

****** SPECIFICATIONS ******

**REMOVAL AND REPLACEMENT
OF
CONCRETE SIDEWALKS
(3 FT., 4 FT., & 5 FT. WIDE)
CONCRETE DRIVEWAYS
&
DAMAGED CONCRETE STREET SECTIONS
PARISHWIDE**

2014 ANNUAL CONTRACT

FOR:

**ST. JOHN THE BAPTIST PARISH
PUBLIC WORKS DEPARTMENT
1801 WEST AIRLINE HIGHWAY
LAPLACE, LOUISIANA 70068**

BY:

**ST. JOHN THE BAPTIST PARISH
PUBLIC WORKS DEPARTMENT**

OCTOBER 2013

ADVERTISEMENT FOR BIDS

Removal and Replacement of Concrete Sidewalks (3 FT., 4 FT., & 5 FT. Wide), Concrete Driveways & Damaged Concrete Street Sections Parishwide.

Sealed bids will be received by St. John the Baptist Parish until 2:45 p.m. on November 12, 2013. Bids may be delivered to the receptionist at the President's Office, in the Percy Hebert Building located at 1801 West Airline Hwy., LaPlace, LA. Construction will include concrete work, grading and earthwork, removal of old existing streets, and all appurtenances necessary to complete the work.

Contract will be awarded for a period from January 01, 2014 to December 31, 2014.

Bids will be opened and read aloud at 3:00 p.m. November 12, 2013 in the Joel S. McTopy Council Chambers of the Percy Hebert Building, 1801 W. Airline Hwy., LaPlace, LA.

Complete bidding documents may be obtained from:

C.J. Savoie Consulting Engineers, Inc.
P.O. Drawer R
Paincourtville, La 70391
985-369-2341

for a cost of **\$25.00** made payable to C. J. Savoie Consulting Engineers, Inc. Details may be viewed and electronic bids are being accepted @ www.centralbidding.com. All Bid Documents and specs may also be viewed at the Parish website, www.sjbparish.com. All bidders must show proof that he or she is licensed in the State of Louisiana for Building Construction or Highway, Street & Bridge Construction. **Contractor's license number must be on the face of the sealed envelope containing his bid. The envelope must be designated as "Sealed Bid – Removal and Replacement of Concrete Sidewalks (3 FT., 4 FT., & 5 FT. Wide), Concrete Driveways & Damaged Concrete Street Sections Parishwide".**

St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax. The vendor awarded the contract will be provided documentation to support their tax free purchase for this project. Therefore, the amount you bid should contain no sales tax.

The bid must be accompanied by a bid security equal to five percent (5%) of the base bid and must in the form of a certified check, cashier's check or bid bond written by a company licensed to do business in Louisiana. The successful bidder will be required to furnish a Performance Bond written by company licensed to do business in Louisiana, in the amount of \$25,000.00 to be held until December 31, 2014. Certificates of Insurance will also be required.

St. John the Baptist Parish reserves the right to accept or reject any and all bids and to waive any irregularities or informalities incidental thereto, and to accept any bid which the Council feels serves their best interest.

ST. JOHN THE BAPTIST PARISH

Publish:

October 16, 2013

October 23, 2013

October 30, 2013

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**SPECIFICATIONS
FOR
REMOVAL & REPLACEMENT
OF
CONCRETE SIDEWALKS
(3 FEET, 4 FEET, & 5 FEET WIDE)
CONCRETE DRIVEWAYS
&
DAMAGED CONCRETE STREET SECTIONS
PARISHWIDE**

I. SCOPE:

The St. John the Baptist Parish proposes to remove and replace damaged 3-foot, 4-foot, and 5-foot wide sidewalks, concrete driveways and damaged concrete street sections in the Parish. This work consists of first removing and disposing of the existing damaged concrete paved areas and then constructing with Portland Cement these concrete areas, in accordance with these specifications and also with the lines and grades as designated by the Parish. These concrete areas shall be bid on a per square yard basis to be placed at the locations within the Parish as determined by the Public Works Director or Utilities Director. The square yard unit price bid shall include all labor and materials for forming and placement of the concrete areas in the designated locations. Removal of old existing concrete, grading and earthwork shall also be bid on a unit price basis.

The "Bid" shall be based on a typical concrete section for purposes of comparing prices on an equal basis. The unit prices submitted on the proposal shall be binding for the remainder of this year ending on December 31, 2014.

The Contractor shall have one of the following State Licenses: **Building Construction** with sub-classification of Driveways, Parking Areas, etc., asphalt and/or concrete exclusive of highway and street work or **Highway, Street and Bridge Construction** with sub-classification of Driveways, Parking Areas, etc. asphalt and/or concrete as approved by the Louisiana State Contractors Licensing Board.

The Contractor shall submit a bid bond in the amount of five percent (5%) of his or her bid for these typical concrete sections. A \$25,000.00 performance bond, which is to be held until December 31, 2014, shall be submitted in the name of St. John the Baptist Parish, by the Contractor to whom the bid has been awarded to by the Parish Council. Each project to be completed shall be at the direction of either the Public Works Director or the Utilities Director by use of the Purchase Order (PO) system. A Purchase Order will be submitted to the Contractor with the included instructions defining the work to be completed and the area and limits of construction per the bid unit prices as designated in the Contractor's Bid Proposal. The Contractor shall be paid 100 percent

of the total price for each location in which the assigned work per purchase order has been completed and provided that all the work required at that location including dressing up and incidental "punch list" items have been completed and accepted by the Parish Public Works Department or Utilities Department. All submitted invoices shall be approved and signed by the Parish Public Works Director or his stated designee for each project. The Contractor shall warrant all projects for a period of one year beginning on the date in which the project was assigned by the St. John the Baptist Parish Administration.

All work shall be in accordance with the Specifications, the Contract Documents, the included Special and General Conditions and the Purchase Order instructions for each project. This work is being funded by the St. John the Baptist Parish Public Works and Utilities Departments as required.

II. PERMITS AND PRECAUTIONS:

- A. **Permits:** The owner will have the plans approved by the City and/or Parish, the Louisiana State Department of Health and Hospitals and the Louisiana State Department of Transportation and Development when such is required. The Contractor will be responsible for conforming with the requirements of these approvals.
- B. **Underground Utilities and Obstructions:** It is the Contractor's responsibility to locate any underground utilities or obstructions and not damage them. He shall be responsible for any damage done. Call LA-1 prior to digging or excavating at all locations.
- C. **Flow Drains, and Sewers Maintained:** Adequate provisions shall be made for flow of sewers, existing drain lines, water mains, gas lines, telephone cables, etc., encountered during construction, and the structures which may have been disturbed shall be satisfactorily restored upon completion of the work.
- D. **Property Protection and Traffic Control:** Trees, fences, shrubbery, poles, and all other property on adjoining private property shall be protected unless their removal is authorized and any property damaged shall be restored by the Contractor. Excavations and paving preparations shall be conducted in a manner to cause the least interruption to traffic. Where pedestrians must cross open trenches, the Contractor shall provide suitable trenches. All barricades and construction signs will be placed as shown on the plans and in accordance with the requirements as set forth in the Louisiana Department of Highway Specifications as last revised.

III. GRADING AND EARTHWORK:

A. General for Paved Areas:

Those proposed areas to be paved and requiring such shall be scraped of its existing surface by use of appropriate equipment and excavated down to the necessary grades for placement of forms. Any excavated spoils shall be loaded and transported to such nearby areas as determined by the Parish. Grading, placing of materials, and compacting shall conform to the surrounding areas as directed by the Parish Director of Public Works. This work shall be done in accordance with the requirements of Section 203 of the Standard Specifications for Road and Bridge Construction of the State of Louisiana Department of Transportation.

B. Compaction:

The backfill material shall be mechanically compacted to within ninety percent (90%) of the maximum density as determined by AASHTO T -180. "COMPACTION OF BACKFILL WITHIN DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF HIGHWAYS RIGHT-OF-WAY SHALL BE EQUAL TO OR EXCEED THE DENSITY OF THE SURROUNDING UNDISTURBED GROUND."

C. Weather Conditions:

No fill materials shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until the moisture content and density of the fill are as previously specified.

IV. SIDEWALKS:

The sidewalks shall be constructed in accordance with Section 706 of the Louisiana Standard Specifications of Roads and Bridges, as last revised and the concrete shall be in accordance with Section VI of these Specifications. The sidewalks shall vary in width which shall be determined by the Public Works Director. Payment for concrete walks shall be made on an actual square yard in-place basis.

V. DRIVEWAYS & STREETS:

Driveways and streets shall be constructed in accordance with the concrete requirements set forth in Section 706 of the Louisiana Standard Specifications for Roads and Bridges, as last revised, and in accordance with Section VI of these Specifications. Driveways and street sections shall vary in width, length, and thickness, which shall be determined by the Public Works Director. Saw cut edges for driveways and streets will be required. Payment for this pavement shall be made on an actual square yard in-place basis. Payment for saw cutting shall be by linear foot and removal shall be by the square yard.

VI CONCRETE:

A. Material and Mix:

All materials used for concrete and the design of all concrete mixed, shall conform with the recommendations of the American Concrete Institute (ACI 613-54). All concrete shall develop a twenty-eight (28) day compressive strength of 3000 psi. The contractor shall pay for the services of an independent testing laboratory, approved by the Engineer to design the mixes, take samples and test all concrete poured. If any should fail to meet the strength requirements, the structure shall be removed as necessary to remove defective concrete and shall then be rebuilt.

B. Forms:

Construct all forms accurately to the dimensions and lines shown and braced so as not to yield. All forms for contact with concrete shall have a smooth, dense surface (i.e. such as tempered masonite) without any flaws or imperfections. The alignment of the forms shall be checked frequently during the placing of concrete. If any movement occurs, stop the placing of concrete until the proper alignment is restored.

C. Reinforcement:

Bars shall be intermediate grade steel in accordance with ASTM Designates A 305-503. Welded wire mesh shall conform to ASTM, A 185.

All reinforcement shall be fabricated and placed in accordance with ACI 318063. Welded wire mesh shall be lapped 6-inches at all edges.

The Engineer shall be notified at least twenty-four (24) hours before the pouring of any concrete is to be started and such pouring shall not be started until reinforcement has been approved as placed.

D. Placing and Finishing:

The mixing, placing, and finishing of the concrete shall comply with ACI-614-59. All exposed concrete shall be given a light broom finish with no trowel marks remaining. No cement shall be dusted on the surface. All concrete shall be cured by coating with an approved curing membrane, or by keeping it wet for at least three (3) days after pouring. After the forms are stripped, all exposed form-surfaces of concrete shall be pointed as needed and rubbed to a uniform finish.

VII. CATCH BASIN (CONCRETE):

The existing concrete catch basin shall be removed and replaced in accordance with the lines, dimensions, and cross sections to match the existing basin unless otherwise designated by the Parish Public Works Department designee to modify from the existing. The concrete will conform to requirements as set forth in Section VI of these specifications. A 24-Inch square cast-iron grate shall be placed as openings, centered as shown on the existing basin. Use Vulcan VFG Series, Neenah, or an approved equal.

VIII. CLEAN-UP:

Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas including street crossings, grass plots to as good a condition as existed before work started. All trenches shall be leveled and loose material removed from pavement, gutters, and sidewalks, employing hand labor if necessary.

IX. BASIS OF PAYMENT:

Payment for each completed project shall be based on the unit price per each item in accordance with the Contractor's bid proposal and the Purchase Order submitted by the Parish to the Contractor. Careful estimates of the proposed unit prices required to complete each assigned project shall be submitted to the Parish for a Purchase Order to be prepared for each designated project. The Contractor shall complete the work in accordance with the set bid unit cost figures for labor, materials and equipment. The Contractor shall be paid according to the unit cost figures. If the Contractor is completing the project and the unit cost exceeds the Purchase Order amount, then the Contractor shall notify the Parish prior to the completion of the project.

The Contractor shall submit all partial pay invoices to the Public Works Department or Utilities Department as so designated, and upon approval, pay request shall be submitted to St. John the Baptist Parish Finance Department and payment made within thirty (30) days.

The Contractor shall warrant this project in writing against all defective materials and workmanship, hereinafter for a period of one (1) year from the time of assignment of the job by the Parish.

ATTACHMENT

RULE

Office of the Governor Division of Administration Office of Facility Planning and Control

Louisiana Uniform Public Work Bid Form (LAC 34:III.Chapter 3)

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:950 et seq.) and the provisions of RS 39:121, the Division of Administration, Facility Planning and Control has adopted a new Rule: LAC 34:III.Chapter 3, Louisiana Uniform Public Work Bid Form. This Rule is required by Acts 726 and 727 of the 2008 Regular Legislative Session and provides rules for their implementation as authorized by the Act.

Title 34

GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY CONTROL

Part III. Facility Planning and Control

Chapter 3. Louisiana Uniform Public Work Bid Form

§301. Name

A. The name of this document shall be the "Louisiana Uniform Public Work Bid Form" also referred to hereinafter as "Bid Form."

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§303. Authority

A. This form is prepared and issued in accordance with Acts 726 and 727 of the 2008 Regular Legislative Session.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§305. Purpose

A. The purpose of this rule shall be to provide for the more effective and efficient letting of public works contracts and to establish a uniform standardized bid form to facilitate this.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§307. Applicability

A. This rule shall apply to all state agencies and political subdivisions. The bid form shall require only the information necessary to determine the lowest bidder. With the exception of unit prices, all items on the Louisiana Uniform Public Works bid form shall be included for public works projects. No other information may be required from the bidder. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the bidding documents.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§309. Definitions

A. For the purposes of the Louisiana Uniform Public Works bid form the following terms shall have the stated meanings.

Alternate—a specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

Base Bid—the amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

Bid—a complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

Bidder—an entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

Bid Form—a form provided to the bidder on which to submit his bid.

Bid Security—a bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

Bidding Documents—documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

Owner—the public entity issuing the bid.

Public Entity—means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

Public Work—the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

Unit Price—the amount stated in a project bid representing the price per unit of materials and/or services.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§311. Alternates

A. Provide space for, give descriptive title to and arrange for alternates in the order of priority. A maximum of three alternates are allowed by state law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

§313. Unit Price Form

A. 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.

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

TO: St. John the Baptist Parish
1801 West Airline Hwy.
Laplace, Louisiana 70068
(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
Removal and Replacement of
Concrete Sidewalks & Concrete Driveways
(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.

**Bid Proposal
Typical Paving Areas
(Concrete Sidewalks & Driveways)**

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
I. 4-Inch Concrete Sidewalks Paving (w/ Wire Mesh [10 ga.] and 3/8" Diameter Dowels)	1,000	SY	\$ _____/SY	

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
II. 4-Inch Concrete Driveways Paving (w/ Wire Mesh [10 ga.] and 3/8" Diameter Dowels)	1,000	SY	\$ _____/SY	

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
III. 8-Inch Concrete Street Section Paving (w/1/2" Diameter Dowels @12" Centers)	1,000	SY	\$ _____/SY	

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IV. Install Typical Concrete Curb	1000	LF	\$ _____/LF	

DESCRIPTION:		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
V. Removal of Existing old 4-Inch Sidewalks & Driveways	2,000	SY	\$ _____/SY	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VI. Removal of Existing old 8-Inch (Typ.) Concrete St. Sec	1,000	SY	\$ _____/SY	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VII. Remove Typical Concrete Curb	1,000	LF	\$ _____/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VIII. Grading and Earthwork	500	SY	\$ _____/SY	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IX. Saw Cutting of Concrete	100	LF	\$ _____/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
X. Joint & Crack Filling of Concrete & Asphalt Cracks (Asphalt Emulsion)	100	LF	\$ _____/LF	

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
XI. Removal & Replacement of Typical 4 x 4 Concrete Catch Basins with 2 x 2 grate (cast iron)	10	EA	\$ _____/EA	

Total Bid Price\$ _____

(WRITE OUT)

The Work will not begin until after the contract is executed. The Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order from the Owner and shall fully complete all work hereunder within the **stated designated time period**. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that is made in pursuance of, and subject to all the terms and conditions of the Notice and Instruction to Bidders, the Construction Contracts, the Detailed Specifications, and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within ten (10) calendar days from the date when a written notice is mailed to said bidder at the address herein given, stating that the contracts have been awarded him and are ready for his signature.

SIGNED: _____

BY: _____

(Address)

DATE: _____

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 BIDDER:** _____

DATE: _____

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

**If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of a bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or R.S. 38:2212(O).

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Bidder/Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Bidder/Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United State or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of Saint John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Printed Name of Signatory

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (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)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S. 14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

**SAINT JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 2013.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
---	---

Corporate Resolution of:

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on _____ date

at _____ time

at _____ location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Therefore, it is resolved, that the corporation shall:

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

_____ Director signature	_____ Printed name	_____ Date
_____ Director signature	_____ Printed name	_____ Date
_____ Director signature	_____ Printed name	_____ Date
_____ Director signature	_____ Printed name	_____ Date
_____ Director signature	_____ Printed name	_____ Date
_____ Director signature	_____ Printed name	_____ Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

Signature of Secretary

Date

Printed name of Secretary

SPECIAL CONDITIONS

1

SPECIAL CONDITIONS

I. SCOPE

Insurance, certificates, Contractor's insurance responsibility, Hold Harmless Agreement, license requirements, Commencement of Work, Time of Completion, Public Works or Utilities Department responsibility, Parish payment responsibility and Liens.

II. INSURANCE

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) **Commercial General Liability**, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products-completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

- C) **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- (1) \$1,000,000 CSL
- (2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

III. CONTRACTORS INSURANCE RESPONSIBILITY

The Contractor at his expense shall maintain adequate physical damage insurance in the amounts and against the perils desired by the Contractor on all items of Contractor's equipment including tools which are owned or rented by the Contractor or for which the Contractor is liable and which are not to remain as part of the permanent construction.

IV. HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the Parish and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage loss of expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them by be liable.

V. EXCLUSIONS

Pursuance to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal Crimes. Consultants must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Contractor's misapplication of payments, malfeasance in office, or their equivalent Federal Crimes within the five (5) prior to submitting the proposal.

VI. DISCLOSURE

Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

VII. LICENSE REQUIREMENTS

A. LICENSES

1. When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.
2. When applicable, a current Louisiana State Contractor's License should be furnished or as stated in the "Scope of Work."

VIII. CERTIFICATES & TAX FORMS

Prior to starting the work, the Contractor shall deliver to the Parish, certificates in triplicate evidencing that the insurance required in Section SC2 above is in effect. Such certificates shall provide that the Insurer shall give the Owner fifteen (15) days written notice of any material change in or cancellation of such insurance.

The Contractor shall submit to the Purchasing Department, a W-9 Tax Form for the Company prior to any work being issued.

IX. COMMENCEMENT OF WORK

The Contractor shall start the work within ten (10) days after he has received a Purchase Order for a designated task or assigned project to complete.

X. TIME OF COMPLETION CONSTRUCTION SCHEDULE

Time is of the essence to complete each project per the Purchase Order request. The Contractor shall diligently pursue the required task to complete each project within a reasonable time limit. Excessive time delays that are unreasonable for completing each project without justification may result in termination.

XI. PUBLIC WORKS OR UTILITIES RESPONSIBILITY

The term "Parish" refers to the Public Works Department or Utilities Department and its staff personnel which has been designated by the Parish as its representative for this project. The responsibility is as stated in the General Conditions of the Contract as supplemented here. Computations of quantities that are the basis for payment estimates, both monthly and final, will be checked and approved by said Public Works Department or Utilities Department, staff for payment of all invoices. It shall be the duty of the Public Works Department or Utilities Department to enforce the specifications in a fair unbiased manner.

The Parish shall designate the right-of-way limits and the beginning and end points for each project.

It will be the Contractor's responsibility to mark and maintain the field limited areas of construction and to establish any additional lines, grade, or elevations that may be needed.

XII. PARISH PAYMENT RESPONSIBILITY

The Contractor shall submit all partial pay invoices to the Public Works Department or Utilities Department, who shall check and approve the quantities for payment. The Public Works Department or Utilities Department shall then submit the approved invoices to the St. John the Baptist Parish Finance Department and payment shall be within thirty (30) days from the date of Public Works Department or Utilities Department's approval.

XIII. LIENS

If at any time there shall be evidence of any lien of claims for which the Parish might become liable and which is chargeable to the Contractor, the Parish shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for completed indemnifications against such lien or claim. In the event the Parish has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Parish, the Contractor and his surety shall be liable to the Parish for any loss so sustained.

GENERAL ENGINEERING CONDITIONS

GENERAL ENGINEERING CONDITIONS

PART I - DEFINITION OF TERMS

A. GENERAL:

Whenever in these Specifications, Addenda, Proposal, Contract and Bond, the following terms are used, the intent and meaning shall be interpreted as follows.

B. THE OWNER:

The Owner shall be as defined in Special Provisions hereof and is contractually titled as St. John the Baptist Parish for these specifications and is designated as the "Parish" throughout these documents.

C. THE ENGINEER:

The Engineers shall be as defined in Special Provisions hereof.

D. PARISH REPRESENTATIVE:

An employee of the Parish Public Works Department or Utilities Department who may be placed in the field to represent the Parish.

E. THE BIDDER:

Any qualified individual, firm or corporation submitting a proposal for the equipment or services specified herein, acting directly or through an agent.

F. THE CONTRACTOR:

The agency selected by the Parish and to whom the Contract is awarded by said Parish.

G. THE SUBCONTRACTOR:

Any construction agency selected by the Contractor and approved by the Parish to handle any phase of the contract work.

H. SURETY:

The licensed corporate body which is bound with and for the Contractor and which is primarily liable and responsible for payment of all obligations pertaining to and for the acceptable performance of the work required by the Contract.

I. LABORATORY:

Any testing laboratory designated or approved by the Engineers to perform tests on materials entering the work.

J. BID PROPOSAL:

The written offer of the bidder to perform the contemplated work and furnish the necessary materials when made out on the prescribed form and properly signed and guaranteed.

K. BID SECURITY:

The security designated in the "Proposal Form" to be furnished by the Bidder as a guarantee of good faith to enter into a Contract with the Parish, if the contract is awarded to him.

L. PLANS (Only when required per the Parish):

The plans, cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the Parish, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the Contract supplementary to these Specifications.

M. SPECIFICATIONS:

The direction, provisions and requirements contained herein setting out or relating to the method and manner of performing the work or to the quantities and qualities of material and labor to be furnished under this Contract.

N. CONTRACT:

The written agreement between the Parish and the Contractor covering the performance of the work and the furnishing of labor, materials, tools, equipment, incidentals and service necessary for the completion of the same. The Contract shall be mutually understood to include "Plans", "Specifications", "Addenda", "Alternates", "Proposal", and "Performance Bond", also any and all "Change Orders", which are required to complete the construction of the work in a satisfactory and acceptable manner.

O. CHANGE ORDERS:

A written agreement between the Owner and the Contractor, with the approval of the Parish, which when duly executed becomes part of the Contract. Change Orders may either increase or decrease the work to be performed under the Contract.

P. PERFORMANCE BOND:

The approved form of security furnished by the Contractor and his surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

Q. THE WORK:

All work specified herein or indicated in the Specifications as the contemplated improvement, covered by the Contract.

R. PURCHASE ORDER:

A written notice from the Parish notifying the Contractor of the work to be performed at a designated location and to begin the execution of that work.

S. A.A.S.H.O.:

Association of State Highway Officials.

T. A.C.I.

American Concrete Institute.

U. A.I.S.C.

American Institute of Steel Construction.

V. A.G.A.:

American Gas Association.

W. A.I.S.I.:

American Iron and Steel Institute.

X. A.P.I.:

American Petroleum institute.

Y. A.R.E.A.:

American Railroad Engineering Association.

Z. A . S . A .

American Standards Association.

AA. A.S.C.E.:

American Society of Civil Engineers.

BB. A.S.M.E.:

American Society of Mechanical Engineers.

CC. A.S.T.M.:

American Society of Testing Materials.

DD. A.W.W.A.:

American Water Works Association.

EE C.T.I.:

Cooling Tower Institute.

FF. D.E.M.A.:

Diesel Engines Manufacturers Association.

GG. D.E.M.A. STANDARD PRACTICES:

The Standard Practices for Stationary Diesel and Gas Engines of the D. E. M. A.

HH. H.E.I.:

Heat Exchange Institute.

II. I.E.E.E.:

Institute of Electronic and Electrical Engineers.

JJ. I.P.C.:

Institute of Printed Circuitry.

KK. I.S.A.:

Instrument Society of American.

LL. M.S.S.:

Manufacturers Standardization Society of the Valve and Fitting Industry.

MM. N.B.F.U.:

National Board of Fire Underwriters.

NN. N.E.M.A.:

National Electrical Manufacturers Association.

OO. N.E.S.C.:

National Electrical Safety Code.

PP. N.R.M.A.:

National Ready-Mix Association.

QQ. P. C. I.

Pre-stressed Concrete Institute.

GENERAL ENGINEERING CONDITIONS

PART II - INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS:

Bidders must be capable of performing the various items of work bid upon. They may be required after bidding to furnish a satisfactory statement covering experience in similar work, a list of machinery, plant organizations and other equipment available for the proposed work, and such statement of their financial resources as may be deemed necessary.

B. BID PROPOSAL:

Bid Proposals shall be made out on forms provided by the Parish, including the E-Verify Affidavit, and shall be enclosed in an envelope endorsed "Bids" for the designated title shown on the front of the Specifications and addressed to the Parish and delivered in person or mailed to reach the address prior to opening of bids.

C. INTERPRETATION OF DOCUMENTS:

If any person who contemplates submitting a bid for the proposed contract is in doubt as to the meaning of any part of the Plans, Specifications or other proposed Contract Documents, he may submit to the Parish a written request for an interpretation thereof not less than five (5) days prior to the day of opening of bids. Interpretation of the proposed documents will be made only by Addenda issued before bidding, a copy of such Addenda will be mailed or delivered to each person receiving a set of such Contract Documents.

D. EXAMINATION OF SITE, DRAWINGS, ETC.:

Each bidder shall visit the site of the proposed work and shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications.

The failure or omission of any bidder to examine Plans, Specifications and General Contract Documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

E. ADDENDA:

Any addenda, details or supplemental drawings issued during the preparation of bids shall be included in the proposal, and shall become part of the Contract Documents. Subcontractors shall be taken as prima facie evidence of compliance with this section.

F. BID SECURITY:

Bid security shall be as stated in the Advertisement for Bidders.

G. BID PRICE:

The price bid shall cover furnishing of all materials, tools, labor, transportation, local, State and Federal taxes, Old Age Benefit, Social Security, services and equipment necessary to construct the work in full conformity with Plans and Specifications, Addenda and Contract Document.

GENERAL ENGINEERING CONDITIONS

PART III - SCOPE OF THE WORK

A. ADDITIONAL WORK OR CHANGES:

Without invalidating the Contract, the Parish may make reasonable changes by altering, adding to, or deducting from the work, the Contract Price being adjusted accordingly. No claim for extra work or materials shall be allowed and no alteration of or deduction from the work shall be made unless same is ordered in writing by the Parish.

Where changes ordered by the Parish involve a monetary consideration, the Contract shall be adjusted by negotiation with the terms of said negotiation being expressed in a supplemental agreement of CHANGE ORDER signed by the Parish and the Contractor.

If the Parish and the Contractor are unable to reach an agreement as to the monetary consideration of the Contract addition, the Parish may order the Contractor to do such work on a force account or cost plus basis.

For force account or cost plus work, the Contractor shall be paid the actual reasonable cost of labor and materials entering permanently into the work, plus not to exceed fifteen percent (15%) to cover overhead and profit. The Contractor shall furnish itemized weekly statements to the Parish of the cost of all such work, together with original receipted bills for all materials used and freight charges used and vouchers for labor and equipment engaged therein.

B. CHANGES, INCREASE OR DIMINUTION:

The Parish shall have the right to increase or decrease the amount of work to be done under the Contract at any time or times during the life of the Contract provided that the total increase or diminution does not exceed twenty percent (20%) of the original Contract Price. The total increase or decrease may be applied to any one (1) item or to any number of items, or any item or items may be entirely eliminated. No allowances will be made for real or supposed loss of anticipated profits on account of such increases or diminution.

C. MAINTENANCE OR WORK:

The Contractor shall maintain the work during construction and until the work is finally accepted.

All cost of maintenance work during construction and before the work is finally accepted shall be included in the bid prices quoted for the work; the Contractor will not be paid any additional amount for maintenance work.

D. FINAL CLEANING-UP:

Upon completion of the work, all excess materials, temporary structures and debris resulting from construction shall be removed from the limits of the project, and the completed work left in a neat and presentable condition throughout. All property, both public and private, which has been damaged during the prosecution of the work, shall be restored in an acceptable manner. Materials cleared from the project may not be deposited on the property adjacent thereto unless such disposal is approved by the Parish. All keys shall be tagged and turned over to the Public Works Department or Utilities Department.

E. GUARANTEE:

All work as herein specified and/or as indicated on the Plans shall be guaranteed against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the work. The Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said one-year period, and any damage to other work caused by such defects or the repairing of same, at his own expenses and without cost to the Parish.

GENERAL ENGINEERING CONDITIONS

PART IV - CONTROL OF THE WORK

A. AUTHORITY OR OWNER AND ENGINEERS:

The Parish, or their authorized representative, shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as the acceptable completion of the project.

The decision of the Parish, or their authorized representative, shall be final and binding on all technical questions concerning the execution of the work and interpretation of the Plans and Specifications.

The Parish, or its authorized representative, shall have authority to suspend operations at any time when the work, in Parish's opinion, is not being carried out in conformity with the Plans and Specifications.

B. AUTHORITY AND DUTIES OF THE PUBLIC WORKS DEPARTMENT'S REPRESENTATIVE:

The Public Works Department's Representative or Utilities Department's Representative will be authorized to inspect all work done and materials furnished. Such inspections may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used.

He may be stationed on the work to report to the Engineers as to the progress of the work and the manner in which it is being performed, to call attention whenever it appears that materials furnished or work performed fails to fulfill requirement of the Specifications. The Department's Representative will not be authorized to revoke, alter, enlarge, or release any requirement of these Specifications, nor to approve or accept any portion of the work, nor will he be authorized to issue instructions contrary to the Plans and Specifications. He will in no case act as foreman nor will he interfere with management of the work.

C. INSPECTIONS:

The Parish and their and authorized representatives, thereof shall be given every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications.

Failure of the authorized representatives during the progress of the work to discover or reject materials or work not in accordance with the Plans, Specifications and the Contract Documents, shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the Parish shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Plans, Specifications or Contract Documents.

Moreover, the undertaking of inspections by the Parish or their authorized representatives thereof shall not be construed as supervision of actual construction nor make the Parish or their authorized representatives responsible for providing a safe place of safe conditions for the performance of work under the Contract by the Contractor, or Contractor's employees or those of Suppliers or Subcontractors, or for access, visits, use work, travel or occupancy by any persons and the Contractor agrees to indemnify and hold the Parish harmless from all claims for damages for personal injury (including accidental death) and property damage which may arise from any operations under this contract, including claims by employees of the Contractor or of any Subcontractor or Supplier.

D. NOTICE AND SERVICE THEREOF:

Any notice to the Contractor from the Parish relating to any part of this contract shall be in writing, shall be considered delivered and the service thereof completed when said notice is posted, by registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

E. DEFECTIVE WORK:

All work which has been rejected shall be satisfactory remedied, or else removed and replaced in an acceptable manner by the Contractor, and no additional compensation shall be allowed for such correction, removal or replacement.

F. COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

The Plans, the Specifications, the Special Provisions and all supplementary documents are essential parts of this Contract. They are intended to be complementary, to describe and provide for a complete work. A requirement occurring in one is as binding as though occurring in all. In case of a discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions; Specifications shall govern over Plans and Special Provisions shall govern over both Plans and General Conditions. The Contractor shall take no advantage of any error or omission of dimensions in the Plans or of any discrepancy between Plans and Specifications. The Parish will make such corrections and supply such omitted dimensions as may be necessary and its interpretation shall be final.

G. SHOP DRAWINGS:

The Contractor and Subcontractor shall furnish all shop drawings required by the Plans and Specifications or requested by the Parish. Shop drawings shall be submitted for approval in six (6) copies, two (2) copies of which will be returned, approved or corrected. Approval of shop drawings by the Parish shall not relieve the Contractor or Subcontractor from responsibility for errors or omission therein, and the Contractor shall be fully responsible for furnishing materials, devices, and layouts of proper dimensions, size, quantity, quality, and performance characteristics to efficiently perform the requirements and intent of the Contract Documents.

GENERAL ENGINEERING CONDITIONS

PART V - CONTROL OF MATERIALS

A. MANUFACTURED ARTICLES:

Wherever in these Specifications certain equipment, materials or manufactured products are called for or described, such are specified to establish a standard of quality and it will be so called for, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the specified equipment, materials or articles.

If Contractors bid on substitute materials or offer alternate bids, they must state with their bid a complete description of the proposed substitution, and the difference in cost, if any, between the proposed substitution and the material or article include in the base bid as standard. The determination as to whether or not such substitution shall rest solely with the Parish and the Public Works Department or Utilities Department.

B. SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

The source of supply of each of the materials shall be approved by the Parish before the delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and testing. Only materials tested and found to conform to the requirements of these Specifications and approved by the Parish shall be used in the work. AU materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources.

No material, which after approval, has in any way become unfit for use shall be used in the work. Stored material even though approved before being stored shall be inspected prior to use in the work and shall meet the requirements of the Specifications at the time of its use.

C. LIST OF MATERIAL AND EQUIPMENT:

Within thirty (30) days after the signing of the Contract, the Contractor shall submit to the Parish, in duplicate, a list of all materials and equipment ordered for the project, the manufacturers or agents from whom ordered, catalog and type number, quantity ordered, and the promised delivery date on each item. Any subsequent changes in list of materials, manufacturer's type, quantity or delivery dates shall be promptly brought to the attention of the Parish.

D. STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their fitness for the work, and in a manner that leaves the material accessible to inspectors. Storage shall not interfere with the prosecution of the work or with public travel.

E. TESTING OF MATERIALS:

The Parish will appoint and the Contractor will pay for the services of a competent Testing Laboratory testing of recognized standing for the testing and control of materials entering into the construction of this project.

The Contractor shall furnish, without additional charge, samples of various materials, laboratory testing as required by the Parish. The contractor shall cooperate fully with Parish and the Testing Laboratory in the making of the required tests.

F. DEFECTIVE MATERIALS:

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work, unless otherwise permitted by the Parish.

No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to forthwith comply with any order of the Parish made under the provisions of this Article, the Parish shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor under this Contract.

GENERAL ENGINEERING CONDITIONS

**PART VI - LEGAL RELATIONS AND RESPONSIBILITIES
TO THE PUBLIC:**

A. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance shall be in accordance with the "Special Conditions" section of these specifications.

B. PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times so conduct his work as to insure the least practicable obstruction to traffic. The convenience of the general public and the protection of persons and property shall be adequately provided for by the Contractor.

C. MAINTENANCE OF EXISTING TRAFFIC:

Suitable facilities shall be provided for maintaining public travel, and every effort shall be made to reduce any necessary inconvenience to said public travel to the minimum. Precautions shall be taken for the adequate protection of the public and the workmen during the prosecution of the work.

D. BARRICADES, DANGER SIGNS, ETC.:

The Contractor shall provide, erect and maintain all necessary barricades, danger signals, and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and workmen and for the safety of the public.

E. SANITARY CONDITIONS:

The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health and Hospitals in the State in which the work is being done or of other authorities having jurisdiction. He shall commit no public nuisance.

E. RIGHT-OF-WAY

The Parish will furnish the Contractor with all necessary right-of-way for the prosecution of his work. The right-of-way herein referred to is understood to mean only the permission to use and pass through the location or space in any street or highway or through any public or private property in which the Contractor is to construct the work, and does not obligate the Parish to remove or change or be responsible for any structure for which the Contractor is obligated, or for any wires, lamps or other overhead, surface or underground construction which may interfere with the operation or movement of the Contractor's equipment.

GENERAL ENGINEERING CONDITIONS

PART VII - PROSECUTION AND PROGRESS OF WORK

A. SUBCONTRACTING:

The Parish shall have the right of approval or rejection of Subcontractors proposed for this work by the Contractor. If the Contractor sublets any part of this Contract, the Contractor shall be as fully responsible to the Parish for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor, as he is for the acts and omissions of persons directly employed by him.

B. ASSIGNMENT:

Neither party to the Contract shall assign or sublet his entire interest in this Contract without written consent of the other, nor shall the Contractor assign any monies due or to become due to him under this Contract, without previous written consent of the Parish.

C. COOPERATION WITH PUBLIC UTILITIES:

The Contractor shall be responsible for notifying all public utilities or other interested parties to make necessary adjustments of utility structures or appurtenances affected by the work.

The Contractor will be responsible for any damage done by him to any utility structure owned or controlled by any agency, public or private. He shall perform and carry on the work so as not to interfere with or damage utility structures mentioned herein or shown on the Plans or discovered during construction, which are to be left within the limits of the work.

The Parish will not be responsible for any delay or inconvenience to the Contractor in carrying out the work resulting from the existence, removal or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the Contractor.

D. LABOR:

All persons employed must be legal citizens of the United States of America or a legal alien verified by a Status verification system as defined under LSA R.S. 38:2212.10. Preference shall be given to local labor where available.

All labor, as well as mechanics, must be proficient in their respective trades as no mediocre work will be accepted.

Contractors must comply with all local ordinances and State laws regarding labor and mechanics in effect at the time of the signing of this Contract or passed during the construction of the work. The Contractor shall include in his bid and pay all Federal and State taxes or assessment on labor.

E. OWNER'S RIGHT TO OCCUPANCY:

The Parish, or any other person under authority and permission granted by the Owner, shall have the right to use, at any time, any and all portions of the work that have reached a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent the efficient completion of the Contract. The Contractor obligates himself to permit such use, and to use every effort to facilitate the Parish in the occupancy of such available and useful portions of the work.

F. MATERIAL FURNISHED BY OWNER:

The Parish reserves the right to furnish certain materials to the contractor for use in the consummation of this work. The Contractor shall give the Parish proper credit on the contract amount for such materials furnished. The credit given shall be based on the present market price of that material.

G. TIME OF COMPLETED WORK:

The work covered by the Plans, Specifications and Contract Documents must be completed sufficient for acceptance within the time specified in the Contract and/or Special Provisions hereof.

H. LIQUIDATED DAMAGES (Only When Required/Contract):

As time is of the essence in this Contract, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, both parties to the Contract mutually agree that the Contractor shall pay the Parish, as acknowledged liquidated damages, an amount determined, affixed an agreed (as stipulated in the Contract and/or Special Provisions hereof) per calendar day that he is delinquent, which amount shall be reported by the Public Works Department or Utilities Department and shall be deducted and withheld by the Parish from the balance due or to become due the Contractor under the terms of this Contract.

This provision for liquidated damages shall be effective between the parties ipso facto without necessity for demand or putting in default by any notice or other means than by the terms of this Contract, the Contractor hereby waiving any such other notice of default and specially acknowledging that Contractor shall be deemed to be in default by the mere act of his failure to complete the work within the time specified, or within any valid extension of such time hereunder.

I. EXTENSIONS OF TIME:

Extensions of time will be granted to the Contractor upon receipt of written request for such extensions, provided that such delays were occasioned by the Parish, by Acts of God (provided such Acts of God were not preceded by some fault of the Contractor without which the delay would not have occurred) or by causes entirely beyond the Contractor's control. In the event additional time is earned by the Contractor under the terms of this Agreement, or is granted by the Parish, such fact shall not be interpreted as a waiver of the full obligation on the part of the Contractor to complete the work within the extended time. Request for extension shall be made within five (5) days following the event occasioning the delay.

J. DELAYED CONSTRUCTION PAYMENT (Not Required in this Contract):

In addition to the liquidated damages provided for in Item H of this Section (and as stipulated in the Contract and/or Special Provisions thereof), and irrespective of whether liquidated damages are in fact assessed, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, the Parish shall assess and deduct from any balance due or to become due the Contractor under the terms of this Contract the sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars for each period of thirty (30) days of fraction thereof, commencing on the first day of the delinquency and terminating on the date of final acceptance by the Parish to the Engineers for supervisor services rendered during such delinquency period.

K. REMEDIAL WORK (Not Required in this Contract):

If, after final acceptance of the work, the Contractor shall be required to make good any defects in material or workmanship or to repair damage to other work, as provided in Section III, Item E, the Contractor shall pay to the Parish for the account of the Engineers a Supervisory Fee equal to One Thousand Two Hundred and No/100 (\$1,200.00) Dollars for each thirty (30) day period of fraction thereof commencing on the date of issuance by the Parish of a work order for such remedial work and terminating on the date of Parish's final acceptance of such work.

L. SUPERVISION AND GENERAL FOREMAN:

The Contractor shall employ and keep on the work at all times a competent general superintendent or foreman as his representative and, in the absence of the Contractor from work, instructions given or notices served on this superintendent shall be binding upon the Contractor.

Any superintendent, foreman or workman employed on this project who disregards orders or instructions, does not perform this work in a proper, skillful and expeditious manner or is otherwise objectionable, shall be removed from the work and shall be replaced by a suitable superintendent, foreman or workman.

The Contractor shall personally see to it that all subcontracts and divisions of the work are executed in proper and workmanlike manner on scheduled time, and with due and proper cooperation.