

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

FOR:

ST. JOHN THE BAPTIST PARISH

**2020 PARISHWIDE CANAL
DRAINAGE IMPROVEMENTS**

**CONTRACT "A"
CLEARING & SNAGGING**

**CONTRACT "B"
DREDGING/EXCAVATION**

FOR:

ST. JOHN THE BAPTIST PARISH

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BY:

**C. J. SAVOIE CONSULTING ENGINEERS, INC.
POST OFFICE DRAWER R
PAINCOURTVILLE, LA 70391**

JULY 2020

ADVERTISEMENT FOR BIDS

Sealed bids will be received by St. John the Baptist Council in the Government Complex Building, 1811 W. Airline Highway, Laplace, LA. 70068, at the Receptionist Desk., until **9:45 a.m., August 28, 2020** for the following:

2020 PARISHWIDE CANAL DRAINAGE IMPROVEMENTS

Contract will be awarded from date of recorded contract until December 31, 2021.

Bids will be opened and read aloud at **10:00 a.m., August 28, 2020** in the Government Complex Building, 1811 W. Airline Highway, Laplace, LA. 70068.

Complete Specifications and Bid 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. All bidders must show proof that he or she is licensed in the State of Louisiana to perform this type of work. **Contractor's license number must be on the face of the sealed envelope containing his bid. The envelope must be designated as "Sealed Bids – 2020 Parishwide Canal Drainage Improvements" for Contract "A" Clearing & Snagging or Contract "B" Dredging/Excavation (Separate Contracts must be in separate envelopes and so designated).** Details may be viewed and electronic bids are being accepted at www.centralbidding.com. All Bid Documents and Specifications may also be viewed at the Parish website, www.sjbparish.com. Questions and comments regarding this Proposal must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068 or via e-mail to p.montz@stjohn-la.gov no later than 3:00 P.M. on August 20, 2020.

The bid must be accompanied by a bid security equal to five percent (5%) of the base bid and must be in the form of a certified check, cashier's check or bid bond written by a company licensed to do business in Louisiana. Certificates of Liability Insurance, Vehicle Insurance and Workmen's Compensation Insurance will be required. The successful bidder shall be required to furnish a Performance Bond written by a company licensed to do business in Louisiana, in the amount of \$1,000,000.00 to be held until December 31, 2021.

A mandatory Pre-Bid Conference at which the scope of the project, contract time, and other requirements of the bidding and contract documents may be discussed, or any other special requirements for the project which may be discussed with prospective bidders, will be held on August 17, 2020 at 10:00 A.M., local time in the St. John the Baptist Parish Government Complex Building Council Chambers located at 1811 West Airline Hwy., LaPlace, LA.

St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax. Therefore, the amount you bid should contain no sales tax.

St. John the Baptist Parish reserves the right to accept or reject any and all bids and not waive any irregularities or informalities incidental thereto, and to accept any bid which the Council feels serves their best interest.

Any person with disabilities requiring Special Accommodation must contact the St. John the Baptist Parish Council Office at (985) 652-9569 no later than seven (7) days prior to bid opening.

Participation by minority and female-owned businesses, as well as businesses located in this Parish, is encouraged.

ST. JOHN THE BAPTIST PARISH COUNCIL

Publish:
July 29, 2020
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**SPECIFICATIONS
FOR
ST. JOHN THE BAPTIST PARISH
2020 PARISHWIDE
CANAL DRAINAGE IMPROVEMENTS**

I. SCOPE:

St. John the Baptist Parish Public Works Department proposes to complete drainage improvements to the Parish main drainage canals based on a priority list established by the Parish Administration. Improvements will include, as required, on each named Parish canal according to the approved two Coastal Use Permits per the US-Army Corps of Engineers and the Louisiana Department of Natural Resources. One permit is for Clearing & Snagging for a number of named canals and one permit is for Excavation and removal of sediment for a number of named canals.

The "Bid Proposal" is for estimated annual quantities for equipment use such as excavations, dozers, barges, suction dredges, trucks, etc. to complete clearing and snagging of designated canals and excavation of designated canals. The unit prices submitted shall be binding for all associated use of each itemized earth moving machines and equipment for completing the permitted improvements to the Canals of the Parish. The Engineer will coordinate with the Contractor to complete the removal and placement of debris and excavation and deposit of spoils for each canal. The unit prices submitted on each proposal shall be binding for the remainder of this year ending on December 31, 2021.

A mandatory Pre-Bid Conference at which the scope of the project, contract time, and other requirements of the bidding and contract documents may be discussed, or any other special requirements for the project which may be discussed with prospective bidders, will be held on August 17, 2020 at 10:00 A.M., local time in the St. John the Baptist Parish Government Complex Building Council Chambers located at 1811 West Airline Hwy., LaPlace, LA.

The Contractor shall submit a bid bond in the amount of five percent (5%) of his or her bid for the Canal Work and a \$1,000,000.00 performance bonds to be held until December 31, 2021 for each Contract. All canal work to be completed shall be at the direction of the Project Engineer per the request of the Public Works Department. Each canal requiring clearing or excavation shall be provided to the Contractor with a set of plans defining the canal improvements to be completed and the area and limits of construction. The bid unit prices are as designated in the Contractor's Bid Proposal for **Contract "A" Clearing & Snagging and Contract "B" Dredging/Excavation**. The Contractor shall warrant the canal improvements for labor and materials from date of completion and final acceptance by the Owner. The Contractor shall have a License in **Heavy Construction**. All work shall be in accordance with these Specifications, the Contract Documents and the included Special and General Conditions. This project is being financed by the St. John the Baptist Parish for all contracted work.

II. PERMITS AND PRECAUTIONS:

- A. **PERMITS:** The Parish will have the plans approved by the US Army Corps of Engineers, the Louisiana State Department of Natural Resources and the Louisiana State Department of Transportation and Development (DOTD) as 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.
- C. **FLOW DRAINS, WATER MAINS, GAS LINES, CABLES, ETC.:** Adequate provisions shall be made for 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 CONTROLS:** 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.

Clearing and Dredging Operations shall be conducted in a manner to cause the least interruption to traffic. Contractor shall maintain all existing traffic bridges and repair should any damage result from Canal Work. All barricades and construction signs will be placed in accordance with the requirements as set forth in the Louisiana Department of Highway Specifications as last revised. The State required signs shall be placed along STATE Highways in accordance with DOTD Specifications and locations designating "Begin" Construction and "End" Construction and "TRUCKS ENTERING HIGHWAY" at all project locations where a loading site is adjacent to a Parish street or a State highway.

III. MOBILIZATION AND DEMOBILIZATION:

A. GENERAL:

1. Scope: The Contractor shall provide all labor and equipment costs necessary to move personnel, equipment, supplies and incidentals to and from the Project Site, establish offices, work supply, buildings, and other facilities necessary for the work, obtain bonds, required insurance and any other pre-construction expenses necessary to perform the work. This section shall exclude the cost of construction materials.
2. Arbitrary Mobilization by Contractor: The Owner shall pay for only one mobilization and demobilization effort. Should the Contractor demobilize prior to completing the work, subsequent remobilization shall be performed at no cost to the Owner.
3. Payment for Mobilization and Demobilization Effort: Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site. The remaining forty percent (40%) will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.
4. Compensation Inclusions: Payment for mobilization and demobilization shall be paid for at the contract lump sum price for "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, excavators, dredges, barges, equipment, supplies and incidentals to and from the job site and establishing offices, work supply, buildings and other facilities for the work.

IV. SURVEYING:

- A. **SCOPE:** Surveying for the Clearing and Snagging canal work shall only be a baseline marking the limits of the clearing and removal of trees and debris impeding the natural flow of the canal basins. The canals requiring excavation and/or dredging shall comply with the following required specifications and methods. The Contractor shall provide all required surveying and documentation necessary to perform pre-construction and as-built surveys of transects, of the dredge area, as shown in the Plans. All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional surveyor licensed in the State of Louisiana. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U.S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet. Horizontal and vertical control shall be established by using the existing control points as shown on the Plans. The Contractor shall notify the Engineer a minimum of 48 hours prior to the commencement of pre-construction and also provide as-built surveying upon completion.
- B. **METHOD OF SURVEYING:** The Contractor shall submit the proposed method of surveying to be used for the proposed excavation dredge area cross-sections, specifications for all instrumentation to be used and any associated software to the Engineer for approval.
- C. **PRE-CONSTRUCTION SURVEY:** The cross-sections and temporary control points shall be surveyed after the Pre-construction Conference and prior to construction. This survey shall be used to verify the alignment of the various project features and make modifications or adjustments as deemed necessary by the Engineer. Drawings of the plan views and cross sections and calculations of the projected quantities of materials shall be developed by the Contractor from this survey. The Pre-Construction Survey shall be submitted to the Engineer for approval and include all the following items:
1. **Temporary Control Points (TCP):** The Contractor has the option to use the existing local benchmark as shown on the Plans for horizontal and vertical control for the duration of the project. However, if the Contractor determines that TCP(s) are necessary, they may be installed at any location necessary to perform the survey. Horizontal and vertical coordinates shall be determined for all TCPs installed. The Contractor shall maintain the TCPs for the duration of the Work. In the event that a TCP is distributed and/or destroyed, the TCP shall be reinstalled by a professional surveyor licensed in the State of Louisiana.
 2. **Dredged Material Deposit Area Transects:** Topographic surveys and stakeout shall be performed on the set designated dredged material deposit areas. A plan and profile view shall be developed from coordinates and elevations surveyed. Cross-sections shall be developed at 10-foot intervals for deposit areas.

3. Dredged or Excavated Area Transects: Bathymetric and topographic surveys and stakeout shall be performed on the canal sediment basin. A bottom profile shall be developed from coordinates and elevations surveyed at one hundred (100') foot intervals along the centerline and at all points of inflection shown on the Plans. These cross sections shall extend a minimum of twenty (20') feet beyond the outside boundaries of the canal sediment basin. Elevations and coordinates shall be surveyed at ten (10') foot intervals along the cross sections. The centerline and limits of excavation shall be staked at each intersection with the cross sections. The elevation and coordinates for each survey point shall be recorded.
 - a. The survey shall extend one hundred (100) feet past the downstream end of dredging limits.
 - b. The Contractor shall create cross sections and plan views of the existing conditions within the Dredge Area. The cross sections shall be consistent with the cross sections shown in the Plans. The plan views shall show all spot elevations and contours at $\pm 0.5'$ intervals.
 - c. The projected available volume of dredged or excavated material shall be calculated based on the bottom elevation and side slopes as shown on the Plans. The volume shall be determined using a method that is approved by the Engineers, such as the average end area per AutoCAD.
4. As-Built Survey: As-built surveys of the dredge area shall be provided after construction is completed. All of the transects and alignments within the dredged areas shall be surveyed at the same intervals as the pre-construction survey. Final payment will not be received until the As-Built Survey has been provided and Work is accepted by the Engineer.
 - a. Dredge or Excavated Area Surveys: The As-Built Survey shall incorporate the cross sections and plan views from the pre-construction survey. It shall include the elevation and coordinates for each survey point recorded and used to create plan views and cross sections of the final dredged area. The volume shall be determined using a method that is approved by the Engineer, such as the average end area of AutoCAD. The volume will be used along with the volume calculated from the pre-construction dredge or excavation area survey to determine measurement and payment per cubic yard.
5. **Submittals**: The pre-construction and as-built surveys shall be sealed by a professional surveyor licensed in the State of Louisiana. The Contractor shall provide the details for the survey layout and stakeout in the Work Plan.

- a. The pre-construction survey drawings and projected material quantities shall be submitted to the Engineer for review and approval prior to construction. Three copies shall be provided on 11" x 17" paper and one digital copy provided in AutoCAD or an approved equal prior accepted by the Engineer. The pre-construction survey must be submitted within fourteen (14) days of the Notice to Proceed.
 - b. The as-built survey and calculation of material quantities shall commence within 48 hours of completion of the work and submitted to the Engineer prior to acceptance and final payment per work plan. Three copies shall be provided on 11" x 17" paper and one digital copy provided in AutoCAD or approved equal. The survey shall incorporate all field changes, change orders, and quantities of material dredged. All revisions shall be shown in red and be easily distinguishable from the original design.
6. Marking: The centerline and limits of excavation shall be staked at each intersection with the cross sections along the embankment shorelines with stakes, poles, or other suitable type markers wrapped with fluorescent flagging. The markers used must be of sufficient length so that two (2) feet of the marker is visible above the ground or water surface. The centerline offsets and limits of excavation shall be marked along the embankment prior to the start of any construction activities and designated points for replacement, if required, for each marker installed shall be recorded. It shall be the Contractor's responsibility to maintain these markers during construction and remove them prior to final demobilization. If during the construction duration, a marker is no longer visible or damaged; the contractor shall reinstall within 5 days of being damaged.
7. Ratio of Pre-Construction and As-Built Survey: Sixty percent (60%) of the surveying lump sum will be paid to the Contractor upon completion of layout and submittal of the pre-construction survey submittals. The remaining forty (40%) will be paid to the Contractor upon receipt of the As-Built Survey submittals and final acceptance of the dredged area.
8. Measurement and Payment: Payment for this item shall be paid for at the contract lump sum price for Surveying & Documentation. Payment shall constitute full compensation for moving personnel, equipment, supplies, and other incidentals related to this work. Partial payment can be made at the request of the Contractor and shall be based on percentage of completed work for this item.

No payments will be made for additional surveys required due to the re-dredging of areas as provided in Section VI Dredging/Excavation.

V. **CLEARING & SNAGGING:**

- A. **GENERAL:** Clearing and Snagging of the Parish Canals shall follow the surveyed baseline established according to the Plan Drawings provided for each named permitted canal in St. John the Baptist Parish. The canals requiring clearing shall be cleared of only those trees, brush and debris which interfere the basin drainage of each. All such vegetation shall either be removed from the site and deposited at the Parish designated dumpsites which is shown on the construction drawings. No burning will be allowed at the sites unless otherwise permitted separately by the Parish.
- B. **PURPOSE:** The purpose of clearing and snagging of a drainage waterways such as canals to restore flow capacity, prevents bank erosion and minimize blockages by trapped debris due to overgrowth of trees, aquatic growth and foliage.
- C. **CRITERIA:** Clearing and snagging measures shall be planned, designed and constructed to comply with all Federal, State, and local laws and regulations. All trees, stumps and brush to be removed within the defined canal basins shall be cut as close to the ground as the cutting tools applicably permit. If other areas are to be cleared then the trees, brush and other woody vegetation shall be cut within the designated defined limits above ground level.

Trees shall be felled in such manner as to avoid damage to other trees and property that are not a part of the clearing and snagging operational limits. Special attention will be given to protecting and maintaining key shade, food and den trees when their removal is not necessary. Down trees, logs, drifts, debris and other obstructions lying wholly or partly in the canal channels shall be removed. Pilings, piers and sediment bars that obstruct the free flow of water shall be removed if so designated in the Plan Drawings. Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment or small excavators used in a manner that will minimize soil, water and other resource disturbances. All cut and snagged material shall be deposited at the planned drawing designated sites to be hauled away by others.

- D. **CONTAMINATION:** Construction shall be done in such a way that chemicals, fuels, lubricants and waste materials will not enter the flow area. If at all possible, construction equipment other than hand-operated equipment should not work in the canal channel unless barge mounted equipment. Track-mounted "marsh buggy" excavator may be utilized in clearing and snagging operations when approved by the Engineer. Erosion, air pollution and water pollution will be minimized and Federal, State and local laws and permits shall be followed to the letter of the law. Measures and construction methods that enhance fish and wildlife values and those for erosion and sediment control shall be incorporated as shown on the Plan Drawings. Construction operations shall be carried out in a manner so that impacts from the equipment will be minimized including turbidity and held within acceptable limits.

- E. **STABILITY**: Clearing and snagging shall not impair the canal channel's stability. The area to be cleared and snagged shall be limited to the shoreline embankments, the flow area of the channel or both. Trees on the bank that are leaning over or other objects that may fall into the channel shall also be included. If root balls are still attached to the streambank, cut off the log 6 to 12 inches above the ground and leave the stump and root mass for bank stability.
- F. **DEBRIS DISPOSAL**: Remove cleared and snagged material from the canal channels and deposit at the designated planned sites in a manner that will not significantly affect the flow capacity of the flood plain. The Contractor shall provide dumpsters for the disposal of any garbage encountered during clearing and snagging operations such as construction materials, metals, rubber, glass and plastics.
- G. **CONSIDERATIONS**: The Contractor shall incorporate enhancements for fish and wildlife values as needed and practical. In addition, the Contractor shall give special attention to landscape aesthetics and to protecting and maintaining key shade, food and den trees. He shall provide temporary erosion and sediment best management practices to minimize the delivery of fine sediment to adjacent and downstream reaches.
- H. **FINAL CLEAN-UP**: Final clean-up shall include the removal of the Contractor's machines, barges all equipment or materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash and garbage from the site of work prior to final acceptance. Excavators, and/or equipment shall be removed from the project site and materials to be disposed of shall only be disposed of in a manner and at locations approved by the Engineer. The Contractor is not permitted to abandon any equipment or materials within the project limits, the canal or any areas adjacent to the Work Site, unless specifically stated in the Plans and Specifications or otherwise approved in writing by the Engineer. The Contractor shall perform the work specified herein at no direct pay. The cost of any work and materials associated with the final clean-up shall be included in Bid Item "Mobilization and Demobilization".
- I. **MEASUREMENT AND PAYMENTS**: Payment for this item shall be paid for at the contract unit price per acre based on measurements from bank to bank and length of each canal. Price and payment shall constitute full compensation for furnishing all labor, materials and equipment for the Clearing and Snagging of all trees and vegetation within the defined canals and performing all work specified herein. Final payment will be based on final inspection of the cleared areas by the Engineer.

VI. DREDGING/EXCAVATION:

A. **GENERAL:** Dredging or excavation shall consist of removing material from the canal sediment basin, transporting the dredged material to the set disposal site and placement of material in the disposal area in accordance with these specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans. The canal sedimentation basin shall be dredged to the elevation and bottom width shown on plans. The material must be dredged, transported and placed at the disposal site in such a manner to ensure that negative impacts caused by the project are minimized.

1. Equipment: The Contractor shall determine and select the most appropriate equipment for dredging and/or excavation, transporting and placing of dredged or excavated material and management of the sediment placement site and runoff from the site. All equipment shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Plans and these Specifications and shall be subject to inspection by the Engineer or the Engineer's Project Representative at all times. All floating barge dredging equipment shall remain floating at all items and be operated within the boundaries of the Project Site. The Contractor shall submit to the Engineer the method and a complete description of the equipment intended to be used for the dredging or excavating of the canal basin, transporting the dredged or excavated material to the disposal area and placement of material at the designated disposal site or embankments as shown on the plan drawings.
2. Dredging Equipment: The equipment used to dredge the sediment in the canal basins shall be a barge-mounted dredge or mechanical dredge. Factors to be considered in dredge or mechanical excavator selection shall include, but are not limited to, safety, the environment and depth of draft. A Dredge Data Sheet which provides a complete description of the dredge or mechanical dredging equipment (size, horsepower, production rate, draft, etc.) shall be included in the Work Plan.
3. Transporting Equipment: Barges may be utilized to transport the dredged material to the set disposal sites or placement by an excavator on the embankment in accordance with permit approvals.
4. Pumping Equipment: If Contractor proposes to pump sediment from the canal to the disposal site then the required information shall be provided on screening and pumping equipment in the Work Plan as well as a plan to manage the disposal site and to handle return water to the canal.
5. Earth Moving Equipment: All earth moving equipment shall remain within the boundaries of the Project Site throughout the Work. All equipment shall be in satisfactory operating condition, capable of efficiently performing the Work and shall be subject to inspection by the Engineer or the Project Representative at all times. Track-mounted "marsh

buggy" excavators may be utilized for sediment removal in pre-designated, Engineer approved locations and areas such as smaller canals and where a floating barge is not applicable due to lack of water depth.

B. EQUIPMENT DATA SHEET: The Equipment Data Sheet shall be included in the Work Plan for each proposed canal dredging along with all other pieces of heavy equipment (ie: barges, tenders, etc.) that will be utilized to dredge the canal sediment, transport the dredge material to the disposal sites, and placement of material at the disposal area in accordance with **Section VI. DREDGING/EXCAVATION, Item C. Dredged or Excavated Material Disposal Area and Disposal.** Submittal of an Equipment Data Sheet shall constitute a certification that the described equipment is available and under control of the Contractor. The data is pertinent to the evaluation of the equipment and their capability to perform the Work. The Contractor may omit data or information that is considered to be proprietary.

1. Equipment Access: The boundary limits of the material disposal sites are located on property owned or leased by the St. John the Baptist Parish Administration located on the Parish Engineered Site Plans as designated for each named canal as submitted. Equipment access to the area shall only be allowed from the designated sties.
2. Dredging or Excavation Limits: No dredging or excavation shall be performed except as depicted in the Plans. Dredging outside of the limits of dredging or in excess of the depth shown is not allowed. The tolerance for the dredge depth shall be +/-0.5 feet. Side slope excavation shall be cut true to the proper cross section. The Contractor shall take necessary precautions to ensure the existing channel shoreline embankment's protection is not impacted by dredging or excavation operations. The Contractor will be responsible for all cost associated with the repair and replacement of any existing embankments impacted, as well as any costs, fines, or other expenses related to dredging or excavation outside of the limits of dredging. Otherwise, the Owner reserves the right to make deductions to payments and the Contractor's bond, as required.
3. Dredged or Excavated Materials: The materials to be dredged or excavated may consist of muck, sand, silt, clay, shells, and other aggregates. Debris such as sunken logs, snags, and scrap which are encountered shall be removed prior to placement in the disposal area and properly disposed of by the Contractor in accordance with applicable local, State and Federal laws at no cost to the Parish. Debris shall not be stockpiled within the Project Site without prior approval from the Engineer. Burning of debris shall be prohibited. The Parish shall not be held responsible for production issues or damage to dredging equipment resulting from debris, concrete rubble, or any other objectionable material encountered during the dredging which are found as a result of Excavation and Dredging.

4. Dredging or Excavation Progression: The Contractor shall dredge or excavate the canal sediment beginning from point of beginning and progress downstream along the centerline to point of end. The entire cross section of the canal basin shall be dredged or excavated as the Work progresses downstream along the baseline.
5. Dredged or Excavated Material Disposal Sites: Dredged materials shall be disposed of at the designated sites as provided by St. John the Baptist Parish and as shown on the Plans or placed and graded along the canal embankments as Coastal Use (COE/DNR) Permits provide or allow.
6. Claims and Damages: The Contractor shall be solely liable for any and all claims for damages or other claims related to the permissions, temporary easements, servitudes, right-of-way agreements or other arrangements secured by the Contractor for the disposal of the dredged material. The Contractor agrees to defend and hold harmless St. John the Baptist Parish Administration its employees and/or agents and neither expresses or implies any warranty nor assumes any liability through the review and approval of the Dredge Material Disposal Plan submitted by the Contractor or its suitability.
7. Navigation: The Contractor shall operate in accordance with the rules and regulations of the U.S. Coast Guard, as required.
8. Acceptance: Dredged areas will be accepted if they meet the elevation in accordance with the plans and specifications. All surveys shall be witnessed by the Engineer or Inspector. If the areas dredged are above the elevation specified in the plans and specifications, the Engineer will require the Contractor to re-dredge the areas identified to the specified elevation and re-survey the areas re-dredged to verify the elevations are in accordance with the plans and specifications prior to acceptance.
9. Maintenance of Traffic (Vehicle, Boat and Pedestrian): Contractor shall maintain at all times vehicular traffic along all adjacent construction area State and Parish Highways and shall employ the use of signs and flagmen as necessary in accordance with LA DOTD Standards and Specifications. Contractor shall make provisions when necessary, for all road or pedestrian crossings such as bridges. Contractor shall open canal waterway to boat traffic on weekends when required. Contractor shall clear channel of equipment and obstructions to maintain small boat access to camps, piers and boat sheds.

C. DREDGED OR EXCAVATED MATERIAL DISPOSAL AREA AND DISPOSAL:

1. Scope: Contractor shall design, construct, and operate a containment and dewatering area for the dredged material during dredging operations. Disposal of dredged or excavated material shall consist of the operations necessary in order for the material to be placed on either adjacent embankments or in the designated containment sites. The material must be deposited in such a manner to ensure that negative impacts caused by the project are minimized.
2. Dredge or Excavated Material Disposal Plan: The Contractor shall submit to the Engineer for approval with the Work Plan, Dredge Material Deposition Plan which provides the proposed components of the designated dredged material disposal site and the operations necessary for the material to be able to be safely placed on side embankments or the designated containment areas as shown on plans.
3. Design and Operations: The Contractor shall provide a design, containment and construction schedule for all of the components (Berms, Containment Dikes, dewatering structure, erosion control measures, etc.) of the sediment placement in the Work Plan. The design requirements will depend on the contractor's method of dredging. The Contractor will be fully liable for all components of the designed sediment placement and associated operations throughout the performance of the Work until the sediment can be safely hauled offsite by others.
4. Sediment Dewatering: If applicable to the contractor's method of dredging, the sediment dewatering shall be composed of earthen containment dikes and a dewatering structure capable of accepting and dewatering the sediment dredged from the canal basin. The Contractor shall design and furnish all materials, labor, and equipment necessary to design, construct, operate and maintain the sediment dewatering area throughout the performance of the Work until the sediment can be safely hauled offsite by others.
 - a. Earthen Containment Dikes: The sediment dewatering area shall be composed of at least one cell that is totally enclosed by earthen containment dikes. The size of the cell(s) shall be designed such that the rate of dewatering will not hamper dredging and hauling operations. The cross section and material of the dikes shall be capable of accepting sediment dredged from the sediment basin including all entrained water. The material used to construct the dikes shall originate from and offsite source.

- b. Dewatering Structure: The sediment dewatering area shall include a minimum of one dewatering structure capable of removing entrained water from the dredged sediment and limiting the loss of suspended sediment. The dewatering area shall be designed and operated such that only free water is allowed to discharge back into the canal basin.
5. Maintenance: The dredged material disposal area and any sediment dewatering structures shall be maintained by the Contractor until the dredged materials are suitable to be safely hauled offsite by others unless excavated material is placed on adjacent embankments which shall then be graded to the existing contours. Duration of maintenance shall be determined by the Engineer. Should a breach or failure of the sediment dewatering area occur, the Contractor shall immediately notify the Engineer, cease placement into the sediment dewatering area and initiate repairs. All extremal spills of dredged material shall be immediately returned to the sediment dewatering area by the Contractor at no cost to the Owner. The Contractor shall include a detailed procedure and communication protocol for the repair and reporting of breaches and failures in the Work Plan.
6. Sediment Management: The Dredged Material Disposal Site shall at a minimum employ a silt fence and berm combination to contain all runoff from sediment which shall be maintained throughout the performance of the Work. The Contractor shall employ Best Management Practices in his management of the disposal area.
7. Temporary Erosion Control: All construction activities and materials shall conform to Section 204, Temporary Erosion Control, of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition throughout the performance of the Work.
8. Excess Material Disposal: The Contractor shall have the option to take possession of excess material which cannot be contained by the disposal area at no charge to the Owner. Material taken by the Contractor must be hauled off and disposed of by the Contractor at no-cost to the Owner. Otherwise excess material that cannot be contained by the disposal site will be loaded by the Contractor onto Parish trucks and hauled to a Parish site. Material shall be dewatered at containment area prior to being loaded and hauled by the Parish. The hourly equipment time shall be used for loading. No additional cost shall be charged to the Parish.
9. Optional Contractor Material Disposal: The Contractor shall have the option to take ownership of excess material and assume the responsibility for the transport and disposal of the dredged material at an offsite, non-wet location in accordance with all applicable State, Federal, and local laws and regulations at no additional cost to the Owner.

D. TEMPORARY WARNING SIGNS AND NAVIGATION AIDS:

1. Scope: The Contractor shall furnish all of the materials, labor and equipment necessary to construct and install the Temporary Warning Signs and Navigation Aids in accordance with U.S. Coast Guard Navigation Rules and Regulations as required. Temporary Warning Signs shall conform to Title 33, Chapter 1 of the Code of Federal Regulations which requires signage, lighted buoys, or a combination of both aids to be installed near hazards to navigation. It shall be the Contractor's responsibility to maintain these warning signs during construction and remove them prior to final demobilization. The locations of the Temporary Warning Signs and Navigation Aids required to be installed shall be included in the Work Plan, depending on whether the canal is navigable or not.
2. Measurement and Payment: The cost of all work and materials associated with installing, maintaining, and removing all temporary warning signs and navigation aids shall be in Bid Item "Mobilization and Demobilization".

E. WORK AREA:

1. Limits of Construction: The locations of the work to be performed are the designated canals and property adjacent to the canal owned or leased by St. John the Baptist Parish. All dredging will be contained within the existing channel limits, which may be State owned water bottoms. The construction limits available to the Contractor for accomplishing the work are restricted to either the State owned water bottoms or the property owned or leased by the Parish of St. John the Baptist adjacent to the canal. Approximate location of the construction limits are shown in the plans. No construction activities will be performed on the adjacent properties unless otherwise stated in the plans.

The Contractor will be required to exclude the public, for safety purposes, from the work areas in the immediate vicinity of operations, or any other area which may be dangerous to the public.

- #### **G. FINAL CLEAN-UP:**
- Final clean-up shall include the removal of the Contractor's machines, barges all equipment or materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the site of work prior to final acceptance. Excavators, Dredges and/or equipment shall be removed from the project site and materials to be disposed of shall only be disposed of in a manner and at locations approved by the Engineer. The Contractor is not permitted to abandon any equipment or materials within the project limits, the canal, or any areas adjacent to the Work Site, unless specifically stated in the Plans and Specifications or otherwise approved in writing by the Engineer. The Contractor shall perform the work specified herein at no direct pay. The cost of any work and materials associated with the final clean-up shall be included in Bid Item "Mobilization and Demobilization".

H. MEASUREMENT AND PAYMENT: Payment for this item shall be paid for at the contract unit price per cubic yard for Bid Items IIB, IIIB, & VIIB. Price and payment shall constitute full compensation for furnishing all labor, materials and equipment for the dredging or excavation of the material and performing all work as specified herein. There will be no payment for additional material due to over-dredging in excess of the quantities, lines, grades, and elevations shown on the Plans and stated in these Specifications. Final Payment will be based on the As-Built Survey of the dredged or excavated area per Section IV. Surveying.

VII. DELIVERABLES:

A. PRE-CONSTRUCTION CONFERENCE:

1. The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference:
 - a. Start Date & Estimated Date of Completion
 - b. List of all Sub-Contractors
 - c. List of Questions

2. During Construction: The Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:
 - a. The results of any and all surveys;
 - b. Progress Schedules;
 - c. Daily Progress Reports;
 - d. All Change Orders, Field Orders, Claims, Clarifications, and Amendments.

3. Administrative Records:
 - a. Contract Documents
 - b. Permits for Equipment Use
 - c. Project Reports
 - d. Relocation of Navigational Aids (If Required): Temporary removal of any navigation aids located within or near the areas required to be dredged or filled and material stockpile areas. The Contractor shall not otherwise remove, change the location of, obstruct willfully damage, make fast to, or interfere with any aid to navigation.
 - e. Notifications of Discovery of Historical or Cultural Sites: If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employee's from trespassing on, removing or otherwise damaging such resources. Such observations shall be reported immediately to the Parish and Engineer.

4. Post Construction: The Contractor shall contact the Engineer by electronic mail or mail, a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection and gain Acceptance by the Engineer. The following documents shall also be submitted to the Engineer:
 - a. Final Completion Reports
 - b. As-Built Drawings must be provided.

5. Summary of Project Submittals: The following table is a summary of submittals required of the Contractor as part of this section and other sections of these specifications.

Table 1 Summary of Submittals

Submittal	Location or Recipient	Date Due
Work Plan	Engineer	7 days prior to the Pre-Construction Conference
Progress Schedule	Engineer	7 days prior to the Pre-Construction Conference
Typical Daily Progress Report	Engineer	During Construction
Hurricane and Severe Storm Plan	Engineer	7 days prior to the Pre-Construction Conference
Health and Safety Plan	Engineer	7 days prior to the Pre-Construction Conference
Sediment Control and Pollution Abatement Plan	Engineer	7 days prior to the Pre-Construction Conference
Work Plan and Schedule Update	Engineer	During Construction
Pre-Construction Survey	Engineer	14 days prior to start of excavation or dredging
Results of Surveys and Calculations	Engineer	During Construction
Daily Progress Reports	Engineer	During Construction
Copies of Inspection Reports	Engineer	During Construction
Written Notice of Completion of Work	Engineer	Upon Completion of Work
Post Construction Survey	Engineer	Prior to Final Inspection as Scheduled by Engineer
As-Built Drawings	Engineer	Prior to Final Inspection as Scheduled by the Engineer

6. Threatened and Endangered Species: An Endangered Species Assessment was not performed for this project. No impacts to rare, threatened or endangered species or critical habitats are anticipated from the proposed project. However, if at any time Louisiana Natural Heritage Program (LNHP) tracked species are encountered within the project area, the contractor shall immediately notify the LNHP biologist at 225-765-2643.

VIII. 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 quantities per the unit prices required to complete each assigned canal 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 Price based on usage cost figures for labor and equipment. The Contractor shall be paid according to the total actual usage per unit cost figures.

The Contractor shall submit all partial pay invoices to the Parish contracted Consulting Engineer for approval and then forwarded to the Parish Public Works Department for submittal to the 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 from the date of completion and final acceptance by the Owner.

Ten percent (10%) shall be retained on all partial pay estimates for projects less than \$500,000.00 in cost and five percent (5%) for projects greater than \$500,000.00 in cost for construction in accordance with these plans and specifications. If all items are completed in accordance with these plans and specifications, a substantial completion shall be accepted by St. John the Baptist Parish and recorded with the Clerk of Court in the Parish of St. John the Baptist where the work was performed. Upon approval of the substantial completion by St. John the Baptist Parish, a five percent (5%) retainage of the total contract price shall be withheld. The remaining five percent (5%) will be paid within forty-five (45) calendar days after final acceptance of the job by the Parish Contracted Engineer and provided that all liens and other encumbrances have been shown in writing to be free and clear, to the satisfaction of the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish BID FOR: St. John the Baptist Parish
1811 W. Airline Highway 2020 Parishwide Canals
LaPlace, Louisiana 70068 Bid "A" Clearing & Snagging
(Owner to provide name and address of owner) *(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:

C.J. Savoie Consulting Engineers, Inc. and dated: July 2020
(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 "A": 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:

_____ N/A Dollars (\$ N/A _____)

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

_____ N/A Dollars (\$ N/A _____)

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

_____ N/A Dollars (\$ N/A _____)

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. 38:2212(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) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, Louisiana 70068

BID FOR: St. John the Baptist Parish
2020 Parishwide Canals

Bid "A"
Clearing & Snagging

(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:	✓ Base Bid or <input type="checkbox"/> Alt.#	MOBILIZATION, DEMOBILIZATION, BONDING & INSURANCE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IA.	1	SITE	\$ _____ /SITE
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	LARGE TRACK BACKHOE & OPERATOR	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IIA.	10	ACRES	\$ _____ /AC.
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	MARSH BUGGY EXCAVATOR	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IIIA.	5	ACRES	\$ _____ /AC.
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	DOZER (CAT. D-5 OR EQUIV.)	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IVA.	50	HOURS	\$ _____ /HR.
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	RUBBER TIRE BACKHOE (MIDSIZE)	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
V.A.	50	HOURS	\$ _____ /HR.
			\$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SMALL SKID STEER BACKHOE (BOBCAT)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
VIA.	100	HOURS	\$ _____ /HR	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	RUBBER TIRE FRONT-END LOADING GRAPPLE				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
VIIA.	100	HOURS	\$ _____ /HR.	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	12' X 20' FLOATING BARGE/EQUIP. MOUNT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
VIIIA.	30	DAYS	\$ _____ /DAY	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	15' X 30' FLOATING BARGE/DEBRIS LOAD				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
IXA.	30	DAYS	\$ _____ /DAY	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UTILITY TRUCK/TOOL TRANSPORT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
XA.	10	DAYS	\$ _____ /DAY	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TOOLS/CHAINSAWS, AXES, SHOVELS, ETC.				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
XIA.	30	DAYS	\$ _____ /DAY	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	BANK EROSION CONTROL/STAKE & WRAP				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
XIIA.	1	SITE	\$ _____ /SITE	\$ _____		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SURVEYING-BASELINE FLAGGING (8000 LF MIN.)	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIIIA.	1	SITE	\$ _____ /SITE
			\$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	PROGRESS REPORTING & DOCUMENTATION	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIVA.	1	SITE	\$ _____ /SITE
			\$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SIGNS, BARRICADES & PROG.	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XVA.	1	SITE	\$ _____ /SITE
			\$ _____

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

TO: St. John the Baptist Parish BID FOR: St. John the Baptist Parish
1811 W. Airline Highway 2020 Parishwide Canals
LaPlace, Louisiana 70068 Bid "B" Dredging/Excavation
(Owner to provide name and address of owner) *(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:

C.J. Savoie Consulting Engineers, Inc. and dated: July 2020
(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 "B": 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:

_____ N/A Dollars (\$ N/A _____)

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

_____ N/A Dollars (\$ N/A _____)

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

_____ N/A Dollars (\$ N/A _____)

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. 38:2212(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) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: St. John the Baptist Parish
 1811 W. Airline Highway
 LaPlace, Louisiana 70068

 (Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
 2020 Parishwide Canals
 Bid "B"
 Dredging/Excavation
 (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:	✓ Base Bid or <input type="checkbox"/> Alt.#	MOBILIZATION, DEMOBILIZATION, BONDING & INSURANCE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IB.	1	SITE	\$ _____ /SITE	\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	LARGE TRACK BACKHOE & OPERATOR	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
II.B.	10,000	CUBIC YARDS	\$ _____ /CY.	\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	MARSH BUGGY EXCAVATOR	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IIIB.	1,000	CUBIC YARDS	\$ _____ /CY.	\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	DOZER (CAT. D-5 OR EQUIV.)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IVB.	50	HOURS	\$ _____ /HR.	\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.#	RUBBER TIRE BACKHOE (MIDSIZE)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VB.	50	HOURS	\$ _____ /HR.	\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# SMALL SKID STEER BACKHOE (BOBCAT)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
VIB.	100	HOURS	\$ _____ /HR
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# SUCTION DREDGE BARGE, CUTTER-HEAD, 1500' DISCHARGE PIPE & FLOATS		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
VIIIB.	20,000	CUBIC YARDS	\$ _____ /CY.
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# DISCHARGE PIPE & FLOAT EXTENSION (EXCEED 1500')		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
VIIIB.	100	FEET	\$ _____ /FT.
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# FLOATING BARGE/EQUIP. MOUNT		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
IXB.	30	DAYS	\$ _____ /DAY
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# UTILITY TRUCK/TOOL TRANSPORT		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XB.	10	DAYS	\$ _____ /DAY
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# TOOLS/CHAINSAWS, AXES, SHOVELS, ETC.		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIB.	30	DAYS	\$ _____ /DAY
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# DEWATERING CONTROL @ DEPOSIT SITE		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIIB.	1	SITE	\$ _____ /SITE
			UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SURVEYING-BASELINE 100' INTERVAL ELEVATION SECTIONS & MAPPING DOC.(PRE & AS-BUILT)	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIIIB.	50	SECTIONS	\$ _____ /SEC. \$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	PROGRESS REPORTING & DOCUMENTATION	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XIVB.	1	SITE	\$ _____ /SITE \$ _____

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SIGNS, BARRICADES & PROGRESS REPORTS	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE
XVB.	1	SITE	\$ _____ /SITE \$ _____

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.

ATTESTATIONS AFFIDAVIT

ST. JOHN THE BAPTIST PARISH 2020 PARISHWIDE CANALS CONTRACTS "A" & "B"
NAME OF PROJECT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

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

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 below 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) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

B. Within the past five years from 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 below 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) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer 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.

B. If awarded the contract, Appearer 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.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

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/LegalEntity 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, 1811 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 _____ 2020.</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

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



Certification Regarding

Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or
Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: _____

Date _____ By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2020, by and between

St. John the Baptist Parish herein called "Owner," and _____

Parish of _____, and State of _____ Hereinafter Called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT "A" CLEARING & SNAGGING

Hereinafter called the project, for the sum of _____ dollars (\$_____) and all Construction in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (hers or their) own proper cost and expense to furnish all labor, Supervisory Personnel, materials, supplies, machinery, equipment, tools, other accessories and all appurtenances necessary to complete the said project in accordance with the General Conditions, Special Conditions, Plans and all other required drawings for further explanation of matter thereof, all Contract Documents including Construction Specifications, Bid Proposal, and Addenda, as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Engineer, and as enumerated in SC.02 of the Special Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 300 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day of delay until the work is satisfactorily completed.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in G-33 thru G-36, of the General Conditions and S-33 and S-34 of the Special Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

St. John the Baptist Parish
(Owner)

By: _____
Signature

By: _____
Jaclyn Hotard, President

Typed Name

Jaclyn Hotard
Typed Name

Title

President
Title

Witness

(Seal)

(Contractor)

(Secretary)

By _____

(Witness)

(Title)

Address and Zip Code

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

SIGNATURE

TYPE OR PRINT NAME

DATE

CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2020, by and between

St. John the Baptist Parish herein called "Owner," and _____

Parish of _____, and State of _____ Hereinafter Called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT "B" DREDGING/EXCAVATION

Hereinafter called the project, for the sum of _____ dollars (\$_____) and all Construction in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (hers or their) own proper cost and expense to furnish all labor, Supervisory Personnel, materials, supplies, machinery, equipment, tools, other accessories and all appurtenances necessary to complete the said project in accordance with the General Conditions, Special Conditions, Plans and all other required drawings for further explanation of matter thereof, all Contract Documents including Construction Specifications, Bid Proposal, and Addenda, as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Engineer, and as enumerated in SC.02 of the Special Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 300 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day of delay until the work is satisfactorily completed.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in G-33 thru G-36, of the General Conditions and S-33 and S-34 of the Special Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

St. John the Baptist Parish
(Owner)

By: _____
Signature

By: _____
Jaclyn Hotard, President

Typed Name

Jaclyn Hotard
Typed Name

Title

President
Title

Witness

(Seal)

(Contractor)

(Secretary)

By _____

(Witness)

(Title)

Address and Zip Code

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

SIGNATURE

TYPE OR PRINT NAME

DATE

SPECIAL CONDITIONS

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. ENGINEER'S RESPONSIBILITY

The term "Engineer" refers to the firm of C.J. Savoie Consulting Engineers, Inc., which has been designated by the Owner as its contracted engineering representative for this project. The Engineer's 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 the Engineer prior to submission to the Public Works Department for final approval. It shall be the duty of the Engineer to enforce the specifications in a fair unbiased manner.

XII. 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.

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.

XIII. PARISH PAYMENT RESPONSIBILITY

The Parish's Contracted Engineer, C.J. Savoie Consulting Engineers, Inc., shall submit all partial pay invoices to the Public Works Department or Utilities Department, for the completed Contracted work. 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.

XIV. 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

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 Parish Consulting Engineer 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 and E-verify Affidavit 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 or contractual time 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.1.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 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 Parish Consulting Engineer.

E. GUARANTEE:

All work as herein specified and/or as indicated on the Plans shall be guaranteed against defects in materials and workmanship from the date of completion and final acceptance by the Owner. 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 Contracted Representative, being C.J. Savoie Consulting Engineers, Inc., 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 to the acceptable completion of the project.

The decision of the Contracted 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 their contracted representative, shall have authority to suspend operations at any time when the work, in their 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 Parish's Contracted Consulting Engineer'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 Contracted 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 Public Works Department's or the Parish's Contracted Consulting Engineer's Representative will not be authorized to revoke, alter, enlarge, or release any requirement of these Specifications contrary to the Engineer's designed and approved Plans and Specifications. He will in no case act as foreman nor will he interfere with management of the work.

C. INSPECTIONS:

The Parish's Contracted Consulted Engineer shall be provided 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 Parish 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's Contracted Consulting Engineer as 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 and their authorized representatives 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 project. A requirement occurring in one segment of the project work 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 Contracted Consulting Engineer 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's Contracted Consulting Engineer 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 Parish Consulting Engineer.

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. All 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.

F. 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:

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, in the amount of \$300.00 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 Parish Consulting Engineer 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:

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:

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. TERMINATION FOR CAUSE:

PARISH may terminate this Agreement for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of this Agreement; provided that PARISH shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. The Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The CONTRACTOR may terminate this Agreement for cause based upon the failure of the PARISH to comply with the terms and/or conditions of this Agreement, provided that CONTRACTOR shall give the PARISH written notice specifying the PARISH'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date of the notice was mailed.

Notwithstanding the above, the CONTRACTOR will not be relieved of liability to PARISH for damages sustained by PARISH by virtue of any breach of this Agreement by the CONTRACTOR, and PARISH may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due PARISH from the CONTRACTOR is determined.

M. TERMINATION FOR CONVENIENCE:

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

N. 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.