



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000144016 Two (2) Year Contract for Linen/Dust Control Rental Services
for the Jefferson Parish Department of Water**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
29-Dec-2023 02:47:09 PM



Bid Number 50-00144016

**Two (2) Year Contract for Linen/Dust Control Rental Services for the
Jefferson Parish Department of Water**

BID DUE: January 12, 2024 AT 11:00 AM

ATTENTION VENDORS!!!

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

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist I: Jill Truelove
Email: Jill.Truelove@jeffparish.net
Phone: 504-364-2682**

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

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DATE: 12/29/2023

BID NO.: 50-00144016

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

VENDOR: 27118 BLANK BID COPY VENDOR

**PURCHASING SPECIALIST:
JTRUELOVE@jeffparish.net**

Bids will be received until 11:00 AM, 1/12/2024 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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

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

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

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

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

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

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

5,6,10,12,13

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 12/29/2023

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00144016

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
JTRUELOVE

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

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

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME: Cintas Corporation No. 2

SIGNATURE: *Sabrina Hebert*
(Must be signed here)

TITLE: Market Sales Manager

PRINT OR TYPE NAME:
Sabrina Hebert

ADDRESS:
120 Canvasback Drive

CITY, STATE: St. Rose, Louisiana

ZIP: 70087

TELEPHONE: (504)908-7209

FAX: (N/A)

EMAIL ADDRESS:
HebertS3@cintas.com

TOTAL PRICE OF ALL BID ITEMS: \$ 11,091.60

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144016

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	624.00	EA	<p>Two (2) Year Contract for Linen/Dust Control Rental Services for the Jefferson Parish Department of Water</p> <p>0001 24 INCH DUST MOP WITH HANDLE (4) EACH - WESTBANK WATER PLANT (2) EACH - EASTBANK WATER PLANT</p> <p>*****</p> <p>TWO (2) YEAR CONTRACT FOR LINEN/DUST CONTROL RENTAL SERVICES FOR THE JEFFERSON PARISH DEPARTMENT OF WATER. *****</p> <p>EIGHT (8) SERVICE LOCATIONS ARE DEFINED IN THE ATTACHED SPECS.</p> <p>EACH LOCATION IS TO BE SERVICED ON A WEEKLY BASIS AS DESIGNATED BY EACH SITE CONTACT.</p> <p>.</p>	\$ 0.90	\$ 561.60
2	208.00	EA	<p>0002 3 FT X 10 FT DUST CONTROL MAT, BROWN</p> <p>(2) EACH - WESTBANK WATER PLANT</p>	\$ 3.15	\$ 655.20
3	2,600.00	EA	<p>0003 4 FT X 6 FT DUST CONTROL MAT, BLACK (12) EACH - WESTBANK WATER PLANT</p> <p>(4) EACH - WESTBANK OUTSIDE MAINTENANCE OFFICE (2) EACH - EASTBANK OUTSIDE MAINTENANCE OFFICE (7) EACH - EASTBANK WATER PLANT</p>	\$ 3.15	\$ 8,190.00
4	416.00	EA	<p>0004 4 FT X 6 FT DUST CONTROL MAT, BROWN (4) EACH - WESTBANK UTILITY BILLING OFFICE</p>	\$ 4.05	\$ 1,684.80

Bid 50-00144016
Two (2) Year Contract for Linen/Dust Control Rental Services for the
Jefferson Parish Department of Water

We extend this bid to solicit linen/dust control rental services for a two (2) year period for the Jefferson Parish Department of Water. Exchange services are to be provided on a weekly basis. Quantities are estimates to be used for bidding purposes only.

I. Service Locations and Points of Contact:

- Westbank Water Plant
4500 Westbank Expressway
Marrero, LA 70072
Attention: David Mahner, 504-349-5085
- Westbank Utility Billing Office
4500 Westbank Expressway
Marrero, LA 70072
Attention: Gwen Sanders, 504-349-5064
- Westbank Outside Maintenance Office
1540 River Park Road
Bridge City, LA 70094
Attention: Mario Kennedy, 504-838-4334
- Eastbank Outside Maintenance Office
3600 Jefferson Highway, Building B
Jefferson, LA 70121
Attention: Mario Kennedy, 504-838-4334
- Eastbank Water Plant
3600 Jefferson Highway, Building D
Jefferson, LA 70121
Attention: Mervin Graves, 504-838-4398

II. Product Specifications:

Line 0001 – 24-inch Dust Mops with Handles to be distributed as follows:

- (4) each – Westbank Water Plant
- (2) each – Eastbank Water Plant

Line 0002 – 3 ft. X 10 ft. Dust Control Mat, Brown

- (2) each – Westbank Water Plant

Line 0003 – 4 ft. X 6 ft. Dust Control Mat, Black

- (12) each – Westbank Water Plant
- (4) each – Westbank Outside Maintenance Office
- (2) each – Eastbank Outside Maintenance Office
- (7) each – Eastbank Water Plant

Line 0004 – 4 ft. X 6 ft. Dust Control Mat, Brown
(4) each – Westbank Utility Billing Office

III. Service Schedule:

Each location shall be serviced one (1) time weekly, exchanging dirty items for new, clean items. Vendor shall exchange items per the designated location as defined by each location representative.

IV. Insurance:

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages of Commercial General Liability, Comprehensive Automobile Liability and Worker's Compensation Insurance in compliance with the requirements stated in the Jefferson Parish "Standard Insurance Requirements." Failure to comply will cause bid to be rejected. A final Certificate of Insurance will be requested from low bidder prior to parish contract execution.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. C/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Insurance Corporation	42404
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: LM Insurance Corporation	33600
INSURER D: Westchester Fire Insurance Company	10030	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570100104046**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB2651004227093	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY Comp/Coll \$0 Ded. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-651-004227-073 AOS	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			G22035277018	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WA565D004227103 WC5651004227123	07/01/2023 07/01/2023	07/01/2024 07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570100104046

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Cintas Corporation and its Subsidiaries PO Box 625737 Cincinnati OH 45262 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

EVIDENCE OF COVERAGE**Policy Term**

07-01-2023 to 07-01-2024

This Evidence of Coverage is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Evidence of Coverage. This Evidence of Coverage does not amend, extend or alter the coverage described below. This Evidence of Coverage may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Evidence of Coverage without the consent of Aon is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Evidence of Coverage via www.AonLine.Aon.com. The information contained herein is as of the date referred to above. Aon shall be under no obligation to update such information.

ADDITIONAL INFORMATION**GENERAL LIABILITY****ADDITIONAL INSURED WORDING:**

YOU are included as an Additional Insured on the General Liability policy where required by written contract executed prior to loss, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

WAIVER OF SUBROGATION WORDING:

Waiver of Subrogation applies in favor of YOU on the General Liability policy where required by written contract and only to the extent granted in that contract.

AUTOMOBILE LIABILITY**ADDITIONAL INSURED WORDING:**

YOU are included as an Additional Insured on the Automobile Liability policy with regard to any leased vehicle where their interests may appear.

PHYSICAL DAMAGE COVERAGE:

The Named Insured assumes all Liability for Physical Damage.

WORKERS' COMPENSATION**WAIVER OF SUBROGATION:**

Waiver of Subrogation Applies in favor of YOU on the Workers' Compensation policy with regard to work performed under a written contract that requires such an agreement and only to the extent granted in that contract.

The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

The Company hereby authorizes Aon Risk Services of Ohio Inc. to issue certificates of insurance, or to display Evidence of Coverage, including any Mortgagee or Loss Payee clauses consistent with the foregoing.

The Evidence of Coverage of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

INVITATION TO BID
THIS IS NOT AN ORDER

JEFFERSON PARISH

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

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

to the extent applicable and as amended by the parties

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretn, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. ~~Unless otherwise specified, all workmanship and materials must have at least one (1) year warranty, in writing, from the date of delivery and/or acceptance of the project.~~ Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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

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

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

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

RESOLUTION NO. 136353 (AMENDS RESOLUTION NO. 113646)
GENERAL CONDITIONS AND AGREEMENT FOR THE PURCHASES OF MATERIALS,
SUPPLIES OR SERVICES AND PUBLIC WORKS PROJECTS

F. Licensing Requirements (Ordinance No. 13574 as Amended)

N/A

SECTION 6. EXAMINATION OF SITE, DRAWINGS, ETC.

~~A. Prior to submitting a bid each Bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the Work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. _____, and contract forms.~~

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

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

GENERAL CONDITIONS

SECTION 1. EXECUTION OF CONTRACT

The successful bidder shall execute the Contract with the Owner in the form of the Agreement included in the Bid Documents, in such number of counterparts as the Owner may request within twelve (12) days after receipt of Notice of Award of the Contract by the Owner unless the Owner and the Contractor otherwise mutually agree. One copy of the executed Contract for any Public Works project with all documents forming a part thereof shall be filed at the expense of the Contractor, with the Recorder of Mortgages in Jefferson Parish immediately, but in any event before Contractor commences the Work, and evidence of such filing shall be provided to Owner.

SECTION 2. PERFORMANCE AND PAYMENT BONDS

N/A

SECTION 3. SCOPE OF THE BOND AND OBLIGATION OF THE BONDSMAN ← N/A

SECTION 8. INTENT OF DRAWINGS AND SPECIFICATIONS ← N/A

SECTION 9. ERRORS AND DISCREPANCIES ← N/A

SECTION 10. COPIES OF DRAWINGS FURNISHED ← N/A

SECTION 11. SHOP DRAWINGS ← N/A

SECTION 12. RECORD AND AS-BUILT DRAWINGS ← N/A

SECTION 13. PROSECUTION AND PROGRESS ← N/A

SECTION 15. TIME OF COMPLETION ← N/A

SECTION 16. EXTENSION OF TIME ← N/A

SECTION 17. LIQUIDATED DAMAGES

We do not agree to provide liquidated damages. Not appropriate for our products and services.

~~A. Owner and Contractor recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. Owner and Contractor further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the Owner and that, accordingly, if the Contractor shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the Owner in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in paragraph E below, the Contractor agrees, as a part of the consideration for the award of this Contract, that Owner shall be entitled to receive the amount or amounts per day set forth in B below from Contractor, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work.~~

~~B. The Contractor shall owe Owner liquidated damages in the amount specified in the Agreement for each and every calendar day after the time specified in the Agreement for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Agreement for final completion, or any proper extension thereof granted by the Owner, Contractor shall owe Owner liquidated damages in the amount specified in the Agreement for each and every day after the time specified in the Agreement for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.~~

~~C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the Contractor has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.~~

~~D. Contractor further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where Contractor has failed to complete the Work in accordance with the applicable Contract Times, and Owner need not formally place the Contractor in default, the Contractor hereby expressly waiving any and all notices of default.~~

~~E. In addition to and not in lieu of the liquidated damages provided above, Owner shall also be entitled to recover from Contractor or Contractor's surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with the Contract Times for the same amount of time calculated pursuant to paragraphs B and C.~~

~~These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:~~

- ~~(1) Extended architectural and/or engineering fees \$ _____;~~
- ~~(2) Extended Resident Project Representative fees \$ _____;~~
- ~~(3) Extended construction management fees \$ _____;~~
- ~~(4) Extended Owner's overhead and personnel expenses \$ _____; and~~
- ~~(5) Owner's other costs directly related to the delay in completion beyond the Contract Times.~~

~~F. Contractor agrees and consents that the liquidated and additional liquidated damages may be deducted from progress payments payable to Contractor pursuant to the Contract Documents and that Contractor shall accept the Contract Price, reduced by the aggregate amount of the liquidated and additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.~~

SECTION 20. QUALITY OF MATERIALS **N/A****SECTION 21. STORAGE OF MATERIALS** **N/A****SECTION 23. AUTHORITY OF THE DESIGN PROFESSIONAL AND/OR RESIDENT PROJECT REPRESENTATIVE** **N/A****SECTION 24. SUPERVISION AND GENERAL FOREMAN** **N/A****SECTION 26. CONFERENCES** **N/A****SECTION 27. INJURIES TO PERSONS AND PROPERTY**

A. The Contractor shall be held ~~alone~~ ^{to the extent} responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of himself, his employees or his agents, during the progress of or in connection with the prosecution of the Work, whether within the limits of the Work or elsewhere and whether under the Contract proper or as extra Work.

~~B. The Contractor must protect and support all water and gas pipes or other conduits and buildings, walls, fences, or other properties which are liable to be damaged during the execution of his Work. He shall take all reasonable and proper precautions to protect persons, animals, and vehicles of the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever they are needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. He must restore at his own expense all injured property caused by any negligent act of omission or commission on his part or on the part of his agent, including sidewalks, curbing, sodding, pipes, conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees, or any other building or private property to a condition as good as it was when he entered upon the Work.~~

~~C. In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours notice proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under the Contract.~~

~~D. The Contractor shall indemnify and save harmless the Owner, or the Design Professional acting in behalf of the Owner, from all suits and actions that may be brought against it by reason of any injury, or alleged injury, to the person or property of another resulting from negligence or carelessness in the execution of the Work, or on account of any negligent act or omission, or from improper methods or means of construction on the part of the Contractor, his representatives, or employees. The Contractor shall have the sole responsibility of determining the best and proper method or means of construction and the Owner, or the Design Professional acting on behalf of the Owner, shall not be held responsible for determining or suggesting a method or means of construction, except as expressly indicated in the Contract Documents.~~

SECTION 28. CORRECTION OF WORK

← N/A

SECTION 29. DEDUCTION FOR UNCORRECTED WORK

← N/A

SECTION 30. REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

← N/A

SECTION 32. PUBLIC CONVENIENCE AND SAFETY

← N/A

SECTION 33. STRUCTURES AT RAILROAD CROSSINGS

← N/A

SECTION 34. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

N/A

SECTION 35. BARRICADES, DANGER, WARNING, AND DETOUR SIGNS

← N/A

SECTION 36. RIGHTS OF WAY

← N/A

SECTION 37. CONTRACTOR'S RESPONSIBILITY FOR WORK

← N/A

SECTION 38. OWNER'S RIGHT TO OCCUPANCY

← N/A

SECTION 39. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall obtain and maintain such liability and other insurance as is required herein, or in the General Conditions and Agreement for the Purchase of Materials, Supplies or Services and Public Works Projects. Pursuant to La. R.S. 9:2780.1, the cost of such insurance shall be included in the Contract price.

A. The Contractor shall not commence Work under the Contract until he has obtained all insurance required by these provisions.

B. That the insurance requirements, indemnity provisions, and waiver provisions for all Contractors engaged in performing Work or services for the Owner shall be as follows:

INDEMNITY

The indemnity provisions on all construction projects shall be as follows:

~~"To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save the Owner, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors with whom the Owner may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of action of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from operations contemplated by the Contract, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this Agreement, except damages arising out of injuries or property claims to third parties caused by the sole negligence of Owner, its employees or agents.~~

~~Further, Contractor hereby agrees to indemnify, the Owner for all reasonable expenses including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs incurred by or imposed upon the Owner in connection therewith for any loss, damage, injury or other casualty. Contractor further agrees to pay all reasonable expenses and attorneys' fees incurred by the Owner in establishing the right to indemnity pursuant to the provisions of this section."~~

On contracts for purchase and installation and/or maintenance of equipment or purchase of materials, supplies, or services the following indemnity provision shall apply:

"To the fullest extent permitted by law, Contractor, agrees to protect, defend, indemnify and save the Owner, its agents, officials, employees, volunteers or any firm, company, organization, or individual, or their contractors, or subcontractors with whom the Owner may be contracted harmless from and against any and all claims, demands, actions, and causes of action of every kind and character ~~including but not limited to claims based on negligence, strict liability, and absolute liability~~ which may arise in favor of any person or persons on account of illness, ~~disease~~, loss of property, services, wages, death or personal injuries resulting from acts or omissions of Contractor, its agents, employees, assigns, or subcontractors, during the operations contemplated by the Contract.

the negligent

but only to the extent

This indemnity does not extend to the ~~sole~~ negligence of the Owner and the Contractor shall not be liable to the Owner for its lost profits or revenue or consequential damages ~~except claims advanced in tort and/or claims advanced in contract due to the bad faith of Contractor. Bad faith shall mean a breach of some motive or interest of ill will on the part of the Contractor.~~

but only to the extent of Contractor's negligence

Further, Contractor hereby agrees to indemnify the Owner for all reasonable expenses including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs incurred by or imposed upon the Owner in connection therewith for any such loss, damage, injury or other casualty. ~~Contractor further agrees to pay all reasonable expenses and attorneys' fees incurred by the Owner in establishing the right to indemnity pursuant to the provisions in this agreement."~~

Pursuant to La. R.S. 9:2780.1 and the General Conditions and Agreement for the Purchase of Materials, Supplies or Services and Public Works Projects, CONTRACTOR acknowledges that CONTRACTOR is required to obtain insurance for the purpose of insuring its obligation to indemnify, defend, and hold harmless the Indemnitees as described above, and CONTRACTOR acknowledges that CONTRACTOR has recovered the cost of such insurance in the Contract Price

SECTION 40. CHANGES IN THE WORK

← N/A

SECTION 41. EXTRA AND/OR ADDITIONAL WORK AND CHANGES

← N/A

SECTION 42. SUBSURFACE CONDITIONS

← N/A

SECTION 43. UNDERGROUND FACILITIES

← N/A

SECTION 44. HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

← N/A

SECTION 45. REMOVAL OF IMPROPER MATERIAL

← N/A

SECTION 47. INSPECTION

← N/A

SECTION 48. TESTING LABORATORY

← N/A

SECTION 50. APPLICATION FOR PAYMENTS


← N/A

SECTION 51. PAYMENTS TO CONTRACTOR

← N/A

SECTION 52. NOTICE AND SERVICE THEREOF **N/A****SECTION 53. BREAKDOWN OF QUANTITY AND COST** **N/A****SECTION 55. COMPLETION - FINAL INSPECTION** **N/A****SECTION 56. ACCEPTANCE** **N/A****SECTION 57. GENERAL GUARANTY**

A. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the Work by the Owner shall constitute an acceptance of Work not in accordance with the Drawings, Specifications, and Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. ~~The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final recorded acceptance unless a longer period is specified in the Detailed Specifications.~~ The Owner will give notice of observed defects with reasonable promptness.

SECTION 64. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS **N/A****EXHIBIT A** **N/A****Duties, Responsibilities and Limitations of
Authority of Resident Project Representative**

**AGREEMENT
BETWEEN
JEFFERSON PARISH
(OR LIST OTHER, APPROPRIATE DISTRICT OR SUBDISTRICT)
AND
(INSERT NAME OF CONTRACTOR)**

SCOPE OF WORK

Jefferson Parish, _____, by virtue of Resolution No. _____, does hereby grant and confirm unto Contractor the contract in the amount of (INSERT AMOUNT IN WORDS) (\$ INSERT AMOUNT IN FIGURES), (INSERT NATURE OF WORK), as per the General Conditions, any Supplementary Conditions, the Drawings and Specifications on file in the Office of the Chief Buyer for the Parish of Jefferson under Proposal No. _____, and the Contractor's written Bid proposal dated _____, copies of which are attached hereto and made a part hereof.

as modified, The Contractor and its successors and assigns hereby agree to perform the Contract well and faithfully in strict conformity with the terms and conditions of the Contract, including the General Conditions, any Supplementary Conditions, the Drawings and Specifications, the Instructions to Bidders, and Contractor's written Bid proposal attached hereto.

OWNER'S REPRESENTATIVE

_____ is responsible for or designed the Project which is the subject of this Agreement and is hereinafter referred to as the Design Professional, who is to act as Owner's representative, and who is to assume all duties and responsibilities and have the rights and authority assigned to the Design Professional in the General Conditions in connection with the completion of Work in accordance with the General Conditions.

This term does not make sense for our business

CONTRACT TIMES OR TERM

~~For construction contracts, the Contract Times, as set forth herein, shall commence to run on _____ or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided above, and completed and ready for final acceptance in accordance with the General Conditions within _____ days after the date when the Contract Times commence to run. This time allocation allows for _____ days of lost production due to inclement weather.~~

PAYMENT AND TERMS

as modified and The Owner binds and obligates itself to pay to said Contractor on proper completion of the Work under this Agreement those amounts due under the terms and conditions set forth in the General Conditions attached hereto.

Notwithstanding anything to the contrary in the foregoing, Contractor acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the Owner fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Supplementary Conditions.

CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

- ~~1. Contractor has visited the Site, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws and Regulations, which may affect cost, progress, performance or furnishing of the Work.~~
2. Contractor has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."
- ~~3. Contractor has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents or in the Supplementary Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Bidding Documents or in the Supplementary Conditions. Contractor accepts the determination, if any, set forth in the Bidding Documents of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purpose. Contractor acknowledges that Owner and Design Professional do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.~~
- ~~4. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.~~
5. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- ~~6. Contractor has given Design Professional written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Design Professional is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.~~