pounds and gallons.
- **3.** A pavement profile from laser level readings or string lines shall be used to determine where the pavement needs to be lifted.
- 4. In the project area, a series of access holes no larger than 1 inch diameter should be drilled through the pavement. Care is to be taken to protect the pavement surrounding each access hole from damage.
- **5.** The material is to be delivered through the drilled access holes until all known or encountered voids under the pavement are filled. The rate and amount of material delivery should be determined by the contractor.
- 6. The contractor is responsible for any pavement blowouts or excessive pavement lifting which may occur as a result of his work and repairs are to be made to the subject to the satisfaction of the project engineer without additional cost.
- 7. Corrections to the grade of adjacent slabs, if necessary and as determined by the project engineer, should be made in the same manner that is required for pavement that is lifted. All lifted pavements must match the existing grade of adjacent slabs

that provide positive drainage. Final elevations should be within  $\frac{1}{4}$  inch of the required elevations as determined by the profile or the project engineer.

- 8. The contractor's method of product delivery should prevent leakage during installation and upon completion of the installation should not interfere with the pavement surface. Access holes should be filled to the pavement surface with polyurethane material and a non-shrink grout.
- **9.** At the end of each work shift, the work area shall be left in a clean, swept, and neat condition.
- **10.** Although some flow of the polyurethane material into the drainage system is normal, the contractor shall perform work so as to minimize the flow of polyurethane material into the drainage system. Contractor shall be responsible to remove excess material from the drainage system in which contractor is working. In this case, the contractor shall provide the equipment necessary to clean/flush the drain lines as needed at no additional cost to remove the excess material.
- **11.** The contractor shall be responsible to clean out any soils, rocks, or other obstructions that restrict the contractor from doing a quality job and as required to properly restore the drainage system.

## THIS SPECIFICATION REFERS TO:

- Item No. 0020 Pavement Lifting (including base material up to 3 feet in thickness)
- Item No. 0030 Pavement Lifting (including base material greater than 3 feet to 6 feet in thickness)
- Item No. 0040 Pavement Lifting (including base material greater than 6 feet to 10 feet in thickness)

## A. Description

- 1. This work shall consist of pavement lifting (including base material of various depths) from the bottom surface of existing cementitious and asphalt pavement to lift the base and pavement at locations as indicated on contract work orders or as directed by the project engineer, through implementation of the process described in Section B below using polyurethane materials as described in Section 1.0 of Specification 1 General above.
- 2. The contractor and on-site foreman shall have experience in lifting concrete pavement, utilizing the process described in Section B below and using polyurethane materials as described in Section 1.0 of Specification 1 General.
- **3.** The minimum contract work order shall be 300 pounds and encompass various locations in the parish.

4. The contractor shall be able to respond within 24-hour notice with necessary equipment, materials, labor and supervision to perform work as described in Section A.1 immediately above at the request of the engineer.

#### **B.** Process

- 1. The contractor is to provide for all equipment, materials, labor and supervision required for the work. The owner will provide on-site inspection personnel and engineering oversight for any special project conditions and specific project objectives.
- 2. The contractor shall, at a minimum, provide the following equipment (at contractor's expense) for such projects:
  - a) Equipment capable of delivering the high-density polyurethane formulation to depths as required under the pavements, and controlling the volume of installed material along with the rate and magnitude of pavement lifting, if required.
  - **b)** Pressure and temperature control devices to assure and maintain proper temperature and proportionate mixing of the polyurethane component materials. All necessary electric generators, compressors, heaters, hoses, containers, valves, and gauges to efficiently conduct and control the project work.
  - c) Pneumatic and electric drills capable of efficiently drilling access holes no large than 1.5-inch diameter through pavements that typically range in thickness from 6 inches to 10 inches. However, due to settlement and asphalt maintenance overlays, some pavements can be up to 24 inches thick.
  - **d)** Suitable laser levels and/or dial indicator devices, used to ensure that the pavement is sufficiently lifted to an even plane and to the required elevation.
  - e) Product delivery equipment shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane installed at each location. The certified flow meter shall have a digital output in both pounds and gallons.
- **3.** A pavement profile from laser level readings or string lines shall be used to determine where the pavement needs to be lifted.
- 4. In the project area, a series of access holes no larger than 1.5 inches should be drilled at intervals (no closer than 2 ft.) through the pavement in the areas to be lifted. The exact location, spacing, and size of access holes along with depth of

product delivery shall be determined by the contractor and approved by the engineer. Care shall be taken to protect the pavement surrounding each access hole from damage.

- 5. The material is to be delivered through the drilled access holes until all known or encountered voids under the pavement are filled. The rate and amount of material delivery should be determined by the contractor.
- 6. The contractor is responsible for any pavement blowouts or excessive pavement lifting which may occur as a result of his work and repairs are to be made to the subject to the satisfaction of the project engineer without additional cost.
- 7. Corrections to the grade of adjacent slabs, if necessary and as determined by the project engineer, should be made in the same manner that is required for pavement that is lifted. All lifted pavements must match the existing grade of adjacent slabs that provide positive drainage. Final elevations should be within <sup>1</sup>/<sub>4</sub> inch of the required elevations as determined by the profile or the project engineer.
- 8. The contractor's method of product delivery should prevent leakage during installation and upon completion of the installation should not interfere with the pavement surface. Access holes should be filled to the pavement surface with polyurethane material and a non-shrink grout.
- 9. At the end of each work shift, the work area shall be left in a clean, swept, and neat condition.
- **10.** Although some flow of the polyurethane material into the drainage system is normal, the contractor shall perform work so as to minimize the flow of polyurethane material into the drainage system. Contractor shall be responsible to remove excess material from the drainage system in which contractor is working. In this case, the contractor shall provide the equipment necessary to clean/flush the drain lines as needed <u>at no additional cost</u> to remove the excess material.
- **11.** The contractor shall be responsible to clean out any soils, rocks, or other obstructions that restrict the contractor from doing a quality job and as required to properly restore the drainage system.

## THIS SPECIFICATION REFERS TO:

- Item No. 0050 Sealing of Drainage Pipe / Structures (depth from 0 to 4 feet) (excluding drainage box culverts)
- Item No. 0060 Sealing of Drainage Pipe / Structures (depth greater than 4 feet to 8 feet) (excluding drainage box culverts)
- Item No. 0070

Sealing of Drainage Pipe / Structures (depth greater than 8 feet to 12 feet) (excluding drainage box culverts)

- Item No. 0080 Sealing of Drainage Box Culverts (various depths and sizes)
  Item No. 0090
  - Flush Truck along with Camera/Video

#### A. Description

- This work shall consist of providing a positive encasement seal of drainage system pipes (i.e. joints, cracks, etc.), drainage structures (i.e. catch basins, drain inlets, manholes, etc.), and also any work required to seal leaks in drainage box culvert (primarily at construction joints) at locations as indicated on contract work orders or as directed by the project engineer, through implementation of the process described in Section B below using polyurethane materials as described in Section 1.0 of Specification 1 – General above.
- 2. The contractor and on-site foreman shall have experience in sealing drainage structures, utilizing the process described in Section B below and using polyurethane materials as described in Section 1.0 of Specification 1 General.
- **3.** The minimum contract work order shall be 300 pounds and encompass various locations in the parish.
- 4. The contractor shall be able to respond within 24-hour notice with necessary equipment, materials, labor and supervision to perform work as described in Section A.1 immediately above at the request of the engineer.

#### **B.** Process

- 1. The contractor is to provide for all equipment, materials, labor, and supervision required for the work. The owner will provide on-site inspection personnel and engineering oversight for any special project conditions and specific project objections.
- 2. The contractor shall, at a minimum, provide the following equipment (at contractor's expense) for such projects:
  - a) Equipment capable of delivering the high-density polyurethane formulation to depths as required under the pavements (and/or ground surface), and controlling the volume of installed material along with the rate and magnitude of pavement lifting, if required.
  - **b)** Pressure and temperature control devices to assure and maintain proper temperature and proportionate mixing of the polyurethane component materials. All necessary electric generators, compressors, heaters, hoses,

containers, valves, and gauges to efficiently conduct and control the project work.

- c) A drill capable of drilling access holes no large than 1.5-inch diameter through pavements that typically range in thickness from 6 inches to 10 inches. However, due to settlement and asphalt maintenance overlays, some pavements can be up to 24 inches thick.
- **d)** Equipment and resources necessary to deliver the product to depths up to 30 feet.
- e) Product delivery equipment shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane installed at each location. The certified flow meter shall have a digital output in both and gallons.
- **3.** In the project area, if applicable, a series of access holes no larger than 1.5 inches should be drilled at intervals (no closer than 2 ft.) through the pavement in the area where the drainage structure is to be sealed. The exact locations, spacing, and size of access holes along with depth of product delivery shall be determined by the contractor and approved by the engineer. Care shall be taken to protect the pavement surrounding each access hole from damage (where applicable).
- 4. The material is to be delivered through the drilled access holes (where applicable) until the drainage structure is properly sealed. The rate and amount of material delivery should be determined by the contractor.
- 5. The contractor is responsible for any pavement blowouts or excessive pavement / ground lifting which may occur as a result of his work and repairs are to be made to the subject to the satisfaction of the project engineer without additional cost.
- 6. The contractor's method of product delivery should prevent leakage during installation and upon completion of the installation should not interfere with the pavement surface. Access holes should be filled to the pavement surface with polyurethane material and a non-shrink grout.
- 7. At the end of each work shift, the work area shall be left in a clean, swept, and neat condition.
- 8. Although some flow of the polyurethane material into the drainage system is normal, the contractor shall perform work so as to minimize the flow of polyurethane material into the drainage system. Contractor shall be responsible to remove excess material from the drainage system in which contractor is working. Equipment necessary to clean/flush the drain lines, along with equipment to provide video inspection as needed, to ensure proper sealing of the drainage structure without blocking the flow will be paid separately under Item 0090. The interior of

the drain line shall be constantly monitored and recorded visually to ensure completeness of the seal and for the water jetting to remove excess HDP material from the pipe.

- **9.** The contractor shall provide a digital recording that should include both audio and video information that accurately reproduces the original picture and sound of the video inspection. The video inspection should include: starting and ending structures, address, date, time, footage, flow direction, pipe size, depth and etc.
- **10.** The contractor shall be responsible to clean out any soils, rocks, or other obstructions that restrict the contractor from doing a quality job and as required to properly restore the drainage system.

#### PUBLIC WORKS BID INSTRUCTIONS

#### A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category:

Earthwork Drainage and Levees

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of Jefferson Parish Ordinance No. 13574, as amended a copy of which may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053.

#### B. PROBABLE CONSTRUCTION RANGES AND PRICES

Range of the Probable Construction Co	ost for Base Bid:			
Range of the Probable Construction Cost for Alternate No. 1:				
Range of the Probable Construction Cos	st for Alternate No. 2:			
Range of the Probable Construction Cos	st for Alternate No. 3:			
Range of the Previous Contract Cap (Public Work Maintenance Contract):	C - \$500,000 - \$1,000,000			

The estimated cost range is for informational purposes only and may be subject to change. The bid prices received from bidders will be evaluated based on the actual estimate value, which will be read aloud at the time of bid opening, for award determination.

The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bidders may submit for products of equal quality, style, type and character, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

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

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

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 after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.

## C. METHODS OF BID SUBMISSION

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at no charge via Jefferson Parish's electronic procurement page by visiting <u>www.jeffparishbids.net</u>. Registration and use of this site are free to Jefferson Parish vendors. Additional instructions are included in the text box highlighting electronic procurement.

Only bids properly signed (see more below) will be accepted. NO LATE BIDS WILL BE ACCEPTED. The name of the bidder must be legibly shown. If the bidder is an individual, their name and address should be shown. If the bidder is an entity, the name of the person given the requisite authority to submit the bid on behalf of the entity shall be shown and the address of the entity's place of business should be shown.

Evidence of agency, corporate, limited liability or partnership authority of the person submitting and signing the bid is required for submission of bid. A copy of a corporate resolution or other signature authorization shall be required for submission of the bid. Failure to include a copy of the appropriate signature authorization will result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(B)(5). Photostatic or font signatures shall result in the bid being rejected. However, an electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a secured digital signature. A sample corporate resolution and sample certification of sole proprietorship can be downloaded from the Jefferson Parish Purchasing Department's website <u>Document Library |</u> Jefferson Parish, LA (jeffparish.gov), or you may provide your own document.

#### D. TIMELINES

## 1. Prior to the closing time for receipt of scheduled bids

A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the bidder or his duly authorized representative, is filed with the Parish prior to that time. When such a request is received, the bid will be returned to the bidder unopened. However, no bid can be modified, corrected or withdrawn after the time set for closing such bid, except as provided by LSA-R.S. 38:2214(C) & (D).

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

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to

his bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

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

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

#### 2. Post-closing time for receipt of scheduled bids

Except as where provided by law, bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Parish issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

The Parish of Jefferson reserves the right to cancel this contract for convenience by issuing a thirty (30) day written notice to contractor.

#### E. BID REVIEW AND AWARD

#### 1. Rejection of Bids

- a. Jefferson Parish may reject any and all bids for just cause in accordance with LA R.S. 38:2214(B). Just cause, for the purpose of the construction of public works, is defined, but is not limited to, the following circumstances:
  - (1) The public entity's unavailability of funds sufficient for the construction of the proposed public work.
  - (2) The failure of any bidder to submit a bid within an established threshold of the preconstruction estimates for that public work, as part of the bid specifications.
  - (3) A substantial change by the public entity prior to the award in the scope or design of the proposed public work.
  - (4) A determination by the public entity not to build the proposed public work within twelve months of the date for the public opening and reading of bids.
  - (5) The disqualification by the public entity of all bidders.

- b. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:
  - (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
  - (2) If affidavits included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
  - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
  - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
  - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.
  - (6) If the proposed bid security does not meet the requirements of Section J.
  - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
  - (8) The bid is not properly signed or the authority of the signature person submitting the bid is deemed insufficient or unacceptable.
  - (9) If the bidder does not possess the proper license(s) required as noted in the specifications.
  - (10) Any other reasons for rejection set forth by State or Parish laws, Ordinances or Resolutions.
- c. In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to China, North Korea and Vietnam, and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

## 2. Disqualification of Bids

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
  - Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
  - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
    - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
- iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
- (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
- (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
- (7) Failure to secure and/or maintain necessary licenses and/or permits;
- (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or failure to comply with or meet bid specifications and/or failure to be a responsible bidder.
- (9) A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

#### 3. Award of Contract

The award of the contract, if it be awarded, will be by the Parish to the lowest responsive and responsible bidder whose proposal shall have complied with all the bid requirements. The successful bidder will be notified via the e-Procurement site that his bid has been accepted. No contract shall be executed with any contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Parish.

Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the lowest responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

Preference will be given to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251-2261 for materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana, unless federal funding is directly spent by Jefferson Parish on this project.

The successful bidder shall execute the contract with the Parish in the form of the contract set forth in Resolution No. 141125 Standard General Conditions of the Construction Contract. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

**<u>PROTESTS</u>**: 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. 2-913 of the Jefferson Parish Code of Ordinances.)

Upon full execution of the contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows:

The work shall be substantially complete within 15 calendar days of the written notice to proceed and completed and shall be ready for final acceptance no more than 30 calendar days after substantial completion.

#### F. SALES TAX EXEMPTION

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 (Parish), 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). Parish will furnish to contractor a certificate form which certifies that Parish 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 Parish the amount of taxes not incurred.

## G. LIQUIDATED DAMAGES

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of  $\frac{n}{a}$  for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

In addition to, but not in lieu of the per diem liquidated damages, Parish shall also be entitled to recover from the contractor or the contractor's surety additional liquidated damages as detailed in Resolution No. 141125, as amended. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

(1)	Extended Architectural and/or Engineering Fees	<sub>\$</sub> n/a π/a /hour
(2)	Extended Resident Project Representative Fee	\$ <mark>n/a /hour</mark>
(3)	Extended Construction Management Fees	<sub>\$</sub> n/a
(4)	Extended Parish's Overhead and Personnel Expenses	\$ <mark>n/a /day</mark>
		/hour

(5) Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times.

Whenever contractor's work requires inspections in excess of the budgeted amount for inspection, the contractor shall reimburse the Parish for the additional costs incurred by the Parish attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

The reasonable budget for such inspections is \$\_\_\_\_\_\_. Resident Project Representative overtime rates shall be calculated at 1.2 times the hourly rate. The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with Louisiana Public Bid Law.

# H. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <a href="http://ethics.la.gov">http://ethics.la.gov</a> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

<u>Inspector General</u>: It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

<u>Conflicts of Interest</u>: Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

#### I. REQUIRED AFFIDAVITS

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without 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 prior to, or at 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.

The person submitting the bid, and whose authority to submit has been evidenced on the Corporate Resolution is the proper party to execute the **Public Works Bid Affidavit**.

# J. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to LA R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

No oral interpretation will be made to any bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications and shall be issued as authorized by LA-R.S. 38:2212(O).

All such addenda shall become a part of the contract documents. Failure of any bidder to receive any such interpretation shall not relieve any bidder from any obligation under his bid as submitted without modification.

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

All vendors submitting bids shall register as a Jefferson Parish vendor, if not already registered. Registration forms may be downloaded from <u>Vendor Information</u> | Jefferson Parish, LA (jeffparish.gov) and click 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.

Bidders must comply with all provisions of this Notice, the Standard General Conditions of the Construction Contract and any special conditions and specifications contained herein, all of which are made part of this bid proposal. Resolution No. 141125, as amended, will be considered a part of the bid whether attached or not. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at Document Library | Jefferson Parish, LA (jeffparish.gov) and clicking on online forms.

**Bid Security:** Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

When submitting online, bidders 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.

**<u>Performance Bond</u>**: A performance bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

**Payment Bond:** A payment bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

To the extent permitted by law, the bond requirements as set forth herein are waived insofar as Community Development Housing Rehabilitation Construction Contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's Office will omit the requirements in connection with Community Development Housing Rehabilitation Construction Contracts for single family, owner-occupied dwellings.

#### K. INSURANCE REQUIREMENTS

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 141125, 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 her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by- case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. <u>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.</u> 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 the 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 Parish of Jefferson, 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 Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it 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.

With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. 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 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

Limits of not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

## BUSINESS AUTOMOBILE LIABILITY

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. 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.

<u>UMBRELLA LIABILITY COVERAGE</u> - An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

## 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.

## L. INDEMNIFICATION

Bidder acknowledges that bidder recovered the cost of any required insurance in the contract price as required by LA R.S. 9:2780.1(I) and that bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that bidder has obtained.

## M. FAMILIARITY WITH LAWS AND ORDINANCES

Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, Parish/Municipal Ordinances, Resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

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

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

#### N. MISCELLANEOUS

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

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

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds, as applicable.

# **Bid Bond**

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.



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## **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF INCORPORATED, DULY NOTICED AND HELD ON A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT

, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

## SECRETARY-TREASURER

DATE

## Public Works Bid Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

#### **Public Works Bid**

#### AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

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

, (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized \_\_\_\_\_\_ of \_\_\_\_\_ (Entity),

the party who submitted a bid in response to Bid Number \_\_\_\_\_, to the Parish of

Jefferson.

Affiant further said:

Campaign Contribution Disclosures

## (Choose A or B, if option A is indicated please include the required

#### attachment):

Choice A	Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.
Choice B	there are NO campaign contributions made which would require

**Choice B** \_\_\_\_\_ there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

Updated: 02.27.2014

Affiant further said:

#### Debt Disclosures

# (Choose A or B, if option A is indicated please include the required

#### attachment):

- Choice A \_\_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.
   Choice B \_\_\_\_\_\_ There are <u>NO</u> debts which would require disclosure under Choice
- A of this section.

Affiant further said:

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

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

Affiant further said:

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

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

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

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

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

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

Affiant further said:

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

Signature of Affiant

Printed Name of Affiant

#### SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

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

R-1020 (4/12)



Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

Legal Name of Governmental Entity \_\_\_\_\_\_\_, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

	· · · · · · · · · · · · · · · · · · ·
Construction Project	Contract Number

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity			Name of Contractor		
Address			Address		
City	State	ZIP	City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.