



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda J. Campos
Director

April 15, 2016

ADDENDUM # 1

Bid No.: 50-00116269

Bid Opening Date: 04/28/2016
Extended Date:

For: Two year contract for rubber steel toe boots for all Jefferson Parish agencies.

Answering questions:

- 1) What specific applications will these boots be used in? Boots are used in construction and maintenance operations (drainage, water, and sewer work, etc.) as well as any wet conditions.
- 2) Is a steel midsole required in the boot? Yes
- 3) I was also informed that you are currently using the Norcross/Ranger 2144's – is that correct? The current contract uses the Norcross/Ranger 2144 as an example spec. The Parish primarily uses the Lacrosse No. 0101110. The boot must meet all requirements of the specifications.

Sincerely,

Donna Reamey

Donna Reamey, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda J. Campos
Director

April 27, 2016

ADDENDUM # 2 ✓

Bid No.: 50-00116269

Bid Opening Date: 04/28/2016
Extended Date: 05/10/2016

For: Two year contract for rubber steel toe boots for all Jefferson Parish agencies.

This bid opening is being extended to May 10, 2016.

See Attached bid specifications.

Sincerely,

Donna Reamey

Donna Reamey, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

TWO YEAR CONTRACT FOR THE SUPPLY OF RUBBER STEEL TOE BOOTS FOR THE
JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS:

These specifications are for the supply of Storm Hip Boots (31 inch) and Knee Boots (16 inch) in various sizes.

All boots must have the following:

- Steel Toes
- Fiberglass or Steel Shank
- Steel Midsoles or approved equal
- Black Rubber Upper/Nylon Lining
- Rubber Outsole

All boots must conform to the following ASTM and ANSI specifications (or latest revision):

Knee Boots:

ASTM F 2413-05
MI/75 C/75
EH PR

ANSI Z41 PT 99
MI/75 C/75
EH PR

Storm Hip Boots:

ASTM F 2413-11
MI/75 C/75
EH PR



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**50-00116269 TWO YEAR CONTRACT FOR RUBBER STEEL TOE BOOTS
FOR JEFFERSON PARISH PUBLIC WORKS AND ALL AGENCIES.**

Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

18-Apr-2016 09:22:47 AM



Bid Number 50 - 116269

Two year contract for rubber steel toe boots for Jefferson Parish Public Works and all Jefferson Parish agencies & municipalities.

APRIL 28, 2016 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Donna Reamey
Dreamey@Jeffparish.net
504-364-2684**

DATE: 4/12/2016

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00116269

JEFFERSON PARISH

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

Page: 1

BUYER: DREAMEY@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053 UNTIL 2:00 PM, 4/28/2016 AND PUBLICLY OPENED THEREAFTER.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from www.purchasing.jeffparish.net and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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

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

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

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

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

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish 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.

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

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

DATE: 4/12/2016

BID NO.: 50-00116269

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

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

This Electronic Procurement System allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

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

10 12 13 15

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 envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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. Precautions 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. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
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. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. 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 for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. 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 for the bid to be considered responsive.

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: 4/12/2016

Page: 5

BID NO.: 50-00116269

BID FORM

Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ☒

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

10-15 Business Days

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

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: CINTAS CORPORATION

ADDRESS: 625 ELMWOOD PARK BLVD

CITY, STATE: HARRAHAN, LA ZIP: 70123

TELEPHONE: (504) 733-8555 FAX: (504) 736-0322

EMAIL ADDRESS: MATHEWNET@CINTAS.COM

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: Addendum # 1 4/15/16

NUMBER: Addendum # 2 4/27/16

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ \$144,118.00

AUTHORIZED SIGNATURE: [Signature]

GERARD MATHEWE

Printed Name

TITLE: GENERAL MANAGER

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00116269

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1,450.00	PR	A Two (2) year contract for rubber steel toe boots in various lengths and sizes for the Jefferson Parish Dept. of Public Works and all Jefferson Parish agencies and municipalities.	76.00	110,200.00
			0010 - 16 inch safety knee boots in men sizes 6 to 13, Lacrosse No. 0101110 or equal <i>Ranger no. 2144</i>	115.28	23,056.00
2	200.00	PR	0020 - 31 inch safety hip boots in men sizes 6 to 13, Lacrosse NO. 00109050 or equal	76.00	7,980.00
			0030 - 16 inch safety knee boots in men sizes 14 to 16, Lacrosse No. 0101110 or equal <i>Ranger no. 2144</i>	115.28	2,882.00
3	150.00	PR	0040 - 31 inch safety hip boots in men sizes 14 to 16, Lacrosse No. 00109050 or equal		
4	30.00	PR			

EXHIBIT A

**ACTION TAKEN IN A WRITING BY ALL OF THE
MEMBERS OF THE BOARD OF DIRECTORS OF
CINTAS CORPORATION NO. 2**

The undersigned, being all of the Directors of Cintas Corporation No. 2, a Nevada corporation (the "Company"), do hereby certify that the following is a true and correct record of all actions taken in writing by said Directors of the Company, in lieu of a Special Meeting of the Board of Directors, as of the 20th day of April 2016.

RESOLVED: That the Company shall have authority to submit Bid No. 50-00116269 (the "Bid") between the Company and the Parish of Jefferson dated April 28, 2016 upon the terms and conditions thereof and as the same may be amended from time to time and complete and consummate the transactions contemplated thereby; and that the actions of any and all employees or officers of the Company, including but not limited to, the actions of Gerald Matherne in negotiating, executing and carrying out the provisions of the Bid are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Gerald Matherne or any of the officers of the Company shall be and hereby are authorized and directed to perform and shall satisfy all terms and conditions of the Bid and the transactions contemplated thereby and shall execute and deliver on behalf of the Company any and all documents necessary or desirable to carry out the Bid, including without limitation, the Bid, any amendments to the Bid, and other agreements, documents, affidavits, bonds, sureties and certificates necessary to effectuate the transactions contemplated by the Bid, in such forms as Gerald Matherne or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.

CINTAS CORPORATION NO. 2

ASSISTANT SECRETARY'S CERTIFICATE

I, Christopher J. Skufca, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Cintas Corporation No. 2, a corporation duly organized and existing pursuant to the laws of the State of Nevada (the "Company"), and hereby certify as follows:

Attached hereto as Exhibit A is a true, complete and correct copy of the resolutions of the Board of Directors of the Company, duly adopted by unanimous written consent of the Board of Directors dated as of April 20, 2016. The foregoing resolutions have not been amended, modified, revoked or rescinded, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 20th day of April, 2016.

CINTAS CORPORATION NO. 2

By: 
Christopher J. Skufca, Assistant Secretary

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Gerald Mathern, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Gen Manager of Cintas (Entity), the party who submitted a bid in response to Bid Number 50-116219, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ☒ there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

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

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

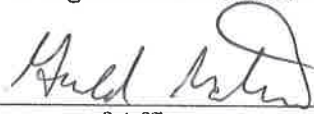
Choice B ☒ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

[The remainder of this page is intentionally left blank.]

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



Signature of Affiant

GERALD MATHEW

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 19 DAY OF April, 2016



Notary Public

Donald P. Di Maggio

Printed Name of Notary

33195

Notary/Bar Roll Number

My commission expires At Death.

INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.

1. 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.

2. 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.

3. 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.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

UMBRELLA LIABILITY COVERAGE

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

CONSTRUCTION AND RENOVATION PROJECTS:

Unless otherwise specified in the bid, these additional insurance is required. 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.

NOTE for CERTIFICATE HOLDER:

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014

Mark Cummings
04.14.2016

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

I. INSTRUCTIONS TO BIDDERS

SECTION 1. BID FORM

A. General

(1) Sealed bids will be received in the office of the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053, until the date and hour specified on Page 1 of the bid proposal, at which time they will be publicly opened. LATE BIDS WILL NOT BE ACCEPTED.

(2) 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.

(3) Jefferson Parish reserves the right to reject any and all bids in whole or in part and to waive any and all informalities, to the extent permitted by law, in the best interest of Jefferson Parish.

(4) ONLY BIDS WRITTEN IN INK OR TYPE WRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DISQUALIFY BID. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE.

(5) For submission of bids, the only form used shall be the bid form provided by the Parish. Necessary copies of this form will be furnished for Bidding.

(a) All papers bound with or attached to the Bid Form are considered a part thereof and must not be altered.

(b) The plans, specifications, and other documents designated in the bid form will be considered a part of the bid whether attached or not.

(c) Illegibility or ambiguity in any bid may constitute justification for rejection of the bid.

(d) Resolution No. 113646 will be considered a part of the bid whether attached or not. A copy may be obtained from the Office of the Council Clerk, 200 Derbigny Street, Suite 6700, General Government Building, Gretna, Louisiana 70053.

(e) The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications.

(7) USE OF BRAND NAMES AND STOCK NUMBERS. Where brand names, make, manufacturer or 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, style, type and character provided brand names and stock numbers are specified. Complete product data may be required prior to award.

(8) The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public works projects, equal to or over the contract limit as defined in LSA-R.S. 38:2212A(1)(d), shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LSA-R.S. 38:2212A(1)(e).

(a) Plans and specifications shall be available to bidders on the day of the first advertisement and shall be available until twenty-four (24) hours before the bid opening date, LSA-R.S. 38:2212 A(3)(c). Bid proposal documents will not be issued within the twenty-four hour period prior to bid opening.

(b) Addenda may be issued, as authorized by LSA-R.S. 38:2212C, by any of the following means:

(1) Certified mail, return receipt requested, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(2) First-class mail with a United States Postal Service Certificate of Mailing, sent to the address given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is addressed;

(3) Express mail sent to the address given by the bidder upon obtaining the bidding documents, Delivery of the addenda by express mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it is addressed;

(4) Facsimile or telecopier transmission sent to the telecopier number given by the bidder upon obtaining the bidding documents, the transmission of which shall be conclusive evidence of receipt of such notice by the bidder to whom it is transmitted; or

(5) Electronic transmission sent to the e-mail address given by the bidder upon obtaining the bidding documents. Transmission of the addenda by e-mail shall be conclusive evidence of receipt of the addenda by the bidder to whom it was sent.

(6) Hand delivery to the address given by the bidder upon obtaining the bidding documents or if the bidder prefers to receive delivery at the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building.

(9) Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws.

repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, material or equipment and installing same for any building, highway, road, railroad, sewer, grading, excavation, pipeline or public utility structure, project, development, improvement or any other undertaking within the jurisdiction of this parish where the cost of same exceeds the threshold levels established in the State Contractor's Licensing Law, LSA-R.S. 37:2150, et seq., unless such person shall first have acquired a valid contractor's license from the state when required by LSA-R.S. 37:2150-37:2163.

(2) These provisions shall not apply to a residence to be occupied by not more than four families, provided however, that the definition shall include a four-family residence when the cost of construction exceeds \$75,000.00, provided, further, that the definition shall not include architects duly licensed by the State Board of Architects and Examiners or engineers duly licensed by the State Board of Registration for Professional Engineers and Land Surveyors whose only financial interest in the project shall be the professional fee for preparing plans and specifications, supervision, and normal and ordinary engineering services (that is, usual architectural and/or engineering services), and that they shall not be liable for any other fees, licenses, or assessments than those provided by the laws of the State of Louisiana, or an architect or engineer who receives an additional fee for employment and direction of labor, purchase of materials, and sub-letting parts of the undertaking.

(3) There are excepted from the provisions of this article any person acting as a contractor, submitting bids or proposals to construct highways, highway bridges, overpasses or any other project incidental to the construction of highways or any other project, building, structure or public work when such projects are federal aid projects, are financed with federal funds and the provisions of this article shall not apply to any public utility subject to regulation by the state public service commission, nor to any work, performed by or for such public utility in furnishing its authorized service, provided, however, that any successful bidder on any such project, or projects, shall comply with provisions of LSA-R.S. 37:2150-2163.

(4) No building permit shall be issued to any owner or contractor for work within the parish on any project which requires a licensed contractor for all or any part of such work, within the definition and requirements of this article and the provisions of LSA-R.S. 37:2150-2163 unless and until the permit applicant furnishes to the permit official of the parish, the license number of all such contractors required to be licensed hereunder.

SECTION 2. WITHDRAWAL OR REVISION OF BIDS

A. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the Bidder or his duly authorized representative, is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the Bidder unopened.

B. Written communications, over the signature of the Bidder, to modify bids will be accepted and the bids corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic, telegraphic modifications will not be considered.

C. No bid can be modified or corrected after the hour set for opening such bids.

D. No bid can be withdrawn after the hour set for opening such bid except as provided in

LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the Parish of Jefferson determines that the error is a patently obvious mechanical, clerical, or mathematical error or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S. 38:2214D).

SECTION 3. INTERPRETATION OF CONTRACT DOCUMENTS

A. No oral interpretation will be made to any Bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications and shall be issued as set forth above in Section 1A(6)(b). All such addenda shall become a part of the Contract Documents. Failure of any Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under his Bid as submitted without modification.

B. The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

SECTION 4. REJECTION OF BIDS

A. The Owner reserves the right to reject any or all Bids, to waive informalities, and to make award as it may elect, to the maximum extent which may be allowed under state law. Incomplete, informal, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned, directly or indirectly, with more than one Bid will cause rejections of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the work stipulated in his Proposal. If satisfactory evidence of competence to perform work is not furnished, the bid shall be rejected.

B. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:

(1) If the bid form is on a form other than that furnished by the Parish or if the form is altered.

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

C. Preference is given, to bidders in accordance with LSA-R.S. 38:2251, to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana.

SECTION 9. DISQUALIFICATION OF BIDDERS

1. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-914):

- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a parish contractor;
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of contract provisions, as set forth below, of a character which is regarded by the Chief Buyer for Jefferson Parish to be serious as to justify disqualification:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification;
- E. Any other cause the Chief Buyer determines to be so serious and compelling as to affect responsibility as a parish contractor, including debarment by another governmental entity for any cause;
- F. Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
- G. Failure to secure and/or maintain necessary licenses and/or permits;
- H. Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or Failure to comply with bid specifications and or failure to be a responsible bidder.

2. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are as follows:

- A. Step 1 - Prior to making a recommendation to the Council regarding a bid acceptance, the Department head shall send a Notice of Disqualification to the disqualified low bidder. This letter shall contain the reasons for disqualification and shall be sent Certified Mail with Return Receipt Requested. At the same time, a copy of said letter shall be sent to the Bid Disqualification Review Committee Chairman and the Parish Attorney's Office. When the postal receipt is returned to the Department head, he/she then proceeds with step 2 below
- B. Step 2- Prepare the normal recommendation packet to the Council, with the following exceptions:
 - (1) The letter to the Council Chairman shall indicate the low bidder was disqualified.
 - (2) The letter to the Council Chairman shall include a copy of the Notice of Disqualification together with the postal receipt, indicating delivery to the low bidder, and
 - (3) Attach a resolution accepting the lowest responsible bidder. The acceptance, however, shall be contingent upon the disqualification being affirmed or dismissed by the Bid Disqualification Review Committee.
- C. Step 3 - If a bid disqualification review hearing is requested by a disqualified bidder, the Bid Disqualification Review Committee Chairman shall be notified and he will schedule the hearing.
- D. The above procedure will allow the bid disqualification review process to take place simultaneously with the recommendation packet being routed for Administration approval and Council action.

SECTION 10. EXECUTION OF CONTRACT

The successful Bidder shall execute the Contract with the Owner in the form of the Contract included in the Specifications, a copy of which is annexed hereto, 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. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the Contractor, with the Recorder of Mortgages in Jefferson Parish.

SECTION 11. MISCELLANEOUS

- A. If your company is unable to bid on this project, please state the reason on the bid form and return it to the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 before bid opening date. Failure to comply may result in the removal of your company from the Parish's vendor list.
- B. Bids will be posted on the bulletin board inside the Department of Purchasing, 200 Derbigny Street, Suite 4400, General Government Building, Gretna, Louisiana 70053 for a

D. Should the Contractor's surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State of Louisiana or terminate its residency or license in this State or become insolvent, bankrupt, or otherwise fail, the Contractor shall furnish a new Bond by another company approved by the Owner, at no additional cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond.

E. To the extent permitted by law, the Bond requirements as set forth herein are waived insofar as Community Development housing rehabilitation construction contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's office will omit the requirements of compliance with the Bond requirements in connection with Community Development housing rehabilitation construction contracts for single family, owner-occupied dwellings.

SECTION 3. SCOPE OF THE BOND AND OBLIGATION OF THE BONDSMAN

A. The Contractor's bondsman shall obligate himself to all the terms and covenants of the Contract Documents covering the Work to be executed hereunder including, but not limited to, the obligations for actual damages and liquidated damages in accordance with the provisions in the Agreement and these General Conditions regarding delay in completion of the Work within the Contract Times. The Owner reserves the right to order extra Work or make changes by altering, adding to, or deducting from the Work under the conditions and in the manner hereinafter described without notice to the Contractor's surety and without in any manner affecting the liability of the bondsman or releasing him from any of his obligations hereunder.

B. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with these General Conditions, the Drawings and Specifications. It shall protect the Owner against all lien laws of the State of Louisiana and shall provide for payment of reasonable attorney's fees for enforcement of the Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Design Professional is put to labor or expense by enforcement of the Contract and institution of concursus proceedings or through delinquency or insolvency of the Contractor, they shall be equitably paid for such extra expense and services involved.

C. The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as guarantor, jointly and in solidio with the Contractor, for fulfillment of the terms of the foregoing conditions.

SECTION 4. ROYALTIES AND PATENTS

The Contractor shall indemnify and save harmless the Owner from any and all suits, costs, penalties, or claims for infringement by reason of use or installation of any patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify and save harmless the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.

SECTION 5. PREVAILING WAGES

Every contract for construction, alteration, repair, maintenance, or other public works project, which is financed in whole or in part with federal or state funds, shall contain appropriate

provisions for the payment of prevailing wages to the various categories of workmen, mechanics and/or laborers in accordance with any and all applicable federal or state statutes, rules, or regulations regarding prevailing wages.

SECTION 6. SUBCONTRACTS

A. The Contractor shall not award any Work to any Subcontractor without the prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require. Such consent shall not be withheld unless a legal ground exists, such as, but not limited to, a subcontractor who has been disqualified from Parish projects.

B. If such consent is given, the Contractor will be permitted to sublet a portion of the Work, but shall perform with his own organization Work amounting to at least 50 percent of the total Contract cost. Any items designated in the Contract as "Specially Items" may be performed by subcontract and the costs of such may be deducted from the total cost, before computing the amount of Work required to be performed by the Contractor with his own organization.

C. If the Contractor shall sublet any part of the Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor, and of any persons either directly or indirectly employed by his Subcontractor, as he is for the acts and omissions of persons directly employed by himself.

D. Except as provided by law, this provision requiring at least 50 percent of the Work or services to be performed by the Contractor may be waived in whole or in part on Building Construction contracts by resolution, and the Chairman of the Council is authorized to use his discretion in regard to waiving this requirement. Additionally, except as otherwise provided by law, the Parish Attorney's Office is authorized to omit from Building Construction contracts in whole or in part the provision requiring at least 50 percent of the Work or services to be performed by the Contractor. The determination to waive the requirement in whole or in part shall at least 50 percent of the Work or services to be performed by the Contractor must be set forth in the bid specifications or addenda.

SECTION 7. SUBCONTRACTORS

A. If the Supplementary Conditions or the Bid Instructions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with these requirements, Owner's written acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Revocation must be based on a legal ground, such as, but not limited to a subcontractor who has been disqualified from Parish projects. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Design Professional to reject defective Work. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Design Professional and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of Owner or Design Professional to pay or to see to the payment of

1. Design Professional will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample Submittals acceptable to Design Professional. Design Professional's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Design Professional's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident hereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Design Professional's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Design Professional's attention to each such variation at the time of each submittal as required by paragraph D.3. above and Design Professional has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by Design Professional relieve Contractor from responsibility for complying with the requirements of paragraph D.1.

F. Resubmittal Procedures

Contractor shall make corrections required by Design Professional and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Design Professional on previous submittals.

G. The Contract price shall include the cost of furnishing all working or Shop Drawings, and the Contractor will be allowed no extra compensation for such drawings.

SECTION 12. RECORD AND AS-BUILT DRAWINGS

The Contractor shall keep an accurate record, in a manner approved by the Design Professional, of all changes in the Contract Documents during construction. In Work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Design Professional of all valves, fittings, etc. Before the Work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Design Professional a copy of this record.

SECTION 13. PROSECUTION AND PROGRESS

A. The Contractor shall conduct the Work in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its completion within the time limit specified.

B. Should the Contractor fail to start the Work within the time limit specified herein or at any time fail to provide a sufficiency of skilled workmen, materials, and well maintained and functioning equipment, or should the Design Professional at any time become convinced that the Work will not be completed within the time specified, or should the Contractor become

bankrupt or insolvent, or fail to remedy or correct defects or deficiencies within reasonable time, the Contractor shall be deemed to have violated the provisions of the Contract, and the Owner may then proceed to terminate the Contract as herein elsewhere provided.

C. The Contract Times will commence to run on the day indicated in the Notice to Proceed. The Owner shall issue a Notice to Proceed in accordance with LSA- R.S. 38:2215. The Contractor is to commence Work under the Contract within ten (10) days from the date the Notice to Proceed is issued by the Owner. In no event will Owner have any obligations or duties to Contractor under the Agreement until the Notice to Proceed is given to Contractor.

D. The grades, elevations, dimensions, locations, and field measurements or any Drawings or Specifications issued by the Design Professional, or the Work installed by other contractors, are not guaranteed by the Design Professional or the Owner. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify the accuracy of all grades, elevations, dimensions, locations, and field measurements. In all cases of the interconnection of Work with existing or other Work, Contractor shall verify at the Site all dimensions relating to such existing or other Work. Contractor shall promptly report in writing to Design Professional any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Design Professional before proceeding with any Work affected thereby. Any errors due to the Contractor's failure to verify all such grades, elevations, locations, dimensions, or field measurements shall be promptly rectified by Contractor without any additional costs to Owner or extensions of Contract Times.

E. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Design Professional for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, indicating any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

F. Contractor shall not start any Work at the Site unless and until Contractor has in place and in full force and effect all of the insurance and Bonds which the Contractor is required to obtain by the Agreement, the Contract, or the Supplementary Conditions. Any delay in obtaining confirmation of the existence of the insurance, Bonds, and other security required by the Contract and compliance with the terms of the Contract, therefore, shall be counted as workdays if the start of Work is delayed beyond the time set forth in paragraph C above. The Contract shall not be in force or binding on Owner until satisfactory Bonds and insurance have been provided in accordance with the Contract Documents.

G. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by the Council as Owner, represented herein by its Council Chairman or his authorized agents; Contractor; Design

an allowance as stated in the Bidding Documents for inclement weather. In order to document and claim days lost to inclement weather conditions, the Contractor shall, on a monthly basis submit a report to the Design Professional, stating the time lost to inclement weather, within seven (7) days to the end of the report period. The Design Professional will review the report for substantial to the Owner within seven days of receipt of the report and make recommendations for either acceptance or rejection of each claimed time period lost to inclement weather. The Owner will then instruct the Design Professional to approve or reject the report. There shall be no additional compensation due the Contractor for inclement weather days allowed hereunder.

The report for lost days due to inclement weather shall account for all days during the reporting period, including weekends and holidays. Claims for lost days on either weekends or holidays will not be considered unless the Contractor can show that the inclement weather affected Work production on the following work day. The reporting periods shall be from the first day of the month through and including the last day of the month. Lost time accounting shall be in one-half day increments. Non-work days shall be defined as days in which the Contractor worked less than four (4) hours due to inclement weather conditions.

Lost time shall be considered only if the weather occurrence is in excess of the normal weather patterns as established by the nearest office of the National Weather Service, U.S. Department of Commerce. When the Contract utilizes critical path method scheduling (C.P.M.), the Design Professional will determine if the days lost due to weather conditions actually affected the critical path activities. If weather conditions did not affect the progress of the critical path activities then no time extension will be granted.

SECTION 17. LIQUIDATED DAMAGES

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

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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 18. OTHER CONTRACTS

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own Work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of the work by any other contractors.

SECTION 19. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's forces or by other contractors is contiguous to Work covered by the Contract, the respective rights of the various interests involved shall be established by the Owner.

SECTION 20. QUALITY OF MATERIALS

A. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Work covered by the Contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials, where furnished under the Contract, shall be submitted for approval to the Design Professional when and as directed or as otherwise provided herein.

B. Whenever a material or article required is specified or shown on the Drawings by using a particular brand, make of material, device, or equipment, such brand, make of material, device, or equipment shall be regarded merely as a standard, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and

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Not any
liquidated
of L.D.
in Agreement

absence of the Contractor from the Site, instructions given or notices served on this supervisor or foreman shall be binding upon the Contractor.

B. For purposes of giving or receiving notice, directives, Change Orders, or any other information from Design Professional or Owner to Contractor, the Contractor shall designate one person as Project Manager to receive such notice, directives, Change Orders, or other information. If the person so identified by Contractor is not present on the job Site during normal working hours for any consecutive 48 hour period, the Contractor shall in writing address to Design Professional and Owner identify the individual who is acting as Project Manager. Contractor may designate the resident superintendent as the Project Manager.

C. All workmen employed in the performance of the Contract shall be skilled in their particular trades. No mediocre Work will be accepted or countenanced.

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

E. The Contractor shall personally see to it that all sub-contracts and divisions of the Work are executed in a proper and workmanlike manner on scheduled time, and with due and proper cooperation.

F. Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.

SECTION 25. TAXES, CERTIFICATES, AND LAWS

A. All Federal, State, and local taxes due or payable during the time of Contract on materials, equipment, labor, or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance.

B. The Contractor shall furnish all necessary permits and certificates and comply with all laws or ordinances applicable to the locality of the Work.

SECTION 26. CONFERENCES

After the Effective Date of the Agreement and prior to the time the Contract Times start to run and before any Work at the Site is started, a conference attended by Contractor, Design Professional, Owner, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules required by the Contract Documents procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records. Other conferences between the Design Professional, the Contractor, Subcontractor, and other interested parties will be held periodically at the time and place as selected by the Design Professional. The Contractor's Superintendent, as well as a person in authority to make decisions, must be present as well as authorized and accredited representatives of the various Subcontractors and other persons and parties of interest.

SECTION 27. INJURIES TO PERSONS AND PROPERTY

A. The Contractor shall be held alone 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

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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 whenever 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 or 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

A. The Contractor shall re-execute any Work that fails to conform to the requirements of the Contract and any defective Work that appears during the progress of the Work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. The provisions of this article apply to Work done by direct employees of the Contractor, and by Subcontractors as well.

B. Nothing herein, in the Agreement, or any of the other Contract Documents shall be construed as a waiver, modification, or alteration of the Contractor's or its surety's obligations under LSA-R-S, 38:2189. Nothing in this section or any other provision in the General Conditions or other Contract Documents concerning any correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which Contractor's obligations under the Contract Documents may be sought to be enforced, nor to the time within which the proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

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D. Temporary Roads, Driveways, etc.

The Contractor shall provide and maintain, in a manner approved and deemed practicable by the Design Professional, such temporary roads as may be necessary to provide convenient access to driveways, houses, buildings, or other property abutting the Work. Where temporary bridges are necessary for traffic and pedestrians, these bridges shall be constructed at the expense of the Contractor as directed by the Design Professional.

E. Arranging the Work

The Contractor shall arrange his Work so that no undue or prolonged blocking of business establishments will occur.

F. Storage of Materials

Materials and equipment stored on the right of way or Project Site shall be so placed and the Work at all times shall be so conducted as to insure minimum danger and obstruction to the traveling public.

G. Control During Work

During grading operations where traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.

H. Fire Protection

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinances, rules, or regulations.

SECTION 33. STRUCTURES AT RAILROAD CROSSINGS

A. Notification

No Work of any character shall be commenced on railroad right of way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in writing (with a copy forwarded to the Design Professional) of the date he proposes to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirement.

B. Inspection by Railroad Company

All Work performed by the Contractor within the right of way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company, or his authorized representative and any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees, and passengers of the Railroad Company shall be taken by the Contractor without extra compensation.

C. Cooperation with Railroad Company

The Contractor shall, without extra compensation, take such precautions and erect and maintain such tail-tail or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearances specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe, or any other loose material shall be left on the ground in the immediate vicinity of the railway tracks.

D. Insurance

Before any Work is done within the Railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the Railroad.

SECTION 34. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

A. Contractor's Responsibility. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the owners and lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities, and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers, and catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the operation of utilities, at any time. When property or the operation of such telephone lines, telegraph lines, or other public utilities are endangered, the Contractor shall, at his own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and he shall promptly repair, restore, or make good any injury or damage caused by his negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provision and give proper notifications, so that these can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.

B. Undercutting Buildings

Where provided in the Supplementary Conditions, when the Work involves the undercutting of any buildings along the Work, the Contractor must give property owners and lessees due and sufficient notice of the undercutting and the Contractor shall adequately support such buildings. The Contractor and his surety shall hold the Owner and their representatives harmless from any damages resulting from undercutting any such buildings.

C. Removal/Relocation of Trees on Public Property

The Director of the Jefferson Parish Parkways Department shall be contacted and advised of trees that are on public property prior to the removal/relocation of such trees by

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 indemnify 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.

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.

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 indemnify pursuant to the provisions of this agreement.~~

The insurance requirements shall be as follows:

ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE CONTRACTORS/SUB-CONTRACTORS SHALL CONTAIN THE FOLLOWING CLAUSES:

- A. The Contractor/Subcontractor insurers will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- B. The Owner shall be named as additional insured as regards to negligence by the contractor (ISO Forms CG 20 10 (Form B) or latest applicable ISO form), or equivalent.
- C. The insurance companies issuing the policy or policies

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shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.

D. Any and all deductible in the below described insurance policies shall be assumed by and be for the amount of \$10,000.00, and at the sole risk of the Contractor/Subcontractor, but the deductible may be increased based upon the company's most recent financial audit if such increase is expressly approved in advance of the bid opening, in writing, by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

E. ~~Each insurance company issuing a policy shall include as~~ *The Commercial General Liability Policy* required herein shall include in such policy or certificate a clear, definite, and conspicuous statement that the policy or the certificate is issued for the Contractor/Subcontractor, who shall be named therein, and each such policy or certificate and all communications to the Owner and Contractor/Subcontractor regarding insurance required to be issued in accordance with this Contract shall include the name of the Contractor/Subcontractor, the Project number, the Proposal number, the Project name or title, and the Owner's name and address.

INSURANCE:

The Contractor/Subcontractor prior to commencing Work, shall provide at its own expense, proof of the following insurance coverage required by the Contract to the Owner by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A.VI. This requirement will be waived for worker's compensation coverage only for those Contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.

Thirty (30) days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverages provided to Jefferson Parish. All notices will name the Contractor/Subcontractor and identify the Contract number.

A. **Worker's Compensation Insurance.** As required by Louisiana State Statute exception; employer's liability shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.

B. **Commercial General Liability Insurance** with a Combined Single Limit per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- 1) Premises - operations;
- 2) Broad form contractual liability;
- 3) Products and completed operations;
- 4) Use of contractors and sub-contractors;
- 5) Personal Injury;
- 6) Broad form property damage;
- 7) Explosion, collapse and underground (XCU) coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted.

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B. Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Design Professional and the Contractor and approved by the Owner. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may order the Contractor to do such Work on a Force Account Basis.

1. For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors.

2. The Contractor shall also be paid the actual costs of transportation for any equipment which he owns and which he has to transport to the Project for the extra Work.

3. If the Contractor is required to rent equipment for extra Work, but not required for Contract items, he will be paid the actual cost of rental and transportation of such equipment, to which no percent shall be added. The basis upon which rental costs are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

4. No compensation for equipment expenses incurred in executing extra Work, other than herein specifically mentioned, will be allowed.

C. A record of extra Work done on Force Account Basis shall be submitted to the Design Professional on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Design Professional's representative on the project and the Contractor. All bills for materials used on extra Work shall be submitted to the Design Professional by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

D. Payment for extra Work of any kind will not be allowed unless the same has been ordered in writing by the Design Professional and the additions, deletions, and revisions in the Work or the Contract Documents embodied in a Written Amendment, a Change Order, or a Work Change Directive.

E. A change in the Contract Price or the Contract Times shall be accomplished only by a Written Agreement, a Change Order, or a Work Change Directive. Accordingly, no course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents. Nor shall Contractor be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented as required in this paragraph E.

F. Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Times. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in applications for payments as if such Work were originally part of the Contract Documents.

SECTION 42. SUBSURFACE CONDITIONS

A. Notice: If Contractor discovers or should have discovered that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to require a change in the Contract Documents; or
2. differs materially from that shown or indicated in the Contract Documents; or
3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for by the Contract Documents; then Contractor shall immediately and in any event within 48 hours after Contractor's discovery and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Design Professional in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of a written order to do so.

B. Design Professional's Review: After receipt of written notice as required by paragraph A, Design Professional will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Design Professional's findings and conclusion.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work, subject, however, to the following:

- a. such condition must meet any one or more of the categories described in paragraph A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the relevant Unit Price provision of the Contract Documents.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect to Contract Price and Contract Times by the submission of a Bid; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give the written notice within the time and as required by paragraph A.

or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a claim therefor.

F. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Design Professional, Design Professionals Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this paragraph shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

G. The provisions of Sections 42 and 43 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

SECTION 45. REMOVAL OF IMPROPER MATERIAL

All material to be provided by the Contractor shall be new material of the first and best quality, and if materials are brought on the Work which do not conform to the Specifications, the Design Professional shall order the same to be removed forthwith, and in case of the neglect or refusal of the Contractor or those employed by him to remove such materials, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incidental thereto from the amount which may be due or may become due the Contractor.

SECTION 46. TERMINATION OF THE CONTRACT

A. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Design Professional, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Design Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after complying with paragraph C below, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method he may deem expedient.

B. Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time shall be grounds for termination of the Contract by the Owner.

C. For Convenience, the Owner has the right to terminate the contract upon thirty (30) days written notice to Contractor.

D. Before the Contract is terminated, the Contractor and his surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. Ten (10) days after this is given, if a satisfactory effort has not been made by the Contractor or his

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surety to correct the conditions, the Owner may declare the Contract terminated and notify the Contractor and his surety accordingly.

E. Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that he may elect until it is finally completed.

F. The right is reserved to take possession of any machinery, implements, tools, or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is thus finally completed, the total cost of same will be computed. If the total cost is less than the Contract Price, the difference will be paid to the Contractor or his surety.

G. In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including engineering and legal services, shall be assessed against the Bond.

SECTION 47. INSPECTION

A. Duly authorized representatives or inspectors will be assigned by the Design Professional to supervise the Work. Their duties will be to see that proper materials are used and that the Work is done in accordance with the Drawings and Specifications. The right of final condemnation or acceptance of the Work shall not be waived by the Design Professional at any time during the progress of the Work or after its completion.

B. The Contractor shall be responsible for the faithful execution of the Contract and his presence or absence is in no manner to be presumed to relieve in any degree the responsibility or obligation of the Contractor.

C. The Contractor shall notify the Design Professional as to the exact time at which he proposes to begin the Work, so the Design Professional may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.

D. The Design Professional or his representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured, or prepared. The Contractor shall furnish the Design Professional all information relating to the Work and the materials, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at his own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by him.

E. The Design Professional's representative shall have authority to reject defective materials and equipment and to suspend any Work that is being improperly done, subject to the final decision of the Design Professional.

SECTION 48. TESTING LABORATORY

The Design Professional shall select and the Owner shall pay for the services of a competent testing laboratory of recognized standing for all testing required in the technical Specifications.

SECTION 49. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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1. Owner may refuse to make payment of the full amount recommended by Design Professional because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. liens have been filed in connection with the Work, except where Contractor has delivered a specified Bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraph B.5, or Section 4B.

2. If Owner refuses to make payment of the full amount recommended by Design Professional, Owner must give Contractor immediate written notice (with a copy to Design Professional) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due.

SECTION 51. PAYMENTS TO CONTRACTOR

A. In accordance with Section 50, certificates for partial payment will be issued to the Contractor by the Design Professional monthly during the progress of the Work, in amounts equal to 90% of both the Work performed and of materials stored at the Site or other agreed place on projects having a Contract Price of less than \$500,000 and 95% of both the Work performed and of the materials stored at the Site or other agreed place on projects having a Contract Price of more than \$500,000. Partial payment certificates shall include only Work, materials, and equipment that are included in official Work orders, meeting the requirements of Drawings, Specifications, and Contract Documents.

B. After issuance by the Design Professional of the certificate of substantial completion, the Design Professional shall issue to the Contractor a certificate of payment in the sum sufficient to increase the total payments to 90% of the Contract Price on projects of less than \$500,000 and 95% of the Contract Price on projects of more than \$500,000.

C. Punch lists generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, materials and equipment costs of correcting each punch list item. The Owner shall withhold from payment the value of the punch list as per LSA-R.S. 38:2246 B.

D. The final payment certificate for the remaining balance due will be issued by the Design Professional no earlier than 45 days after the Contractor's filing of acceptance in the mortgage office of Jefferson Parish and a clear lien and privilege certificate dated no less than 45 days after the filing of the acceptance has been secured. Contractor may not apply for final

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release and payment of retainage or balance due under the Contract until, in the opinion of Design Professional, Contractor has satisfactorily completed all corrections identified during the final inspection provided for in Section 55 and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents. The application for final payment shall be accompanied (except as previously delivered) by: (i) all documentation required under the Contract Documents, including but not limited to the Bonds and the evidence of insurance required herein and (ii) the consent of the surety, if any, to final payment.

Payment of the final balance due, which is otherwise subject to the provisions of Section 50 with respect to withholding, will become due and payable by Owner thirty days after the date of receipt of the final application for payment certificate or the clear lien and privilege certificate dated no less than 45 days after the filing of the acceptance as required by the Laws and Regulations, whichever is later.

E. Also, before issuance of the final payment certificate, the Contractor shall deposit with the Design Professional a certificate from the Clerk of Court and ex-officio recorder of mortgages for the Parish of Jefferson to the effect that no liens have been registered against the Contract Work which have not been satisfied and discharged.

F. On public contracts of \$10,000 or less, no progress payments will be made. Payment will be by lump sum upon completion of the Work. Payment is due five days after the Work is accepted by the Owner and the Contractor provides an affidavit that all Subcontractors, material men, Suppliers, and laborers have been paid.

G. All annual contracts shall include a fixed maximum amount of compensation for the services to be rendered. The fixed amount of compensation stated in the Contract shall not be exceeded by a factor of more than ten percent (10%) without an amendment to the Contract authorized by the Jefferson Parish Council (Jefferson Parish Ordinance 19653 - Code of Ordinances, Section (2-933.2)).

SECTION 52. NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the Design Professional relative to any part of the Contract shall be in writing and 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 representatives on the Site.

SECTION 53. BREAKDOWN OF QUANTITY AND COST

The Contractor shall submit to the Design Professional periodical estimates supporting partial payment requests. These periodical estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid, and the net amount of payment due.

SECTION 54. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of waste material and other debris caused by his employees or Work, and at the completion of the Work, he shall remove all rubbish from and about the Project Site, and all his tools, scaffolding, and surplus materials, including excess excavation, and shall leave his Work "broom clean" or its equivalent, unless more exactly specified.

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breach or violation of this warranty, the Owner shall have the right to annul the Contract without liability.

SECTION 62. ARBITRATION

It is agreed and understood that the Owner does not submit to arbitration and any provisions to the contrary shall be null and void.

SECTION 63. INTENTION OF GENERAL CONDITIONS

These General Conditions shall be applicable to all contracts entered into by and between the Owner and contractors for public improvements, contracts for the purchase and installation and/or maintenance of equipment, annual contracts, and contracts for materials, supplies, or services except as they may be altered or amended with the consent of the representative of the Owner, and provided for in the Supplementary Conditions of each contract. Contractor shall presume to have full knowledge of the General Conditions which shall be applicable to all contracts whether he has obtained a copy thereof or not. Copies hereof shall at all times be available from the Clerk of the Jefferson Parish Council.

SECTION 64. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify Owner, who shall notify the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that he may proceed. Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Contract Documents.

SECTION 65. ORDER OF PRECEDENCE

Order of Precedence. In the event of an inconsistency in the Contract Documents, the order of precedence shall be as follows:

- a) Agreement
- b) Addenda/Change Orders/Written Amendment
- c) Contractor's Bid
- d) Supplementary Conditions
- e) General Conditions
- f) Invitation to Bid
- g) Instructions to Bidders
- h) Technical Provisions
- i) Referenced Standard Specifications
- j) Drawings

With reference to the Drawings, the order of precedence is as follows: Figures govern over scaled dimensions; detail drawings over general drawings; addenda/change order drawings govern over standard drawings; standard drawings govern over shop drawings.

SECTION 66. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda-Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements of the Contract Documents.

Agreement-The written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment-The form accepted by Design Professional which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos-Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid-The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Documents-The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of bids).

Bidding Requirements-The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

Bonds-Performance and Payment bonds and other instruments or other permissible forms of security.

Change Order-A document recommended by Design Professional, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, subject to and in accordance with the applicable Laws and Regulations and issued on or after the Effective Date of the Agreement.

Contract-The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents-The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, and Design Professionals written interpretations and clarifications issued pursuant to the General Conditions on or after the Effective Date of the Agreement. Shop Drawings submitted approved pursuant to the General Conditions and the reports and drawings referred to in the Bidding Requirements are not Contract Documents.

Contract Price-The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions in the Contract Documents in the case of Unit Price Work).

Supplier-A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents. With respect to contracts for the purchase and installation and/or maintenance of equipment, annual contracts, and materials, supply, and services contracts, Work shall mean and include the provision or furnishing of services, equipment, materials, or supplies and the performance of or the furnishing of labor and materials for the installation or maintenance of the same, to the extent required by and in accordance with the Contract Documents.

Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement, recommended by Design Professional and signed by Owner, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

EXHIBIT A

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Design Professional shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist Design Professional in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Design Professional shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor. However, Design Professional shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Design Professional have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Design Professional in Design Professional's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Design Professional's agent at the Site, will act as directed by and under the supervision of Design Professional, and will confer with Design Professional regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with Design Professional and Contractor, keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Design Professional concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. **Liaison:**

3. **Liaison:** Serve as Design Professional's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents, and assist Design Professional in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

C. Limitations on Authority of RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Design Professional.
2. Shall not exceed limitations of Design Professional's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Design Professional.

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

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, by and between Jefferson Parish (OR LIST OTHER, APPROPRIATE DISTRICT OR SUBDISTRICT), appearing through the Jefferson Parish Council (the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed), through its Chairman _____, duly authorized to act by virtue of Resolution No. _____, which is made a part hereof, and (INSERT NAME OF CONTRACTOR), hereinafter called "Contractor",

NOW THEREFORE, for the considerations hereinafter expressed, the parties do agree as follows:

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).

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.

PAYMENT AND PERFORMANCE BOND

Contractor hereby firmly and truly binds himself as principal with _____ as surety, unto the Owner in the full and true sum of \$ _____ for the payment, whether Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the attached performance bond(s) and materials payment bond(s).

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.

For Annual Contracts, the Contract shall be effective on _____ and shall terminate on _____ and shall

waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this Agreement or the General Conditions.

SUBMISSION TO JURISDICTION OF JEFFERSON PARISH COURTS

This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue of any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

ENTIRE AGREEMENT

This Agreement and the attached documents represent the entire agreement between the Owner and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Owner, through its Council Chairman, and the Contractor.

SEVERABILITY CLAUSE

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Thus done and signed on the date first above written, in the presence of the undersigned competent witnesses.

WITNESSES:

PARISH OF JEFFERSON

BY:

JEFFERSON PARISH COUNCIL CHAIRMAN

WITNESSES:

(NAME OF CONTRACTOR)

BY:

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared _____ who being by me duly sworn, deposed and said that _____ was one of the subscribing witnesses to the foregoing instrument; that the same was signed by _____ of _____ own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of _____ the other subscribing witness.

Sworn to and subscribed
before me this _____ day
of _____.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared _____ who being by me duly sworn, deposed and said that _____ was one of the subscribing witnesses to the foregoing instrument; that the same was signed by _____ of _____ own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of _____ the other subscribing witness.

Sworn to and subscribed
before me this _____ day
of _____.

NOTARY PUBLIC