**** SPECIFICATIONS ****

FOR:

ST. JOHN THE BAPTIST PARISH

2016 ROAD IMPROVEMENT PROGRAM

FOR:

ST. JOHN THE BAPTIST PARISH
PUBLIC WORKS DEPARTMENT

BY:

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

JANUARY 2016

ADVERTISEMENT FOR BIDS

Sealed bids will be received by St. John the Baptist Council in the Percy Hebert Building, 1801 W. Airline Highway, LaPlace, La. 70068, at the receptionist's desk, until 2:45 p.m., November 17, 2015 for the following:

Hotmix Asphalt Overlay on Prepared Surfaces
For Parishwide Road Improvements

Contract will be awarded for a period from January 01, 2016 to December 31, 2016.

Bids will be opened and read aloud at 3:00 p.m November 17, 2015 in the Joel S. McTopy Council Chambers of the Percy Hebert Building, 1801 W. Airline Hwy., LaPlace, La.

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 Bid – Hotmix Asphalt Overlay on Prepared Surfaces For Parishwide Road Improvements".** Details may be viewed and electronic bids are being accepted @ www.centralbidding.com. All Bid Documents and Specifications may also be viewed at the Parish website, www.sjbparish.com.

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 $300,000 to be held until December 31, 2016.

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 to waive any irregularities or informalities incidental thereto, and to accept any bid which the Council feels serves their best interest.

ST. JOHN THE BAPTIST PARISH

Publish:
October 21, 2015
October 28, 2015
November 4, 2015

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SPECIFICATIONS
FOR
ST. JOHN THE BAPTIST PARISH
2016 ROAD IMPROVEMENT PROGRAM

I. SCOPE

St. John the Baptist Parish Public Works Department proposes to complete improvements to a number of roads in the Parish based on a priority list established by the Parish Administration. Improvements will include as required on each road, asphalt paving, lime stabilization, soil cement stabilization, grading and earthwork and all appurtenances necessary to complete the work.

The "Bid Proposal" is for estimated annual quantities for lime stabilization, soil cement stabilization, and asphalt paving of Parish Streets. The unit prices submitted shall be binding for all of the roads as designated by the Engineer in the various areas of the Parish. The Engineer will coordinate with the Contractor to complete several roads in each area in order to minimize mobilization. The unit prices submitted on each proposal shall be binding for the remainder of this year ending on December 31, 2016.

The Contractor shall submit a bid bond in the amount of five percent (5%) of his or her bid for the typical street and a $300,000.00 performance bond to be held until December 31, 2016. Each Road project to be completed shall be at the direction of the Public Works Director by use of the Purchase Order (PO) system. A Purchase Order will be submitted to the Contractor with a set of plans defining the road work to be completed and the area and limits of construction per the bid unit prices as designated in the Contractor's Bid Proposal. The Contractor shall warrant each road for labor and materials for a period of one (1) year beginning on the date in which the Purchase Order was awarded by St. John the Baptist Parish Public Works Department. The Contractor shall have a License in Highway, Street and Bridge 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 Road Improvement Fund.

II. PERMITS AND PRECAUTIONS:

A. Permits: The Parish will have the plans approved by the Louisiana State Department of Health and Human Resources when such is required. The Contractor will be responsible for conforming with the requirements of these approvals.

B. Underground Utilities and Obstructions: It is the Contractor's responsibility to locate any underground utilities or obstructions and not damage them. He shall be responsible for any damage done.

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 shall be restored by the Contractor.

Excavations and street preparations shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the contractor shall provide suitable bridges. 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 at all project locations where a Parish street intersects a State highway.

III. GRADING AND EARTHWORK:

A. General: Those streets requiring such shall be scraped of their existing surfaces by pulverizing the asphalt surface with standard pulverizing equipment and excavated down to the necessary grades for installation of base materials. Contractor shall be cautioned not to pulverize to such a depth as to contaminate the existing surface aggregate material with subsurface high clay material on those streets requiring soil cement. Any excavated spoils shall be loaded and transported to such nearby areas determined by the Parish. When required by the accepted plans, pulverization spoils and other surface aggregates shall be graded and windrowed to be used as shoulder fill material. Excavation of cut areas shall continue until these areas conform with the lines, grades, slopes, and vertical cross sections shown on the plans. Placing, spreading, filling, and compacting areas to be filled also shall be continued alternately until these areas conform with the lines, grades, slopes, and typical cross sections shown on the accepted plans.

This work shall be done in accordance with the requirements of Section 203 of the Standard Specifications for Road and Bridge Construction of the State of Louisiana Department of Transportation.

B. Weather Conditions: No fill shall be placed, spread, or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until the moisture content and density of the fill material meet the required specifications.

IV. ASPHALT PAVING:

A. General: The Contractor shall furnish all labor, equipment, materials, etc. to bring the designated projects to a satisfactory completion in a workmanlike manner. The Contractor shall pave and apply the asphalt with self propelled paving equipment with heated screed. One or more courses which could be base, binder or wearing courses ranging from 1 inch to 4 inches shall be applied on prepared foundations and shall conform with the requirements established by the latest Louisiana Department of Highways "Standard Specifications for Roads and Bridges" or any revisions thereto.

B. Tack Coat:

1. General: This item shall consist of application of bitumen tack coat. The material and construction methods shall conform to the requirements of the Louisiana State Department of Transportation Standards for Road and Bridge Construction as last revised: (Section 504).

2. Material: Asphalt tack coat shall meet the requirements of AASHTO standard specifications for RC-70, material or RC-250 or emulsified asphalt, Grade SS-1H, SS-1, CMS-2, or CSS-1H as the Contractor elects.

3. Construction Methods: The base to be treated shall be thoroughly compacted true to line, grade and cross section as shown on the accepted drawing and swept or otherwise cleaned of all dust, mud, and foreign material.

   The bitumen shall be applied with a power distributor at a temperature between 100 degrees Fahrenheit and 150 degrees Fahrenheit.

   The tack coat shall be applied at a rate not to exceed 0.05 gallons per square yard. Traffic shall not be permitted on the tacked base until the bitumen has penetrated, dried and will not pick up under traffic.

C. Plant Mix Asphaltic Base and Wearing Course:

1. General: This item shall consist of base and wearing surface, constructed of asphaltic concrete on a prepared subbase in accordance with the plans and Specifications and conform to the Louisiana Department of Highways Standard Specifications.

2. Materials: The materials shall comply with those set forth for Level 1 Asphaltic Concrete Base and Wearing Course with maximum aggregate size of 0.5 inches in accordance with table 502-5 or the latest revised tables in the 2006 Edition of the Louisiana State Department of Highways Standard Specifications Road and Bridge Construction. The asphaltic

cement shall meet the requirements of AASHTO Specifications. Penetration grade of 64-22 or see revised penetration grade that complies with State Specifications.

3. Job-Mix Formula: The Marshall method of testing will be used in establishing the job mix formula and for control testing throughout the work. Compaction of the test specimen shall be done with seventy-five (75) blows on both the bottom and top of the specimens. Stability shall be not less than twelve hundred (1200) and flow shall be maximum of sixteen (16). The density of field samples shall be not less than ninety-five percent (95%) of the Marshall Laboratory compacted mixture composed of the same materials in like proportion.

4. Thickness: For total repaving areas, the thickness for the base course and the wearing course shall be each a single layer for a depth ranging from 1 inch to 2 inches in accordance with the sections shown on the Construction Plans. This requirement shall be checked by cores supplied and borne by the Contractor's testing laboratory (EST. 2 per street) and where a deficiency of more than ¼ inch exists, the Contractor shall be required to correct the deficiency, either by replacing the full thickness or overlaying the area to the satisfaction of the Engineer. Patching shall be as shown on the Construction plans and range from a depth of 6 inches to 8 inches.

D. Testing:

All required tests on materials shall be the responsibility of the Contractor and the test results furnished to the Engineer at the time of delivery to the jobsite. All asphalt mixes shall be approved by the Project Engineer prior to paving. Contractor shall have a State approved testing lab technician at the mix plant during all paving operations. The lab technician shall approve and submit in writing as proof that the approved mix is being supplied for these paving operations. The Contractor upon completion of paving operations shall have cores taken by a State approved testing lab at every 500 linear feet of paving. The testing lab shall test for composite mix and thickness and certify in writing the results to the Project Engineer. Core samples shall meet State DOTD requirements.

V. SOIL CEMENT STABILIZATION:

A. General: Contractor must furnish all labor, equipment, materials etc., to bring designated projects to a satisfactory conclusion in a workmanlike manner. The soil cement shall be installed in accordance with the latest Louisiana Department of Highways "Standard Specifications for Roads and Bridges" Sections 301, 302, and 303 and any revisions thereto.

B. Construction: The soil shall be combined with the portland cement and water by travel plant, central plant or other approved methods and shaped on the approved subgrade. The portland cement shall be ten percent (10%) by volume as designated in the section sheet of the drawings indicated through testing and mixed in for a depth of 8 inches or 10 inches to a width as shown on the Construction Plans for a specified length in which the square yardage shall be computed. Water needed to bring the moisture content of the moisture to within the tolerance specified shall be added and uniformly mixed with the materials to achieve a density of 95% of maximum. Test results must be furnished promptly upon completion to avoid and delay with other phases of work.

C. Compaction: The mixture shall be uniformly compacted immediately upon completion of mixing or placement. The number and type of rollers used shall be sufficient to uniformly compact the base course to the specified depth and width within a specified time. The surface shall be kept uniformly moist at all times during compaction and final finishing. All compaction shall be completed within three (3) hours after initial mixing of cement with the base course materials. After the 3-hour period, blading of the base will be allowed. The finish course shall have a smooth, uniform surface. Upon completion, the base shall be kept protected against rapid drying for a period of 72 hours. When maintenance of traffic is not required, neither public nor construction traffic will be allowed on the base for a 72 hour curing period, unless permitted by the Engineer. Upon completion of the project, the surface shall be protected by sealing with two (2) applications of 20% solution of anionic SS-1H.

D. Testing: Upon completion of each project, Contractor shall have a state certified testing lab obtain and perform a minimum of two (2) compaction test or one every five hundred (500) feet, whichever is greater. These tests must be taken from areas ranging from the center of the prepared base to the outside edges.

E. Material: The portland cement shall be in accordance with section 901.02 of the Louisiana Department of Highways "Standard Specifications for Roads and Bridges" or any revisions thereto.

VI. LIME STABILIZATION:

A. General: Contractor must furnish all labor, equipment, materials, etc. to bring designated projects to a satisfactory conclusion in a workmanlike manner.

The lime shall be installed in accordance with the latest Louisiana Department of Highways "Standard for Roads and Bridges" Section 304 and any revisions thereto.

B. Construction: The lime shall be transported in bulk and mixed in accordance with the Louisiana Standard Specifications, type B treatment. The percentage to be incorporated shall be eight percent (8%), ten percent (10%), or twelve percent (12%) by volume as so designated in the section sheet of the drawings indicated through testing at a depth of 8 inches or 10 inches from the top of the base course. The lime shall be uniformly spread and uniformly mixed with the soil to a width, as shown on the construction plan for a specified length in which the square yardage shall be computed. Any procedure which results in excessive loss or displacement of the lime shall be immediately discontinued.

The lime shall be spread, mixed, watered, sealed (compacted when used as the base material) and allowed to mellow for a minimum of 48 hours. The lime shall be applied on such areas as can be properly processed during the same working day. Any lime that has been exposed to the open air for a period in excess of six (6) hours and lime lost or damaged before incorporation due to rain, wind or other cause will be rejected, deducted from measured quantities and shall be replaced by the Contractor at no additional cost to the Parish. After finishing operations have been completed, no vehicle or equipment other than sprinkling equipment shall be permitted on the lime treated material for a minimum of 72 hours, unless otherwise directed by the Project Engineer. During the curing period, the lime treated material shall be lightly sprinkled with water at frequent intervals to prevent drying. Upon completion of the project, the surface shall be protected by sealing with two (2) applications of 20% solution of anionic SS-1H.

C. Testing: Upon completion of each project, Contractor shall have a state certified testing lab and obtain perform a minimum of two (2) compaction tests or one every five hundred (500) feet whichever is greater. These tests must be taken from areas ranging from the cent of the prepared base to the outside edges.

D. Material: The lime shall be in accordance with section 1018.03 of the Louisiana Department of Highways "Standard Specifications for Roads & Bridges" or any revisions thereto.

VII. MANHOLE AND VALVE COVERS:

A. Manhole Covers: Manhole covers shall be raised or lowered to conform with the lines and grades of the proposed finished surfaces. Manhole covers shall be raised by the addition of cast iron adjustment rings that integrally attach to the existing ring. To lower a cover, the asphalt shall be excavated around the manhole and either the existing ring or new ring shall be reset to meet the finish grade. The excavated area around the manhole shall be replaced with 3,000 psi concrete. These shall be a smooth transition with the edge of the manhole ring and the finished asphalt surface, not allowing for movement of the manhole cover from normal traffic.

B. Valve Covers: All water and gas valves shall be raised or lowered to meet the finished grade. The appropriate utility shall be contacted prior to raising or lowering a valve. Should the utility company wish to lower their respective valve cover, then ample notice shall be given to the utility prior to paving in order to complete the adjustment of the covers.

VIII. LIMESTONE:

The limestone for shoulders, driveway patching, or base work shall be 610 Limestone aggregate per ASTM Specifications and shall be spread and compacted in accordance with Section 401 of the Louisiana Department of Transportation and Development Specifications. The Material shall be spread uniformly and graded to the thickness and widths as shown on the Construction Plans. The thickness shown on the plans are loose vehicle measurements (L.V.M.). Compaction will be completed by use of a light roller or rubber tire vehicle.

IX. FILL MATERIAL (ROADBED & SHOULDERS):

A. Fill for Roadbeds:

The soil to be placed on roadbeds as fill for stabilization shall have a PI of 25 or less, a liquid limit of less than 35, an organic content of less than 2 percent, sand of less than 79 percent and a maximum silt content of 60 percent. The material for roadbed base stabilization shall be in accordance with Section 302 of the Louisiana Standard Specifications for Roads and Bridges. The material shall be loose vehicle measure (LVM) for bidding and placement.

B. Fill for Shoulders:

Fill material for shoulders shall be A-4 or better in accordance with DOTD TR 423. The soil shall have a PI greater than 20 and less than 35, a maximum liquid limit of 35 and an organic content less than 5 percent. The fill material shall have a maximum silt content of 65 percent. The fill material for shoulders shall be selected and placed in accordance with Section 203 of the Louisiana Standard Specifications for Roads and Bridges (2000 Edition). The material shall be loose vehicle measure (LVM) for bidding and placement.

X. CLEAN-UP:

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

XI. 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 Road 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 cost figures for labor and equipment. The Contractor shall be paid according to the total actual quantities per unit cost figures. If the Contractor is completing the project and the total cost exceeds the Purchase Order amount, then the Contractor shall notify the Parish prior to the completion of the project.

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1801 West Airline Hwy.
Laplace, Louisiana 70068

(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
2016 Road Improvement Program

(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: October 2016
(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars ($ _____)

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

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

_____ Dollars ($ _____)

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

_____ Dollars ($ _____)

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

_____ Dollars ($ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish
1801 West Airline Hwy.
Laplace, Louisiana 70068

(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
2016 Road Improvement Program

(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 ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
I. Asphalt Paving	5,000	Tons	$_____/Ton	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
II. Asphalt Patching:				
A. 6" Asphalt Patching	500	Tons	$_____/Ton	
B. 8" Asphalt Patching	500	Tons	$_____/Ton	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
III. Lime Stabilization				
A. 8" Depth (8% By Volume)	100	SY	$_____/SY	
B. 8" Depth (10% by Volume)	100	SY	$_____/SY	
C. 8" Depth (12% By Volume)	100	SY	$_____/SY	
D. 10" Depth (8% by Volume)	100	SY	$_____/SY	
E. 10" Depth (10% By Volume)	100	SY	$_____/SY	
F. 10" Depth (12% by Volume)	100	SY	$_____/SY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IV. Soil Cement Stabilization A. 8" Depth (10% by Volume)	500	SY	$_____/SY	
B. 10" Depth (10% by Volume)	500	SY	$_____/SY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
V. Pulverize Existing Road Surface	10,000	SY	$_____/SY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VI. Planing and Milling of Existing Road Surface	10,000	SY	$_____/SY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VII. Grade and Window Existing Surface Material	1,000	SY	$_____/SY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VIII. Limestone Shoulders	1,000	CY	$_____/CY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IX. Grade Shoulder Material to Edge of Street	5,000	LF	$_____/LF	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
X. Adjust Manhole Covers	50	EA	$_____/EA	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XI. Adjust Valve Covers	30	EA	$_____/EA	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XII. Load and Haul Aggregate Material to (Rear of Percy Hebert Bldg. At 1801 W. Airline Hwy.)	1,000	CY	$_____/CY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIII. Fill Material for Roadbed (LVM)	500	CY	$_____/CY	

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIV. Fill Material for Shoulders (LVM)	300	CY	$_____/CY	

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

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

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

I, _____, the owner/authorized representative of

_____
Company/Individual/Legal Entity Name

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

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

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

_____
Signature of Authorized Signatory

_____
Printed Name of Signatory

_____
Title of Authorized Signatory

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

_____
Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

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

STATE OF LOUISIANA

PARISH OF _____

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

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

_____
Company / Individual / Legal Entity Name

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

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

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

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

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Contractor'smisapplication of payments (R.S. 14:202)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Issuing worthless checks (R.S.14:71)
(i) Malfeasance in office (R.S. 14:134)

_____ _____
Name of Bidder Signature of Authorized Signatory of Bidder

_____ _____
Project Name/Number Title of Authorized Signatory

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

_____
Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

SAINT JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

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

STATE OF _____

PARISH/COUNTY OF_____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

_____
Company/Individual/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 Contractornor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee. Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

_____ Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____2015.
_____ Printed Name of Signatory	_____ Notary Signature
_____ Title of Authorized Signatory	Printed Notary Name: _____
_____ Project Name/Number	Notary/Bar Roll Number: _____ My Commission is for/expires on: _____

CORPORATE RESOLUTION OF:

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made
on_____ date
at_____ time
at_____ location

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

Therefore, it is resolved, that the corporation shall:

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

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

Director signature	Printed name	Date
Director signature	Printed name	Date

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

Signature of Secretary

Date

Printed name of Secretary

SPECIAL CONDITIONS

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 $1,000,0001$1,000,000/$1,000,000
2.) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
3.) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
4.) No excluded classes of personnel or employees shall be allowed on Council's premises.

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

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

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

1) $1,000,000 each occurrence limit
2) $2,000,000 general aggregate limit other than products-completed operations
3) $1,000,000 personal and advertising injury limit
4) $1,000,000 products/completed operations aggregate limit
5) $50,000 fire damage limit
6) $5,000 medical expense limit (desirable but not mandatory)
7) $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.

8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

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

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

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

III. CONTRACTORS INSURANCE RESPONSIBILITY

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

IV. HOLD HARMLESS AGREEMENT

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

V. EXCLUSIONS

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

VI. DISCLOSURE

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

VII. LICENSE REQUIREMENTS

A) LICENSES

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

VIII. CERTIFICATES & TAX FORMS

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

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

IX. COMMENCEMENT OF WORK

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

X. TIME OF COMPLETION CONSTRUCTION SCHEDULE

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

XI. PUBLIC WORKS OR UTILITIES RESPONSIBILITY

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

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

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

XII. PARISH PAYMENT RESPONSIBILITY

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

XIII. LIENS

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

GENERAL ENGINEERING CONDITIONS

GENERAL ENGINEERING CONDITIONS

PART I - DEFINITION OF TERMS

A. GENERAL:

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

B. THE OWNER:

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

C. THE ENGINEER:

The Engineers shall be as defined in Special Provisions hereof.

D. PARISH REPRESENTATIVE:

An employee of the Parish Public Works Department or Parish 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 of decrease the work to be performed under the Contract.

P. PERFORMANCE BOND:

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

Q. THE WORK:

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

R. PURCHASE ORDER:

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

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

Association of State Highway Officials.

T. A . C . I .

American Concrete Institute.

U. A. I. S.C.

American Institute of Steel Construction.

V. A.G.A.:

American Gas Association.

W. **A.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 of 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 Engineer.

E. GUARANTEE:

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

GENERAL ENGINEERING CONDITIONS

PART IV - CONTROL OF THE WORK

A. AUTHORITY OR OWNER AND ENGINEERS:

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

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

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

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

The Public Works Department's Representative or Parish 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 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 Parish Engineer's Representative will not be authorized to revoke, alter, enlarge, or release any requirement of these Specifications, nor to approve or accept any portion of the work, nor will he be authorized to issue instructions contrary to the Plans and Specifications. He will in no case act as foreman nor will he interfere with management of the work.

C. INSPECTIONS:

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

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

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

D. NOTICE AND SERVICE THEREOF:

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

E. DEFECTIVE WORK:

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

F. COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

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

G. SHOP DRAWINGS:

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

GENERAL ENGINEERING CONDITIONS

PART V - CONTROL OF MATERIALS

A. MANUFACTURED ARTICLES:

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

If Contractors bid on substitute materials or offer alternate bids, they must state with their bid a complete description of the proposed substation, 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 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. AU materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources.

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

C. LIST OF MATERIAL AND EQUIPMENT:

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

D. STORAGE OF MATERIALS:

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

E. TESTING OF MATERIALS:

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

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

F. DEFECTIVE MATERIALS:

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

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

GENERAL ENGINEERING CONDITIONS

PART VI - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC:

A. AUTOMOBILE LIABILITY INSURANCE:

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

B. PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times so conduct his work as to insure the lease 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 (Only When Required/Contract):

As time is of the essence in this Contract, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, both parties to the Contract mutually agree that the Contractor shall pay the Parish, as acknowledged liquidated damages, an amount determined, affixed an agreed (as stipulated in the Contract and/or Special Provisions hereof) per calendar day that he is delinquent, which amount shall be reported by the Public Works Department or Parish 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 (Not Required in this Contract):

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

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

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

L. SUPERVISION AND GENERAL FOREMAN:

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

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

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