



Bid Number 50-00147770

Two (2) Year Contract for Crack Sealing and Joint Repair on Concrete and Asphalt Roadways for the Jefferson Parish Department of Streets

BID DUE: July 8, 2025 AT 2:00 PM

ATTENTION VENDORS!!!

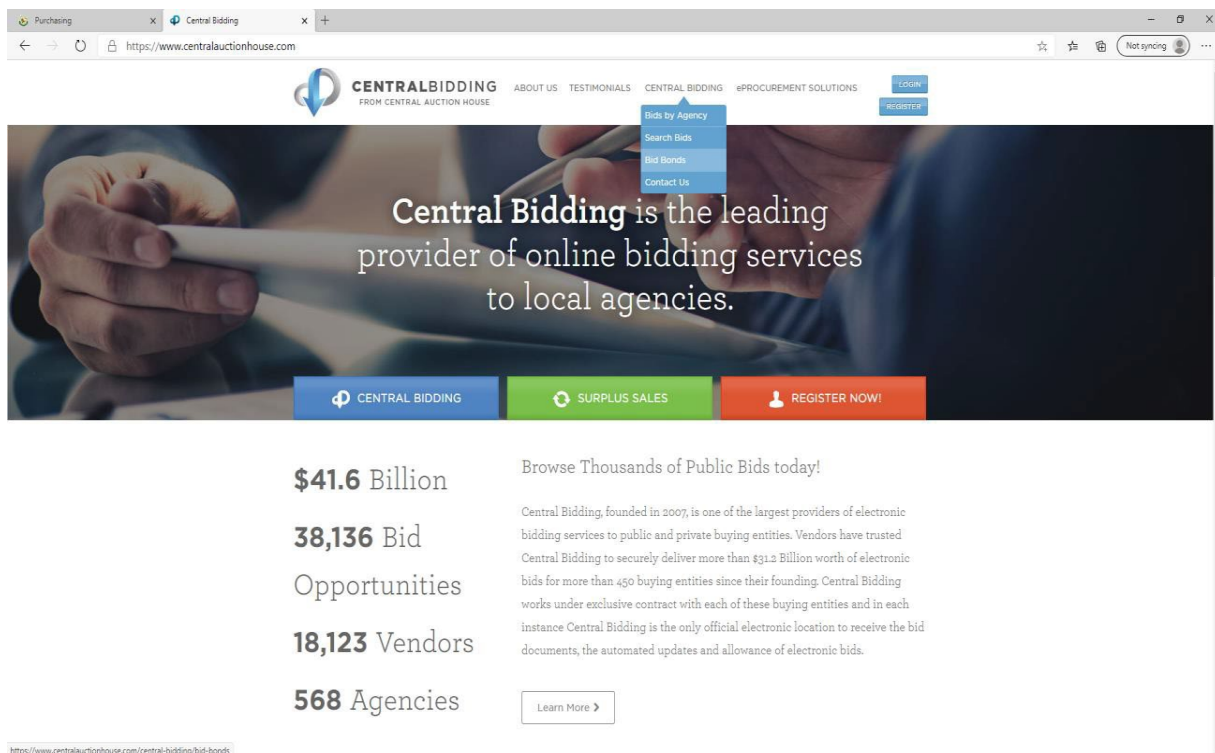
Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid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

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist: Sean Dumas
Email: Sean.Dumas@jeffparish.gov
Phone: 504-364-2808**

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at <https://www.centralbidding.com/bid-bonds/> 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.



The screenshot shows the Central Bidding website interface. The browser address bar displays <https://www.centralauctionhouse.com>. The website header includes the Central Bidding logo, navigation links (ABOUT US, TESTIMONIALS, CENTRAL BIDDING, #PROCUREMENT SOLUTIONS), and user options (LOGIN, REGISTER). A dropdown menu is open under the CENTRAL BIDDING link, showing options: Bids by Agency, Search Bids, Bid Bonds, and Contact Us. The main banner features a background image of hands holding a document, with the text: "Central Bidding is the leading provider of online bidding services to local agencies." Below the banner are three buttons: CENTRAL BIDDING, SURPLUS SALES, and REGISTER NOW!. The page content includes statistics: \$41.6 Billion, 38,136 Bid Opportunities, 18,123 Vendors, and 568 Agencies. A text block states: "Browse Thousands of Public Bids today!" and "Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Vendors have trusted Central Bidding to securely deliver more than \$31.2 Billion worth of electronic bids for more than 450 buying entities since their founding. Central Bidding works under exclusive contract with each of these buying entities and in each instance Central Bidding is the only official electronic location to receive the bid documents, the automated updates and allowance of electronic bids." A "Learn More" button is present at the bottom of this section. The footer shows the URL <https://www.centralauctionhouse.com/central-bidding/bid-bonds>.

CRACKSEALING / STRIPING

Two (2) year contract for cracksealing/joint repair in concrete and asphalt roadways along with striping for parking lots & roadways for the Jefferson Parish Department of Public Works – Streets. Jefferson Parish Streets Department will designate areas of East and West Jefferson where services will be performed.

LOUISIANA STATE CONTRACTOR'S LICENSE:

Vendor must have a Louisiana State Contractor's License in the Category of Highway, Street, and Bridge Construction.

Contractor's License Number is required on the outside of the envelope.

Failure to comply will result in the bid to be deemed non-responsive and rejected.

PRE-BID CONFERENCE:

A NON-MANDATORY PRE-BID CONFERENCE will be held at 9 a.m. on June 26, 2025, in the PURCHASING DEPARTMENT, Suite 4400 JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053.

BONDS:

Payment Bond: a payment bond in the amount of 50% of the contract amount and due at the signing of the contract.

Performance Bond: a performance bond in the amount of 50% of the contract amount and due at the signing of the contract.

Surety Bond: a surety bond in the amount of 5% of the bid amount is required at the time of bid submission.

QUANTITIES/INSPECTION:

Bidders must inspect the site and perform their own measurements in order to determine the proper quantity of materials and equipment required to complete each project. There will be no allowance for lack of knowledge of any existing conditions.

STANDARDS:

All work shall meet or exceed the following industry standard(s):

- Americans with Disability Act (ADA)
- National Fire Protection Agency (NFPA)
- American Society for Testing and Materials (ASTM International) D3405

BID SPECIFICATIONS:

- All materials shall be as specified or owner reviewed and approved equal.
- Any damage caused by this work will be the responsibility of the successful bidder to correct and return to the original conditions.
- Materials shall be installed as per all manufacturer guidelines and recommendations.
- The terms and conditions of Resolution 141125, as amended, will be considered a part of the bid whether attached or not. A copy may be obtained from the Office of the Parish Clerk, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEMS 0010 THRU 0040 (CRACKSEALING/JOINT REPAIR):

1.1 **JOINT SEALER:** Joint sealing materials shall comply with federal specification ASTM 3405 hot pour joint and crackfiller.

Crafco Roadsaver 222 sealant, or equal shall be, a single component, high quality hot-pour petroleum based pavement crack and joint sealant which is specially formulated to meet all requirements of ASTM D3405 and AASHTO M301. The sealant shall exceed requirements of ASTM D1190, AASHTO M173 and federal specification SS-S-164. Roadsaver 222, or equal shall be supplied in solid block form, which is easily melted when properly applied and will form a long lasting resilient seal, which is flexible and extensible at subzero temperatures and which resists tracking at hot summer temperatures. Roadsaver 222, or equal when melted, shall be applied to pavement cracks and joints using either pressure feed melter applicator units or pour pots. Specification limits for Roadsaver 222, or equal when tested shall conform with ASTM D3405 are:

TEST	ASTM D3405 SPEC. LIMITS
CONE PENETRATION, 77F	90 MAX.
FLOW, 140F	3MM MAX.
RESILIENCE, 77F	60% MIN.
BOND, -20F, 50% EXT.	PASS 3 CYCLES
BOND, OF, 100% EXT.	PASS 3 CYCLES
ASPHALT COMPATIBILITY	COMPATIBLE
RECOMMEND POUR TEMPERATURE	380F
SAFE HEATING TEMPERATURE	410F

The sealant supplier shall warrant that sealants meet applicable ASTM, AASHTO, federal or state specifications at time of shipment

1.2 JOINT & RANDOM CRACK PREPARATION: Joints and random cracks that are greater than 3/8" in width and equal to, or less than 1 & 1/2" width are to be cleaned of existing incompressibles, vegetation, silt and debris and all foreign matter. Joint and crack faces shall then be blown free of sand or water by way of compressed air or heat lancing prior to resealing. Blow pipe, bear claw, or heat lance must be equipped with a debris containment attachment to prevent property damage or personal injury due to flying rocks and debris.

1.2.1 Preparation equipment required. At the discretion of the engineer the following equipment is to be used and have readily available on a daily basis in order to achieve the proper "ready to seal" joint or crack.

- 185 Minimum CFM air compressor equipped with an oil and water trap.
- Heat lance equipment with adjustable volume and temperature control. 40' air and propane hose in protective spiral wrap, air/water filter, propane regulator with backcheck valve and gauge.
- Grazor crevice cleaner equipped with remote brush declutch. Variable position height adjustment system, 360 degree swiveling 5" dia. caster and 8" dia. full twist stainless steel wire wheel.
- Concrete router equipped with a minimum 11 hp. engine, versatile accepting carbide-tipped bits measuring 1/2", 5/8", 3/4" and 1" in diameter.
- Bearclaw crack cleaning tool equipped with adjustable depth claw, pipe handle and adjustable air jet blow off system.
- Crack how V shaped routing tool.
- Skid loader equipped with carbide plow bit rippers capable of accepting 1/2", 3/4" and 1" bits.
- Sandblast 300 pound pot equipped with 25' purifier air hose, air hood, 50' blasting hose, 50' dual control hose, dead man and adjustable sandblasting nozzle.
- Crackchaser equipped with a 25 hp engine, automatic blade depth control, capable of accepting 8" dia. X 1/2" and 3/8" diamond blades.

1.3 SEALING & EQUIPMENT REQUIREMENTS: The joint sealant compound shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. The heating kettle shall be an indirect heating type, constructed as a double boiler, with a capacity of 200 U.S. gallons minimum. A positive temperature control and mechanical agitator shall be provided. The sealant shall not be heated to more than 20 degree Fahrenheit within the safe heating temperature.

The safe heating temperature can be obtained from the manufacturer's shipping container. A direct connecting pressure type extruding device with nozzles shaped for insertion into the joint shall be provided. V squeegee excess material into cracks and joints when necessary.

Spray surface of sealant with a release agent like Glenzoi Z or Detack using a pump or sprayer to prevent tracking of sealant if roadway is opened to traffic before sealant is sufficiently cool and set. (Avoid tracking when necessary).

1.4 JOINT & CRACK PAYMENT: Payment will be made by the linear foot of material in place.

- The Cracksealing / Joint Repair portion of this contract has been divided into 4 separate line items (0010, 0020, 0030, & 0040) with varying ranges for footage of work to be completed. The Parish will attempt to issue multiple projects in a general area simultaneously, so as to make it more cost effective for the Contractor to complete the work. Though each individual project (Work Order) may be small and fall within a smaller range line item, it will be the sum of the footages of all the individual projects (Work Order) when issued simultaneously that will determine the price per foot for each work order. See the example below.

1. Work Order (W.O.) #1001 is issued for 500 feet of crack sealing
2. Work Order (W.O.) #1002 is issued for 800 feet of crack sealing
3. Work Order (W.O.) #1003 is issued for 1000 feet of crack sealing
4. Work Order (W.O.) #1004 is issued for 1800 feet of crack sealing
5. Work Order (W.O.) #1005 is issued for 2350 feet of crack sealing

If each of these work orders were issued individually, at separate times and in different areas throughout Jefferson Parish, then W.O. #1001, #1002 and #1003 would each be paid at the unit cost of Line Item 0010. W.O. #1004 would be paid at the unit cost of Line Item 0020. W.O. #1005 would be paid at the unit cost of Line Item 0030.

If only Work Orders #1002 & #1004 were issued at the same time in the same general area (i.e. same neighborhood with a maximum of 10 x 10 block area), then the total footage issued would be 2600 feet, and both of these 2 locations would be paid at the unit cost of Line Item 0030.

If all 5 of these Work Orders were issued at the same time in the same general area (i.e. same neighborhood with a maximum of 10 x 10 block area), then the total footage issued would be 6,450 feet, and all 5 locations would be paid at the unit cost of Line Item 0040.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEM 0050:

- 2.1 **SPALL AREAS:** Spall concrete areas measuring 2" wide or greater are to be filled with "UPM" cold patch, or equal. Tac coat emulsion shall be applied prior to filling. Cold patch to be compacted to surrounding grade.
- 2.2 **PREPARATION OF SPALL AREAS:** Remove loose concrete fragments and prepare as "See Section 1.2 and 1.2.1".
- 2.3 **SPALL PAYMENT:** Payment will be made by the linear foot of cold patch in place.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEMS 0060 & 0070:

All work pertaining to seal coat for jogging tracks and bicycle paths shall conform to Gem Seal, Inc., or equal, heavy duty pavement sealer and detailed application specifications. Any other alternate used shall be pre-approved.

3.1 Emulsified coal tar pavement sealer, Gem Seal TM, or equal shall conform to the following requirements:

3.1.1 Federal specification RP-355E, non volatiles (solids) shall be 51% + 1%.

3.1.2 The refined tar prior to emulsification shall conform to ASTM D-490, Grade RT-12. The refined tar shall be derived from high temperature coke oven tar. Oil and water gas tars shall not be used even though they might comply with ASTM D-490, Grade RT-12.

3.1.3 The **emulsion shall be produced using a colloid mill** to insure homogeneity and appropriate size of the particles in suspension.

3.1.4 The contractor and/or his supplier will provide a certification with each bulk emulsion delivery indicating compliance with the above requirements. Further, the certificate will indicate the non-volatiles (solids) content and ash content of that particular transport lot as determined by results of tests performed on material loaded. Such certifications shall be subject to verification by testing samples of the emulsion received for use on the project. Costs of verification testing should be done by the project administrators.

3.2 Dilution water shall be potable and free of excessive minerals and contaminants. Water will be provided by the project administrator and available within a reasonable distance from the job site.

3.3 Sand will be washed and graded silica sand, or crushed, washed and graded slag, free of all contaminants and conforming to the following gradation:

SIEVE SIZE	% PASSING
#8	100
#16	95-100
#30	63-93
#50	10-40
#100	0-10
#200	0-2

****NOTE:** Gradation outside these ranges may be used provided past history shows evidence of a durable surface. **

3.4 Latex additive compounds shall be Gem Seal Latex Modifier, or equal and conform to the following general specifications.

PRODUCT:	LATEX MODIFIER
CHEMICAL NAME:	ACRYLONITRILE-BUTADIENE

SOLIDS CONTENT:	40% MINIMUM
PARTICLE SIZE:	0.05 – 0.4 MICRONS
VISCOSITY, CPS:	85 MAXIMUM
SPECIFIC GRAVITY:	0.99, 0.98 ON RESIDUE

4. **EQUIPMENT:** All tools and equipment necessary to perform the contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, water distributors, power sweepers, blowers, barricades and applicator equipment shall be provided, as required, by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of the work shall be subject to approval by the project administrator before work is started and when found unsatisfactory will be corrected. All equipment will be in good working condition.

4.1 Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogenous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rate of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.

4.2 Motorized squeegee application equipment used on the job will have two or more devices, such as squeegees and/or drag broom assemblies to assure even distribution of the tar emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogenous mixing of the emulsion and required additives.

4.3 Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogenous mixing of the emulsion and required additives and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks or drop tankers shall be equipped with mechanical agitators sufficient to keep the coal tar emulsion homogenous during storage.

5. PREPARATION OF SURFACES, APPLIES TO 0010 - 0070:

- 5.1 Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions and construction procedures. Hot mix asphalt will usually cure in 30-90 days. Cold mix pavements should have at least 90 days to cure. Required cure time should be determined by the project administrator and a written order to proceed will be furnished to the contractor.
- 5.2 Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced. Extensive patching shall be allowed to cure prior to sealcoating in accordance with 5.1.
- 5.3 Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately $\frac{1}{4}$ - $\frac{3}{4}$ inch wide should be cleared of debris and filled with a Gem Seal approved crack sealant, or equal in accordance with manufacturer's specification. (Optional)
- 5.4 Remove oil and grease spots that have not permanently damaged or softened the pavement, by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch and then coating the spot with an approved oil spot primer such as Tar-Prime. If the oil spot is so severe as to cause permanent deterioration of the pavement or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with Paragraph 5.1.
- 5.5 Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive build-up of lines should be abraded before any prime coats of asphalt or tar emulsion are applied. (Optional)
- 5.6 Highly oxidized or weathered surfaces shall be primed. Prime with SS-1, SS-1h, CSS-1, CSS-1h asphalt emulsion or with Gem Seal tar prime coal tar emulsion, or equal. Asphalt emulsions shall be diluted on part asphalt emulsion to 5 parts potable water and uniformly applied to the pavement at a rate of 0.10+0.02 gallon per square yard. Tar prime shall be diluted one part tar primer to two parts water and applied at a rate of 0.07-0.10 gals. per square yard. The prime shall be allowed to cure for 24 hours before applying pavement sealer. (Optional)
- 5.7 Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves and any other foreign materials by sweeping, blowing, flushing with water, or any combination of the three.

6. MIX DESIGN & APPLICATION RATES

SPECIAL PROVISIONS:

JOB MIX FORMULA FOR ROUGH SURFACE (#0060)

Squeegee coat/1 spray coat (for moderate to heavy oxidized surfaces) application methods, rates and formulations of coaltar.

MIX APPLICATION	GAL. OF H2O/ GAL. OF EMULSION	LBS. OF SAND/ GAL. OF EMULSION	GAL. OF LATEX/ GAL. OF EMULSION	APPL. RATE GAL./SQYD
1 ST COAT SPRAY	.60	6	.06	.30-.35
2 ND COAT SPRAY	.40	2	.02	.15

JOB MIX FORMULA FOR SMOOTH SURFACE (#0070)

Two (2) spray coats (for new, smooth or lightly oxidized surfaces)

MIX APPLICATION	GAL. OF H2O/ GAL. OF EMULSION	LBS. OF SAND/ GAL. OF EMULSION	GAL. OF LATEX/ GAL. OF EMULSION	APPL. RATE GAL./SQYD
1 ST COAT SPRAY	.40	2	.02	.15
2 ND COAT SPRAY	.40	2	.02	.10

GAL. = GALLON

NOTE: 1. Sealcoating is not recommended for enclosed or permanently shaded parking areas such as underground parking garages.

2. Approximately 20 pounds of sand displaces 1 gallon of liquid.

WARNING: Sealcoats, when improperly applied and/or under certain environmental conditions may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 3 to 5 pounds of sand per gallon. **CAUTION MUST BE EXERCISED**, particularly when skid resistance is a major safety factor.

6.2 LATEX ADDITIVES: The latex additive will be added at the specified rate as indicated in the job mix formula +0.25%. Undiluted latex will first be diluted with an equal volume of water and added slowly to the emulsion after mix water and prior to the addition of any sand. Latex will be added while the mixer is in operation to assure uniform dispersion and no coagulation of the latex. Diluent water added to the latex will be considered part of the mix water required in Paragraph 6.1.

6.3 Sand will be slowly added after the mix water and any required latex additives have been dispersed into the tar emulsion. Again, the mixer will be in operation during the addition of the sand to assure uniform dispersion and to prevent overloading of the mixing device.

Additional amounts of water may be added, if necessary, should the tar emulsion system become too thick to be uniformly applied. Additional water will be added only after the project administrator has been notified and additions will not exceed those amounts expressly stipulated by the project administrator.

- 6.4 Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking, segregating, or hardening of the emulsion and no balling or lumping of the aggregate shall be permitted.
- 6.5 The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120 degree F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Fog spray shall dampen pavement without leaving puddles. (Optional)
- 6.6 Subsequent coats will be applied only after the previous coat is dried, preferably 24 hours later, but no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70 degrees F, sunshine and less than 60% relative humidity. Marginal conditions can require curing times greater than 24 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.
- 6.7 Sealer will not be applied unless the temperature is a minimum 50 degree F and rising and pavement temperature is 60 degrees F and rising. Work will be completed so that there is a minimum of two (2) hours of direct sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. **UNDER NO CIRCUMSTANCES** will work be performed under cold and/or wet conditions, nor will tar emulsion be used that has been subjected to freezing weather.

INCIDENTALS:

- 7.1 The contractor and project administrator will coordinate their activities with each other to insure the availability of the work area, so as not to delay the execution of the project, to maintain traffic flow and to minimize activities that might be detrimental to the work in progress, such as automatic sprinkler systems, other customer or construction traffic, etc.
- 7.2 The contractor will notify the project administrator of pavement areas that he feels have so deteriorated, or have other outside factors, such as poor drainage, improper construction, etc. that will render the application of a seal coat ineffective.
- 7.3 Striping will be done with a latex or acrylic paint, approved by the manufacturer. No striping will commence until the seal coat to be striped has cured for at least 24 hours.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEM 0080:

Asphalt or PCC Saw-Cut, per inch depth – Machine saw-cuts in concrete/asphalt shall be paid for by linear foot of cut for each inch of depth. The lengths and depths shall be pre-approved by parish representatives and measured in the field.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEM 0090:

Hex-top concrete wheel-stops – 6 feet long by 7.5 inch x 5 inch; wheel-stops to be installed with two #5 steel rods driven into ¾" o.d. hammer drilled holes in underlying slabs.

THE FOLLOWING SPECIFICATIONS WILL APPLY TO ITEM 0100 thru 0160:

- Design should not waver from existing layout.
- Paint shall be applied as per all manufacturer recommendations and guidelines.
- All areas shall be painted using Sherwin Williams® Hotline fast dry waterborne acrylic traffic paint.
- Parking lot striping, curbs, and ramp colors shall be painted brand colors listed below:
 - Areas to be painted Sherwin Williams® Hotline fast dry waterborne acrylic Zone Yellow:
 - Parking spaces
 - Curb marking
 - Directional symbols
 - Areas to be painted Sherwin Williams® Hotline fast dry waterborne acrylic Handicapped Zone Blue:
 - Handicapped spaces, handicap van accessible spaces, and handicap symbols.
 - Border around white ramp area at building entrance.
 - Areas to be painted Sherwin Williams® Hotline fast dry waterborne acrylic Zone White:
 - Handicap emblem inside the handicap blue square.
 - Ramp area at building entrance inside blue border.
 - Areas to be painted Sherwin Williams® Hotline fast dry waterborne acrylic Zone Red:
 - Fire Lane Curbing

HOURS OF WORK:

The work that is to be performed shall be scheduled during normal working hours 7:00 a.m. - 5:00 p.m., Monday through Friday. The main entrance to all buildings shall be accessible at all times during this project. The successful bidder may choose to work before or after normal working hours to provide a safe work environment at no extra charge to Jefferson Parish.

CLEANING AREA AND SAFETY:

Job site must be clean and free of all litter and debris caused by this work daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Storage of flammable materials will not be permitted on the premises. All flammable materials must be removed from the job site daily. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and other Parish officials.

PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED:

A Pre-Construction Conference shall be held between the successful bidder and the owner before any work commences.

No work shall be performed until the successful bidder receives a written "Notice to Proceed" to begin work, from the user Department.

SPECIAL PROVISIONS:

It is the sole responsibility of the contractor, at their expense and at no additional cost to Jefferson Parish to provide any and all traffic controls, flagmen, arrow boards, signs, etc., that may be needed when working on main thoroughfares and arteries.

If police officers are needed to provide traffic controls, it is the sole responsibility of the contractor, at their expense and at no additional cost to Jefferson Parish, to make the necessary arrangements.

Workorders for all non-residential streets and heavy traffic residential arteries require a ten (10) day notification to the Streets Department prior to startup of work.

Some heavy traffic thoroughfares and arteries may require after hours or night time scheduling. A fourteen (14) day notice must be given to the Streets Department by contractor prior to scheduling of any night, weekend, or after-hours work. There will be no overtime or pay differential allowed for this work.

General - 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 this chapter. 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 this chapter.

PUBLIC WORKS BID INSTRUCTIONS

A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category:

Highway, Street and Bridge Construction

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 Cost for Base Bid: \$0 - \$250,000

Range of the Probable Construction Cost for Alternate No. 1: _____

Range of the Probable Construction Cost for Alternate No. 2: _____

Range of the Probable Construction Cost for Alternate No. 3: _____

Range of the Previous Contract Cap \$0 - \$250,000

(Public Work Maintenance Contract): _____

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 www.jeffparishbids.net. 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 [Document Library | Jefferson Parish, LA \(jeffparish.gov\)](http://www.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):
- (1) 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

- 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.

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. 2-913 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 N/A 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 \$ 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 | \$ <u>N/A</u> /hour |
| (2) | Extended Resident Project Representative Fee | \$ <u>N/A</u> /hour |
| (3) | Extended Construction Management Fees | \$ <u>N/A</u> /day |
| (4) | Extended Parish's Overhead and Personnel Expenses | \$ <u>N/A</u> /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 \$ N/A. 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 <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

Inspector General: 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.

Conflicts of Interest: 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 [Vendor Information | Jefferson Parish, LA \(jeffparish.gov\)](http://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 \(jeffparish.gov\)](http://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.

Performance Bond: 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. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. **Failure to comply will cause 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.

UMBRELLA LIABILITY COVERAGE - 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(l) 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.

DATE: 6/11/2025
BID NO.: 50-00147770

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

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

PURCHASING SPECIALIST:
Sean.Dumas@jeffparish.gov

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 7/08/2025 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, 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.

Visit our website at [HTTP://WWW.JEFFPARISH.GOV/464/PURCHASING](http://WWW.JEFFPARISH.GOV/464/PURCHASING)

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).

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.

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

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(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.

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.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. 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.

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 or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

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

BID FOR: **TWO (2) YEAR CONTRACT FOR CRACK SEALING
 AND JOINT REPAIR ON CONCRETE AND
 ASPHALT ROADWAYS FOR THE JEFFERSON
 PARISH DEPARTMENT OF STREETS**

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Jefferson Parish Department of Streets

and dated: April 14, 2025

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$) _____

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

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

_____ Dollars (\$) _____

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

_____ Dollars (\$) _____

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

_____ Dollars (\$) _____

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA
 UNIFORM PUBLIC WORK BID FORM:**

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

** **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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00147770

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

**TWO (2) YEAR CONTRACT FOR CRACK SEALING
AND JOINT REPAIR ON CONCRETE AND
ASPHALT ROADWAYS FOR THE JEFFERSON
PARISH DEPARTMENT OF STREETS**

(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:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0010 CRACKSEALING/JOINT REPAIR (FOR WORK ORDERS ISSUED WITH A QUANTITY OF 1 - 1000 LINEAR FEET)
REF NO.	QUANTITY	UNIT OF MEASURE
	400.00	LF

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0020 CRACKSEALING/JOINT REPAIR (FOR WORK ORDERS ISSUED WITH A QUANTITY OF 1001 - 2000 LINEAR FEET)
REF NO.	QUANTITY	UNIT OF MEASURE
	1,000.00	LF

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0030 CRACKSEALING/JOINT REPAIR (FOR WORK ORDERS ISSUED WITH A QUANTITY OF 2001 - 3000 LINEAR FEET)
REF NO.	QUANTITY	UNIT OF MEASURE
	300.00	LF

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0040 CRACKSEALING/JOINT REPAIR (FOR WORK ORDERS ISSUED WITH A QUANTITY OF 3001 AND GREATER)
REF NO.	QUANTITY	UNIT OF MEASURE
	3,000.00	LF

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0050 UPM PATCH FOR SPALLS
REF NO.	QUANTITY	UNIT OF MEASURE
	100.00	LF

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0060 SEAL COAT FOR BIKE PATH AND JOGGING TRACK - ROUGH AGGREGATE (SURFACE)
REF NO.	QUANTITY	UNIT OF MEASURE
	300.00	SY

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0070 SEAL COAT FOR BIKE PATH AND JOGGING TRACK - SMOOTH AGGREGATE (SURFACE)
REF NO.	QUANTITY	UNIT OF MEASURE
	5,000.00	SY

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__	0080 ASPHALT OR PCC SAW-CUT, PER INCH DEPTH
REF NO.	QUANTITY	UNIT OF MEASURE
	400.00	LF

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# 50-00147770

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

**TWO (2) YEAR CONTRACT FOR CRACK SEALING
AND JOINT REPAIR ON CONCRETE AND
ASPHALT ROADWAYS FOR THE JEFFERSON
PARISH DEPARTMENT OF STREETS**
(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:	<input checked="" type="checkbox"/> Base Bid 0090 HEX-TOP CONCRETE WHEELSTOPS; DELIVERED AND INSTALLED <input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	20.00	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0100 PAINT WHEELSTOPS <input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	20.00	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0110 REPAINT EXISTING LINES OR NEW LINES WITH ONE COAT OF PAINT, 4 INCH TO 5 INC <input type="checkbox"/> Alt.#__ WIDE.			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	2,000.00	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0120 PAINT NEW LINES WITH TWO COATS OF PAINT, 4 INCH TO 5 INCH WIDE. <input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	750.00	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0130 PAINT A STOP BAR 10 INCH TO 12 INCH WIDE WITH TWO COATS OF PAINT. <input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	200.00	FT		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0140 PAINT HANDICAPPED SQUARE 4 FEET X 4 FEET SOLID COLOR AND ADD A WHEELCHAIR <input type="checkbox"/> Alt.#__ STENCIL PAINTED INSIDE THE SQUARE TO MEET ADA CODES.			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	15.00	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0150 PAINT LETTERING 12 INCH TO 24 INCH TALL - FOR EXAMPLE; "STOP" WITH TWO <input type="checkbox"/> Alt.#__ COATS OF PAINT PER LETTER.			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	50.00	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid 0160 PAINT ARROW 24 INCH TO 36 INCH TALL - WITH TWO COATS OF PAINT PER ARROW. <input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	35.00	EA		

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# 50-00147770

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

**TWO (2) YEAR CONTRACT FOR CRACK SEALING
AND JOINT REPAIR ON CONCRETE AND
ASPHALT ROADWAYS FOR THE JEFFERSON
PARISH DEPARTMENT OF STREETS**
(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:	<input checked="" type="checkbox"/> Base Bid	0170 LAYOUT CHARGE UNDER 40 PARKING SPACES INCLUDES HANDICAP SPACES IF	
	<input type="checkbox"/> Alt.#__	NECESSARY.	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	7.00	JOB	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0180 LAYOUT CHARGE OVER 40 PARKING SPACES INCLUDES HANDICAP SPACES IF	
	<input type="checkbox"/> Alt.#__	NECESSARY.	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	12.00	JOB	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0190 MOBILIZATION CHARGE ON SMALL JOBS UNDER \$1,000 PER JOB / WORK ORDER.	
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	15.00	JOB	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0200 ADDITIONAL MISCELLANEOUS STRIPING AS NEEDED.	
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	1,000.00	SQFT	

DESCRIPTION:	<input type="checkbox"/> Base Bid		
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE

DESCRIPTION:	<input type="checkbox"/> Base Bid		
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE

DESCRIPTION:	<input type="checkbox"/> Base Bid		
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE

DESCRIPTION:	<input type="checkbox"/> Base Bid		
	<input type="checkbox"/> Alt.#__		
REF NO.	QUANTITY	UNIT OF MEASURE	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.

Evidence of Authority Instructions

Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.

The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>.

Instruction sheet may be omitted when submitting.

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

Generic Bid Affidavit Instructions

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. 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.

The Affidavit MUST comply with the following requirements to be accepted.

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

Affidavits with the following WILL NOT be accepted.

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months will not be accepted.

Instruction sheet may be omitted when submitting the affidavit.

Generic Bid

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

_____ (Affiant) who after being duly sworn by me, deposed and
said that he/she is the fully authorized _____ of
_____ (Entity), who submitted a bid 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. 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 disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

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

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

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

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

Affiant further said:

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

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

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) 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 canceled, the awarded entity

3/25

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.

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) above.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME,
NOTARY PUBLIC ON THE _____ DAY
OF _____, 20_____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.



_____, 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.