



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000120265 - FURNISH AND INSTALL A PERMANENTLY MOUNTED  
RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS  
INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF  
ENGINEERING**

Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

21-Jul-2017 12:20:20 PM



**Bid Number 50 - 00120265**

**FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR  
LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE  
JEFFERSON PARISH DEPARTMENT OF ENGINEERING**

**BID DUE: August 15, 2017, 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  
Buyer Name: Melissa Ovale  
Buyer Email: movalle@jeffparish.net  
Buyer Phone: (504) 364-2687**



# JEFFERSON PARISH

Department of Purchasing

**Michael S. Yenni**  
Parish President

**Brenda C. Patel**  
Director

## **CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES**

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

### **Other Changes Continued:**

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must produce final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

**Bidders should reference the “Additional Requirements” section of the bid instructions and/or the “Important Notice to Bidders” included in the bid package for specific requirements to respond accordingly.**

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

## SPECIFICATIONS FOR MODULAR LANE SEPARATOR SYSTEM

### 1. General

- 1.1. This specification consists of furnishing and installing approximately 1,256 feet (920 feet White, 336 feet Yellow) of a permanently mounted raised modular lane separator system at various intersections in unincorporated Jefferson Parish. Intersections and total footage is as follows:
  - 1.1.1. Citrus Boulevard at Citrus West – **200 feet. (YELLOW)**
  - 1.1.2. Veterans Boulevard at Massachusetts – **32 feet.**
  - 1.1.3. Veterans Boulevard EB at N. Causeway Boulevard U-turn lane – **56 feet**
  - 1.1.4. Veterans Boulevard EB at Melody Drive U-turn – **64 feet**
  - 1.1.5. Veterans Boulevard EB at Homestead U-turn – **40 feet**
  - 1.1.6. Veterans Boulevard EB at Elmeer Avenue – **40 feet**
  - 1.1.7. Veterans Boulevard WB at Elmeer Avenue – **64 feet**
  - 1.1.8. Veterans Boulevard EB at West William David U-turn – **24 feet**
  - 1.1.9. Veterans Boulevard EB at Richland Avenue U-turn – **40 feet**
  - 1.1.10. Veterans Boulevard WB at Richland Avenue U-turn – **32 feet**
  - 1.1.11. Veterans Boulevard EB at Taft Park – **64 feet**
  - 1.1.12. Veterans Boulevard WB at Taft Park – **16 feet (YELLOW)**
  - 1.1.13. Aurora Avenue SB at North I-10 Service Road – **16 feet**
  - 1.1.14. Orion Avenue SB at North I-10 Service Road – **16 feet**
  - 1.1.15. West Napoleon Avenue WB at Richland Drive U-turn – **24 feet (YELLOW)**
  - 1.1.16. West Napoleon Avenue WB at Cleary Ave. U-Turn – **24 feet (YELLOW)**
  - 1.1.17. West Esplanade Avenue WB at Academy Drive U-Turn – **56 feet**
  - 1.1.18. West Esplanade Avenue EB at James Drive U-Turn – **24 feet**
  - 1.1.19. West Esplanade Avenue WB at Chateau Drive U-Turn – **32 feet**
  - 1.1.20. Power Boulevard NB at Asher Street U-Turn - **32 feet**
  - 1.1.21. Manhattan Boulevard SB at Lake Tahoe Drive – **40 feet**
  - 1.1.22. Manhattan Boulevard SB at Apache Drive – **72 feet**
  - 1.1.23. Lapalco Boulevard WB bet. Betty Boulevard & Elington Drive – **48 feet**
  - 1.1.24. Lapalco Boulevard EB at Bannerwood Drive U-Turn – **72 feet (YELLOW)**
  - 1.1.25. Lapalco Boulevard WB at Bannerwood Drive U-Turn – **56 feet**
  - 1.1.26. Lapalco Boulevard at Willowbrook Drive U-Turn – **72 feet**
- 1.2. The contractor shall also be responsible for removal of the existing flex posts at the applicable locations prior to installation of the new modular system.
- 1.3. The contractor shall also be responsible for removal of the existing modular curb system at the applicable locations prior to installation of the new system. All existing curb units and posts shall be removed by the contractor and all holes left from the removal of the existing system shall be avoided when installing the new system.

## SPECIFICATIONS FOR MODULAR LANE SEPARATOR SYSTEM

- 1.4. The modular lane separator shall be a system consisting of individual, longitudinal curb units and flexible, replaceable upright posts. The curb and uprights shall be white (for edge line applications).
- 1.5. The system shall have the capability of being linked together for continuous longitudinal channelizing applications on either straight or curved sections of roadway.
- 1.6. The system shall be FHWA approved and meet NCHRP 350 tests for crash worthiness.
- 1.7. The manufacturer shall provide a minimum 5 year warranty on the curb section and anchors, and a minimum 1 year warranty on the uprights.
- 1.8. Upon completion of the installation, the modular lane separator system shall become the property of Jefferson Parish.
- 1.9. The system (curb and upright posts) shall meet all requirements set forth in the following specifications.
- 1.10. The system (curb and upright posts) shall match be of uniform color.

### 2. Curb Unit

- 2.1. The curb unit shall be a modular design and shall be fastened to the underlying pavement according to the manufacturer's recommendations and shall require no more than 4 mounting bolts or anchors.
- 2.2. Each curb unit shall have a minimum of one drainage scupper or other drainage system to allow for cross drainage under the curb module.
- 2.3. Curb unit shall have a length of 30 to 40 inches. The curb sections shall be modular one-piece construction.
- 2.4. Curb unit shall have a width of 8 to 12.5 inches.
- 2.5. Curb unit shall have a height of 2 to 4 inches.
- 2.6. Curb unit shall be constructed of highly durable material, and shall resist fading and degradation from ultraviolet light, ozone, and hydrocarbons.
- 2.7. Curb units shall be fully mountable for EMS vehicles.
- 2.8. Curb unit end sections can be completed using an end cap.

## SPECIFICATIONS FOR MODULAR LANE SEPARATOR SYSTEM

2.9. The curb units shall have built-in openings for the attachment of upright posts or panels.

### 3. Upright Posts

3.1. Upright posts shall be no taller than 36 inches, and have a cross sectional area no wider than 3 inches (3" O.D. for round posts) facing traffic.

3.2. Each modular curb unit shall include at least one upright post.

3.3. The posts shall be uniformly spaced at no greater than 42 inches along the channelizing system.

3.4. The upright posts may be either round or flat-panel, and shall fully rebound to its original position when struck.

3.5. The upright posts shall mount into the curb section without the use of special tools and shall be easily replaceable under normal traffic conditions if damaged.

3.6. The upright posts shall be either solid white or solid yellow in color and shall include a minimum of 100 square inches of White (white upright) or Yellow (yellow upright), super-high efficiency, full cube prismatic reflective sheeting on the face of the post. Round posts shall include two 6 inch bands of sheeting near the top of each post. The top band shall be located no more than 2 inches from the top of the post with a maximum 4 inch space between the bands. Flat panels shall include rectangular sheeting along the face of the panels. The sheeting must comply with Jefferson Parish Traffic Engineering Division specification #TE-007-2005, which is available upon request by contacting the Purchasing Department, Buyer: Melissa Ovalle at Phone Number (504) 364-2687.

3.7. The upright posts shall be constructed of flexible polyurethane plastic or equivalent durable material resistant to crush and / or deformation upon impact.

### 4. Warranty

4.1. **The contractor shall provide with the bid a manufacturer's warranty against damage from all normal vehicular roadway traffic for the curb sections and roadway anchors at 100% for the first two years, and at least 50% of the replacement value for three additional years. Failure to submit with bid with result in a bid rejection.**

## SPECIFICATIONS FOR MODULAR LANE SEPARATOR SYSTEM

**4.2. The contractor shall provide with the bid a 100% manufacturer's warranty covering impact damage to the upright posts / panels for the first year. Failure to submit with bid will result in a bid rejection.**

4.3. The supplier may be required to provide an FHWA letter of acceptance and approval for use on roadways.

4.3.1. The following modular lane separator systems are approved by FHWA:

4.3.1.1. Traffic Control Products FG300 Curb Systems

4.3.1.2. Impact Recovery Systems Tuff Curb

4.3.1.3. Qwick Kurb System

4.4. The successful bidder shall provide Jefferson Parish with the manufacturer's point of contact for the future purchase of replacement posts as it becomes necessary.

DATE: 7/19/2017  
BID NO.: 50-00120265

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

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

BUYER: MOVALLE@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 8/15/2017 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**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 should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

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.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

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. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

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.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, 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).

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

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

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

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.

**3,5,6,8,9,10,11,13,15**

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.
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.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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 indicated on the attached "insurance requirements" sheet. All bidders must comply with the instructions in this sheet. Failure to comply will cause bid to be rejected.
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 Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

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.

**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 12/1/17

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 3 weeks

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 164

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Traffic Solutions Inc

ADDRESS: 2950 St Anthony Ave

CITY, STATE: New Orleans LA ZIP: 70122

TELEPHONE: (504) 948-4809 FAX: (504) 948-4802

EMAIL ADDRESS: stacy@trafficsolutionsinc.net

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: # 1 ls

NUMBER: # 2 ls

NUMBER: # 3 ls

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 69,852.00

AUTHORIZED SIGNATURE: [Signature]

Stacy Seaman  
Printed Name

TITLE: President

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.: 50-00120265

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING</p> <p>0001 - LABOR, MATERIAL AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL APPROXIMATELY 1256 FEET OF A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT INTERSECTIONS LISTED IN THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING FLEX POSTS AT THE APPLICABLE LOCATIONS PRIOR TO INSTALLATION OF THE NEW MODULAR SYSTEM.</p>	69,852.00	69,852.00



Emery & James, Ltd - Robert J. Gohres

**Bond Number: SLA17324186**

**Contractor Information**

**Principal:** Traffic Solutions Inc. 504-948-4809

**Address:** 2950 St. Anthony Ave New Orleans Louisiana 70122 United States

**Owner/Obligee Information**

**Bond Form:** Bid Bond in accordance with Contract Specifications

**Owner/Obligee:** Jefferson Parish

**Address:** 200 Derbligny Street Gretna Louisiana 70053 United States

**Bond Information**

**Bid Date:** 8/15/2017

**Surety:** Western Surety Company

**Rider Present:** [Click here to view](#)

**Estimated Contract Price:**

**Time For Completion:**

**Liquidated Damages:**

**Estimated Work On Hand:**

**Amount of Bid Security:** 5% of Bid

**Contract ID Number:** 50-00120265

**Description of Job:** FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON OARISH DEPARTMENT OF ENGINEERING

**Job Breakdown:**

**Electronic Bidding Information**

**Bid Security Percentage:** 5

**Bid Security Maximum:**

**Contractor's State Vendor ID Number:** 00164000

**Primary Agency:**

Emery & James, Ltd

Agency Power of Attorney Limited to: unlimited

**Executed**

**Bond Entered By:** Robert J. Gohres - 8/11/2017 12:44:24 PM ET

**Bond Approved & Executed By:** Robert J. Gohres - 8/11/2017 12:44:45 PM ET

Know all men by these presents that Western Surety Company, a Corporation duly organized under the laws of the State of South Dakota, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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[Privacy Policy](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2017

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

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

<b>PRODUCER</b> <b>EMERY &amp; JAMES LTD</b> 300 East Morris Ave  Hammond LA 70403		<b>CONTACT NAME:</b> Ellen Adams <b>PHONE (A/C No. Ext):</b> (985) 345-0376 <b>E-MAIL ADDRESS:</b> eadams@emeryjames.com <b>FAX (A/C No.):</b> (985) 345-0444	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Casualty and Surety	
		<b>INSURER B:</b> The Travelers Indemnity Company of	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1612904371

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CO8293B582	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BA5388B276	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP8293B582	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8293B582	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to policy terms, conditions, limits and exclusions: Certificate Holder and Owner Added As Additional Insured As Respects to the Operations of the Named Insured on the General Liability, Auto and Excess Policies if Required By Written Contract. Rights of Subrogation Waived In Favor of Certificate Holder and Owner As Respects to General Liability, Auto, Workers Compensation and Excess As Required By Written Contract.

**CERTIFICATE HOLDER****CANCELLATION**

Parish of Jefferson, its Districts, Dep. and Agencies under the Direction of the Parish President and Parish Council Department of Eng.-Traffic Div 2100 Dickory Avenue Harahan, LA 70123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brian Gohres/BJG
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**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Traffic Solutions Inc  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Traffic Solutions Inc  
INCORPORATED, DULY NOTICED AND HELD ON May 1 2017,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT Stacy Seamon, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

8/1/17  
\_\_\_\_\_  
DATE

## **Non-Public Works Bid Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_

Stacy Seaman, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President of Traffic Solutions (Entity), the party who submitted a bid in response to Bid Number 50-00120265 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.

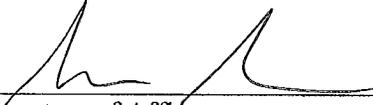
**Choice B**  There are **NO** debts which would require disclosure under Choice A of this section.

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

Stacy Seamon  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 1st DAY OF August, 2017.

  
\_\_\_\_\_  
Notary Public

Stephen Harris  
\_\_\_\_\_  
Printed Name of Notary

LA BAR # 32492  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires lifetime.

## **STANDARD INSURANCE REQUIREMENTS – PUBLICLY ADVERTISED BIDS**

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

---

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

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### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### **WORKER'S COMPENSATION INSURANCE**

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

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

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

**COMMERCIAL GENERAL LIABILITY**

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

**COMPREHENSIVE AUTOMOBILE LIABILITY**

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

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

**DEDUCTIBLES**

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 with the concurrence of the Director of Risk Management.

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

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

2) **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.



# FG 300 Interstate Grade Curb Warranty

## **Pexco LLC – Davidson Traffic Control Product 5 year Limited, Pro-Rata Warranty**

The limited, pro-rata warranty stated herein applies only to the purchase of the Pexco LLC FG 300 Interstate Grade Curb Sections, reflective Road Studs, and Curb Anchor bolts, and is in lieu of any warranty set out in Pexco's Terms and Conditions. In consideration of the price offered, Pexco warrants to the original buyer identified on this invoice **only** that: (1) Davidson FG 300 Interstate Grade Curb sections, reflective Road Studs, and Curb Anchor bolts shall be free from breakage or failure of factory-applied reflective lenses that affect the system's "merchantability" for up to five (5) years from the date of initial purchase, provided that Pexco's only obligation hereunder shall be replacement of defective curb sections, reflective Road Studs, and Curb Anchor bolts according to the "Pro-Rata Replacement Schedule" and terms set out below. In no event shall the pro-rata warranty term extend beyond five (5) years from the date of initial purchase.

All other warranties or representations are hereby disclaimed, (including fitness for Buyer's intended use or purpose) all **Davidson Traffic Control Products** being sold **AS IS**, there being no warranties beyond the description of said curb system sections on the Pexco invoice attached hereto. This Limited, Pro-Rata warranty does not apply to: (1) discoloration, cracking, fading or other damage in any way related to chemical exposure, (2) improper installation or abnormal use, including but not limited to the use of non-standard anchor bolts or non-approved adhesive, (3) damage by snow plows or (4) defects, distortion or failure of the supporting structure on which Pexco's products were installed. In no event shall Pexco be liable for incidental, consequential, personal or property damage resulting from use of its products, combination with other products or any defects claimed therein.

## **BUYER'S PRO-RATA REPLACEMENT SCHEDULE**

Buyer's remedy hereunder shall in all cases be limited to Pexco furnishing equivalent replacements for curb system sections according to the pro-rata replacement schedule below:

<b>LESS THAN TWO YEARS:</b>	<b>100% REPLACEMENT OF BROKEN CURB SECTION</b>
<b>TWO TO THREE YEARS:</b>	<b>75% REPLACEMENT OF BROKEN CURB SECTION</b>
<b>THREE TO FOUR YEARS:</b>	<b>50% REPLACEMENT OF BROKEN CURB SECTION</b>
<b>FOUR TO FIVE YEARS:</b>	<b>25% REPLACEMENT OF BROKEN CURB SECTION</b>

Buyer's remedy is conditioned upon: (1) Pexco receiving written notice and documentation of the alleged defect within thirty (30) days of Buyer's first indication of the alleged defect, (2) proof of purchase establishing that the alleged defect occurred less than five (5) years from the date of initial sale by Pexco. In no event shall Pexco be liable for costs of removing defective curb section, installing replacement curb sections or any other incidental or consequential damages.

This limited warranty gives you specific legal rights and you may have other rights that vary from state to state. Some states do not allow limitations on implied warranties or certain exclusions or limitations of incidental or consequential damages so the above limitations and exclusions may not apply to you.

*Sale of this product is subject to Pexco's General Terms and Conditions.*

**"Creating Products to Save Lives"**



## Terms and Conditions of Sale

The following are the Terms and Conditions under which Pexco LLC, Inc., its designated representatives and its successors and assigns ("Pexco") sells its products in the United States of America and elsewhere.

**Terms and Conditions.** These Terms and Conditions shall apply to purchase orders issued and accepted or other contractual commitments to buy and sell Pexco's products (collectively, "Orders"). Pexco hereby gives notice of its objection to any different or additional terms that may be included by the person, firm, corporation or other business entity that places an Order ("Buyer"). These Terms and Conditions will become a binding contract only when a written or electronic acceptance of an Order is sent to Buyer by Pexco. If Buyer has not otherwise accepted these Terms and Conditions, Buyer's acceptance of any products delivered by Pexco pursuant to any Order shall constitute Buyer's acceptance of these Terms and Conditions with respect to such Order. These Terms and Conditions shall govern each Order notwithstanding any different, conflicting or additional terms and conditions which may appear on any form submitted by Buyer. Any forms used by Buyer to acknowledge this order shall be for administrative purposes only and shall have no force or effect. No addition to or modification of the Terms and Conditions herein shall be binding on Pexco unless specifically agreed to by Pexco in writing.

**Inconsistent Terms.** In the event of any inconsistency or conflict among these Terms and Conditions, the inconsistency or conflict shall be resolved by giving the contract documents the following order of precedence: (1) the terms and conditions on the face hereof, (2) any terms and conditions expressly incorporated by reference on the face hereof, (3) the preprinted terms and conditions on the back hereof, and (4) any other terms and conditions that may be a part of the contract.

**Prices.** Pexco's prices for stock products are subject to change without prior notice. Prices payable under an Order for stock products shall be based on Pexco's published prices in effect at the time the Order was placed. Notwithstanding the foregoing sentence, however, for stock products to be delivered more than 30 days after an Order was placed, the applicable price shall be the higher of the price in effect at the time the Order was placed and the price in effect on the date Pexco delivers the product for shipment. Prices for custom products shall be as stated in Pexco's quotation. Stenographic and clerical errors, if any, made by Pexco in any price quotation are subject to correction by Pexco. Prices are exclusive of all sales, use and like taxes. Any tax Pexco may be required to collect or pay upon the sale or delivery of the Products shall be for the account of Buyer, who shall promptly pay the amount thereof to Pexco or the taxing authority as required.

**Termination for Convenience.** Orders for products shall be terminable by Buyer on written notice received by Pexco prior to delivery by Pexco to the carrier for shipment. Upon termination of an Order by Buyer for stock products, Buyer shall be liable for a restocking charge of 25% of the price for each product terminated. Upon termination by Buyer of an Order for custom products (a) with respect to products manufactured prior to termination, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Pexco in fulfilling the Order, including all materials purchased, commitments made and engineering design services performed.

**Deliveries and Delivery Quantities.** Pexco will make all reasonable efforts to adhere to the shipping or delivery dates requested by Buyer. Pexco shall not be liable for any damages, loss or expense of Buyer for failure to meet any shipping or delivery dates for any reason whatsoever. Unless otherwise agreed, all products shall be delivered F.O.B. Pexco's manufacturing facility or a Pexco-owned distribution facility (whichever is applicable), and Buyer shall make all arrangements with an appropriate carrier to receive and transport the products to the destination specified by Buyer. Risk of loss for the products shall pass to Buyer upon delivery to the carrier. If Pexco agrees to arrange for a carrier, the cost of the carrier and insurance shall be added to the otherwise applicable price but risk of loss for the products will still pass to Buyer upon delivery to the carrier. Title shall pass upon Pexco's receipt of full payment by Buyer. Buyer shall accept overruns and under-runs on each individual item of custom product purchased hereunder, not exceeding 10% of the quantity of any product ordered. Where closer control of quantity is required by Buyer, special arrangements must be made in a writing signed by Buyer and Pexco. Any claims for shortages in the quantity of product delivered to Buyer must be made to Pexco, in writing, within 15 days from the date of delivery. Notwithstanding the foregoing, Pexco may make partial deliveries of products. In the event of a shortage of any product or delays in delivery caused by force majeure as provided in Paragraph 13 below, Pexco reserves the right to apportion products among its customers in its sole discretion.

**Inspection.** Buyer acknowledges that Pexco inspects the products sold hereunder on a sampling basis only, and such inspections will be conducted in accordance with Pexco's standard practice of quality control. If 100% inspection is required by Buyer, arrangements must be made with Pexco before an Order is placed and reflected in a writing signed by both parties. Additional inspection requirements may affect the price. Notwithstanding the foregoing, with respect to custom products, Buyer assumes full responsibility for inspecting all custom products upon delivery.

**Packaging and Packing.** Standard packaging and packing methods selected by Pexco will be used unless otherwise agreed in a writing signed by both parties. Additional packaging and packing costs incurred at Buyer's request shall be payable by Buyer and added to the applicable invoice.

**Payment and Credit Terms.** Pexco's payment terms are net 30 days from the date of the invoice for Buyers who have an established credit record with Pexco, which shall be determined by Pexco in its sole discretion. Pexco reserves the right to refuse to deliver any products to Buyer except upon payment in cash in advance. In the event Buyer fails to make payments as required herein, Buyer shall pay interest at a rate of 1 and 1/2% per month on the unpaid balance, together with the costs of collection and attorneys' fees, all without relief from valuation and appraisal laws. Pexco shall have a security interest in all products delivered to Buyer under an Order until Pexco receives payment in full as provided herein.

**Warranties and Remedies.** Pexco warrants that at the time of delivery for shipment (a) stock products delivered hereunder shall be free of defects in workmanship and material and conform to any product descriptions that are made a part of the Order and (b) custom products delivered hereunder shall conform to any Buyer specifications that are made a part of an Order. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, PEXCO MAKES NO WARRANTY REGARDING PRODUCTS DELIVERED HEREUNDER (OTHER THAN WARRANTY OF TITLE) AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE HEREIN ARE MADE SOLELY TO BUYER AND SHALL NOT EXTEND TO OR BE ASSIGNABLE TO BUYER'S CUSTOMERS, INCLUDING BUT NOT LIMITED TO ANY CUSTOMER WHO MAY BE A CONSUMER AS THAT TERM IS DEFINED UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

If any product delivered hereunder fails to conform to the foregoing warranty and such product (or non-conforming part thereof) is returned to Pexco by Buyer, then Pexco, at Pexco's sole option, shall repair or replace such product (or non-conforming part) and make such repaired or replacement product (or part) available for shipment to Buyer. Pexco's obligation to repair or replace is expressly conditioned on (a) Buyer obtaining written return authorization from Pexco prior to returning such non-conforming product and (b) Pexco's receipt of such non-conforming product within 30 days after delivery. Pexco's remedial obligations shall be excused if the product (or part) has been subjected to alteration, misuse, abuse or improper storage by Buyer. Unless Pexco expressly agrees in writing in advance, no set-off, allowance or credit shall be allowed for any non-conforming product. The repair or replacement remedy as set forth in this paragraph shall be Buyer's sole and exclusive remedy for non-conforming products delivered hereunder.

Buyer agrees that Pexco reserves the right to select sources of supply for raw materials, and Pexco does not guarantee the compatibility of performance of the materials in its products, or the products themselves, with any of Buyer's specific products or intended uses, whether or not such uses are known to Pexco, unless agreed to by Pexco in writing. Buyer is responsible for insuring compatibility between Pexco's product and any other products or components that may be combined therewith or placed therein. Buyer assumes all risk and liability for results obtained by the use of the products sold hereunder, whether used singly or in combination with other products. Buyer shall indemnify and save Pexco harmless from and against (a) any and all loss, damage, injury, claim, cause of action or proceeding arising out of the sale or use of Pexco's product, whether singly or in combination with other products, and (b) any and all costs and expenses, including attorneys' fees, related thereto. To the fullest extent permitted by applicable law, in the event of and in connection with any resale of Pexco's product by Buyer in any fashion whatsoever, Buyer shall require and obtain from its customers restrictions of warranties and limitations and waivers of liability, and other limited remedies, defenses and protections running to and for the benefit of Pexco, including indemnity, at least equal to and including such items set forth herein, in order to maintain and provide to Pexco throughout the channels of distribution through and including the ultimate use and consumption of Pexco's product the limitations and waivers of liability, remedies, defenses and protections set forth herein without any enlargement whatsoever of liability of Pexco as if the sale hereunder to Buyer were to and for the ultimate use or consumption of Pexco's product. Buyer shall insure that all information, labels and other warnings concerning Pexco's product provided to Buyer by Pexco, if any, are kept and delivered with Pexco's product throughout the channels of distribution. Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and hold Pexco harmless from and against any and all loss, damage, injury, claim, cause of action or proceeding that may result from Buyer's failure to adhere to the covenants contained in this paragraph, and from and against any and all costs and expenses, including attorneys' fees, related thereto.

**Custom Products.** The following provisions apply to all sales of custom products sold under an Order. In the event Pexco fabricates, casts or manufactures any forms, patterns, molds, dies, tooling or punches (collectively called "Forms") or performs any engineering design services ("Design Services") necessary for the manufacture of custom products sold under an Order, Buyer shall reimburse Pexco for the full cost of making such Forms and performing such Design Services and such Forms shall remain the exclusive property of Pexco. In the event Pexco is required to redesign, repair or replace any Forms or re-perform such Design Services, Buyer shall reimburse Pexco for all such costs. Buyer acknowledges that such Forms will be based on technical information and drawings provided by Buyer to Pexco, and Buyer agrees not to assert any claim against Pexco with respect to any such technical information or drawings Buyer may have disclosed to Pexco. Pexco shall comply with all specifications, drawings, quality requirements and procedures specified by Buyer, but once Buyer has agreed in writing to the design for a Form, Buyer shall be solely responsible for the proper form, fit and function of the products manufactured using the Form. Pexco shall have no liability to Buyer for, and without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and hold Pexco harmless from, any claims, including but not limited to claims of third parties, arising out of or relating in any way to the Forms or the products manufactured using such Forms, whether based on patent, trademark, copyright, defective design, product liability, and whether arising out of contract, tort or strict liability, except to the extent such claim arises out of the negligence or willful misconduct of Pexco or its employees. In the event Buyer provides Forms to Pexco, Pexco shall have no liability to Buyer for any loss or damage to such Forms during transportation from Buyer to Pexco or during Pexco's possession and control of such Forms, unless such loss or damage is due solely to the gross negligence or intentional misconduct of Pexco or its employees.

**Limitation of Liability.** IN NO EVENT SHALL PEXCO BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ORDER OR THE PRODUCTS SOLD THEREUNDER, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, INCLUDING STRICT LIABILITY, WHETHER AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT AND PRODUCT LIABILITY CLAIMS. IN NO EVENT SHALL PEXCO'S AGGREGATE LIABILITY TO BUYER WITH RESPECT TO ANY PRODUCT DELIVERED PURSUANT TO ANY ORDER EXCEED THE AGGREGATE COMPENSATION PAYABLE TO PEXCO HEREUNDER FOR THE PRODUCTS COVERED BY SUCH ORDER.

No action, whether in contract or tort, arising out of or in connection with an Order, may be brought by either party more than 18 months after the cause of action has accrued, except that an action for nonpayment may be brought by Pexco at any time within 36 months from the date payment becomes 90 days past due.

**Patents/Indemnity.** Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and save Pexco harmless from and against (a) any claim, suit or proceeding based on an allegation that any product furnished hereunder in compliance with Buyer's instructions or specifications constitutes an infringement of any patent, trademark, trade secret or copyright and (b) any judgment or other recovery therein. Buyer shall promptly pay or secure any judgment or recovery and pay Pexco's reasonable costs and expenses, including attorneys' fees, in defending any such claim, action or proceeding. Any patentable invention created by Pexco in performing any work for Buyer under this order or any modification hereof, will be Pexco's sole and exclusive property unless otherwise stated on the face hereof.

**Force Majeure.** Neither Buyer nor Pexco shall be liable to the other for any failure to perform, or delay in the performance of any obligation hereunder (except the obligation to pay amounts due hereunder) to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes shall include fire, storm, flood, act of God, war, explosion, sabotage, act of terrorism, strikes or other labor trouble, shortages or inability to secure transportation, raw materials, machinery and/or other equipment necessary for the manufacture of the product, the expropriation of Pexco's plant, the product and/or raw materials in whole or in part by a federal or state authority, acts of the federal government, any state or local government or any agency thereof and any other like cause interfering with the production or transportation of the product.

**Cancellation.** Any Order may be cancelled by Buyer upon Buyer's breach or repudiation thereof for any reason, including bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors and without regard to materiality of such breach or repudiation, provided such breach shall not be cured, or such repudiation is not retracted, within five days after Pexco provides written notice thereof to Buyer.

**General Provisions.** These Terms and Conditions and any sale hereunder shall be governed by the laws of the Commonwealth of Virginia, U.S.A., notwithstanding any choice of law provision that might apply the laws of another jurisdiction. Any claim or dispute arising out of an Order or the products delivered under any Order may only be brought in the state and federal courts located in the Commonwealth of Virginia. Buyer may not assign any Order or any interest therein without the prior written consent of Pexco. Any actual or attempted assignment without such consent shall be void and shall entitle Pexco to cancel the Order. Each Order is for the sale of goods, and the relationship between the parties is that of buyer and seller. Nothing herein shall be deemed to constitute a hiring, partnership or joint venture between the parties. All rights and remedies whether conferred hereby or by any other instrument of law shall be cumulative, and may be exercised singularly or concurrently. Failure by Pexco to enforce any term or condition herein shall not be construed as a waiver of that or any other term or condition. No waiver shall be binding upon Pexco unless in writing and signed by Pexco, and any such waiver shall be limited to the particular instance referred to. In the event any provision of these Terms and Conditions is held invalid under any applicable statute or rule of law, then to the maximum extent permitted by law, such provision shall be deemed severable from these Terms and Conditions and the remainder shall continue in full force and effect. Notwithstanding the above, such invalid term or condition shall be construed, to the extent possible, in accordance with the original intent of the parties. Each Order and these Terms and Conditions constitute the entire agreement between Pexco and Buyer with respect to the Order and supersede all proposals, oral and written, all previous negotiations and all other communications between the parties.



# FG 300 Model EFX Warranty

## **Pexco, LLC. – Davidson Traffic Control Products: 1-year Limited Warranty**

The limited warranty stated herein applies only to the purchase of the Pexco, LLC. FG 300 Model EFX Channelizer Posts and Bases, and is in lieu of any warranty set out in Pexco's Terms and Conditions. In consideration of the price offered, Pexco warrants to the original buyer identified on this invoice **only** that: (1) Davidson FG 300 Model EFX Posts, FG 300 HD Colored Bases, and Curb Anchor bolts shall be free from breakage or defect that affect the system's "merchantability" for one (1) year from the date of initial purchase, provided that Pexco's only obligation hereunder shall be replacement of defective FG 300 Model EFX posts, FG 300 HD Colored Bases, and Curb Anchor bolts according to the "Replacement Schedule" and terms set out below. In no event shall the warranty term extend beyond one (1) year from the date of initial purchase.

All other warranties or representations are hereby disclaimed, (including fitness for Buyer's intended use or purpose) all **Davidson Traffic Control Products** being sold **AS IS**, there being no warranties beyond the description of said FG 300 EFX posts on the Pexco invoice attached hereto. This Limited warranty specifically covers only posts 36 inches in length or shorter, and specifically does not apply to: (1) discoloration, cracking, fading or other damage in any way related to chemical exposure, (2) abrasion or loss of reflective sheeting or vertical panels applied to said posts, (3) improper installation or abnormal use, (4) damage by snow plows or (5) defects, distortion or failure of the supporting structure on which Pexco's products were installed. To be eligible, buyer must complete and return "Warranty Registration Card" to Pexco, LLC., 3110 70<sup>th</sup> Ave. East, Tacoma, WA 98424 to register each installation of this product. In no event shall Pexco be liable for incidental, consequential, personal or property damage resulting from use of its products, combination with other products or any defects claimed therein.

### **BUYER'S REPLACEMENT SCHEDULE**

Buyer's remedy hereunder shall in all cases be limited to Pexco, LLC. furnishing one (1) equivalent replacement for FG 300 Model EFX Posts or HD Bases according to the replacement schedule below:

**LESS THAN ONE YEAR: 100% REPLACEMENT OF BROKEN FG 300 EFX POST or BASE**

Buyer's remedy is conditioned upon: (1) Pexco receiving written notice and documentation of the alleged defect within thirty (30) days of Buyer's first indication of the alleged defect, (2) proof of purchase establishing that the alleged defect occurred less than one (1) year from the date of initial sale by Pexco. In no event shall Pexco be liable for costs of removing defective posts, installing replacement posts or bases or any other incidental or consequential damages.

This limited warranty gives you specific legal rights and you may have other rights that vary from state to state. Some states do not allow limitations on implied warranties or certain exclusions or limitations of incidental or consequential damages so the above limitations and exclusions may not apply to you.

*Sale of this product is subject to Pexco, LLC.'s General Terms and Conditions.*

**"Creating Products to Save Lives"**



## Terms and Conditions of Sale

The following are the Terms and Conditions under which Pexco, LLC, Inc., its designated representatives and its successors and assigns ("Pexco") sells its products in the United States of America and elsewhere.

**Terms and Conditions.** These Terms and Conditions shall apply to purchase orders issued and accepted or other contractual commitments to buy and sell Pexco's products (collectively, "Orders"). Pexco hereby gives notice of its objection to any different or additional terms that may be included by the person, firm, corporation or other business entity that places an Order ("Buyer"). These Terms and Conditions will become a binding contract only when a written or electronic acceptance of an Order is sent to Buyer by Pexco. If Buyer has not otherwise accepted these Terms and Conditions, Buyer's acceptance of any products delivered by Pexco pursuant to any Order shall constitute Buyer's acceptance of these Terms and Conditions with respect to such Order. These Terms and Conditions shall govern each Order notwithstanding any different, conflicting or additional terms and conditions which may appear on any form submitted by Buyer. Any forms used by Buyer to acknowledge this order shall be for administrative purposes only and shall have no force or effect. No addition to or modification of the Terms and Conditions herein shall be binding on Pexco unless specifically agreed to by Pexco in writing.

**Inconsistent Terms.** In the event of any inconsistency or conflict among these Terms and Conditions, the inconsistency or conflict shall be resolved by giving the contract documents the following order of precedence: (1) the terms and conditions on the face hereof, (2) any terms and conditions expressly incorporated by reference on the face hereof, (3) the preprinted terms and conditions on the back hereof, and (4) any other terms and conditions that may be a part of the contract.

**Prices.** Pexco's prices for stock products are subject to change without prior notice. Prices payable under an Order for stock products shall be based on Pexco's published prices in effect at the time the Order was placed. Notwithstanding the foregoing sentence, however, for stock products to be delivered more than 30 days after an Order was placed, the applicable price shall be the higher of the price in effect at the time the Order was placed and the price in effect on the date Pexco delivers the product for shipment. Prices for custom products shall be as stated in Pexco's quotation. Stenographic and clerical errors, if any, made by Pexco in any price quotation are subject to correction by Pexco. Prices are exclusive of all sales, use and like taxes. Any tax Pexco may be required to collect or pay upon the sale or delivery of the Products shall be for the account of Buyer, who shall promptly pay the amount thereof to Pexco or the taxing authority as required.

**Termination for Convenience.** Orders for products shall be terminable by Buyer on written notice received by Pexco prior to delivery by Pexco to the carrier for shipment. Upon termination of an Order by Buyer for stock products, Buyer shall be liable for a restocking charge of 25% of the price for each product terminated. Upon termination by Buyer of an Order for custom products (a) with respect to products manufactured prior to termination, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Pexco in fulfilling the Order, including all materials purchased, commitments made and engineering design services performed.

**Deliveries and Delivery Quantities.** Pexco will make all reasonable efforts to adhere to the shipping or delivery dates requested by Buyer. Pexco shall not be liable for any damages, loss or expense of Buyer for failure to meet any shipping or delivery dates for any reason whatsoever. Unless otherwise agreed, all products shall be delivered F.O.B. Pexco's manufacturing facility or a Pexco-owned distribution facility (whichever is applicable), and Buyer shall make all arrangements with an appropriate carrier to receive and transport the products to the destination specified by Buyer. Risk of loss for the products shall pass to Buyer upon delivery to the carrier. If Pexco agrees to arrange for a carrier, the cost of the carrier and insurance shall be added to the otherwise applicable price but risk of loss for the products will still pass to Buyer upon delivery to the carrier. Title shall pass upon Pexco's receipt of full payment by Buyer. Buyer shall accept overruns and under-runs on each individual item of custom product purchased hereunder, not exceeding 10% of the quantity of any product ordered. Where closer control of quantity is required by Buyer, special arrangements must be made in a writing signed by Buyer and Pexco. Any claims for shortages in the quantity of product delivered to Buyer must be made to Pexco, in writing, within 15 days from the date of delivery. Notwithstanding the foregoing, Pexco may make partial deliveries of products. In the event of a shortage of any product or delays in delivery caused by force majeure as provided in Paragraph 13 below, Pexco reserves the right to apportion products among its customers in its sole discretion.

**Inspection.** Buyer acknowledges that Pexco inspects the products sold hereunder on a sampling basis only, and such inspections will be conducted in accordance with Pexco's standard practice of quality control. If 100% inspection is required by Buyer, arrangements must be made with Pexco before an Order is placed and reflected in a writing signed by both parties. Additional inspection requirements may affect the price. Notwithstanding the foregoing, with respect to custom products, Buyer assumes full responsibility for inspecting all custom products upon delivery.

**Packaging and Packing.** Standard packaging and packing methods selected by Pexco will be used unless otherwise agreed in a writing signed by both parties. Additional packaging and packing costs incurred at Buyer's request shall be payable by Buyer and added to the applicable invoice.

**Payment and Credit Terms.** Pexco's payment terms are net 30 days from the date of the invoice for Buyers who have an established credit record with Pexco, which shall be determined by Pexco in its sole discretion. Pexco reserves the right to refuse to deliver any product to Buyer except upon payment in cash in advance. In the event Buyer fails to make payments as required herein, Buyer shall pay interest at a rate of 1 and 1/2% per month on the unpaid balance, together with the costs of collection and attorneys' fees, all without relief from valuation and appraisal laws. Pexco shall have a security interest in all products delivered to Buyer under an Order until Pexco receives payment in full as provided herein.

**Warranties and Remedies.** Pexco warrants that at the time of delivery for shipment (a) stock products delivered hereunder shall be free of defects in workmanship and material and conform to any product descriptions that are made a part of the Order and (b) custom products delivered hereunder shall conform to any Buyer specifications that are made a part of an Order. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, PEXCO MAKES NO WARRANTY REGARDING PRODUCTS DELIVERED HEREUNDER (OTHER THAN WARRANTY OF TITLE) AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE HEREIN ARE MADE SOLELY TO BUYER AND SHALL NOT EXTEND TO OR BE ASSIGNABLE TO BUYER'S CUSTOMERS, INCLUDING BUT NOT LIMITED TO ANY CUSTOMER WHO MAY BE A CONSUMER AS THAT TERM IS DEFINED UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

If any Product delivered hereunder fails to conform to the foregoing warranty and such product (or non-conforming part thereof) is returned to Pexco by Buyer, then Pexco, at Pexco's sole option, shall repair or replace such product (or non-conforming part) and make such repair or replacement product (or part) available for shipment to Buyer. Pexco's obligation to repair or replace is expressly conditioned on (a) Buyer obtaining written return authorization from Pexco prior to returning such non-conforming product and (b) Pexco's receipt of such non-conforming product within 30 days after delivery. Pexco's remedial obligations shall be excused if the product (or part) has been subjected to alteration, misuse, abuse or improper storage by Buyer. Unless Pexco expressly agrees in writing in advance, no set-off, allowance or credit shall be allowed for any non-conforming product. The repair or replacement remedy as set forth in this paragraph shall be Buyer's sole and exclusive remedy for non-conforming products delivered hereunder.

**Usage.** Pexco reserves the right to select sources of supply for raw materials, and Pexco does not guarantee the compatibility of performance of the materials in its products, or the products themselves, with any of Buyer's specific products or intended uses, whether or not such uses are known to Pexco, unless agreed to by Pexco in writing. Buyer is responsible for insuring compatibility between Pexco's product and any other products or components that may be combined therewith or placed therein. Buyer assumes all risk and liability for results obtained by the use of the products sold hereunder, whether used singly or in combination with other products. Buyer shall indemnify and save Pexco harmless from and against (a) any and all loss, damage, injury, claim, cause of action or proceeding arising out of the sale or use of Pexco's product, whether singly or in combination with other products, and (b) any and all costs and expenses, including attorneys' fees, related thereto. To the fullest extent permitted by applicable law, in the event of and in connection with any resale of Pexco's product by Buyer in any fashion whatsoever, Buyer shall require and obtain from its customers restrictions of warranties and limitations and waivers of liability and other limited remedies, defenses and protections running to and for the benefit of Pexco, including indemnity, at least equal to and including such items set forth herein. In order to maintain and provide to Pexco throughout the channels of distribution through and including the ultimate use and consumption of Pexco's product the limitations and waivers of liability, remedies, defenses and protections set forth herein without any enlargement whatsoever of liability of Pexco as if the sale hereunder to Buyer were to and for the ultimate use or consumption of Pexco's product. Buyer shall insure that all information, labels and other warnings concerning Pexco's product provided to Buyer by Pexco, if any, are kept and delivered with Pexco's product throughout the channels of distribution. Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and hold Pexco harmless from and against any and all loss, damage, injury, claim, cause of action or proceeding that may result from Buyer's failure to adhere to the covenants contained in this paragraph, and from and against any and all costs and expenses, including attorneys' fees, related thereto.

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**Limitation of Liability.** IN NO EVENT SHALL PEXCO BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ORDER OR THE PRODUCTS SOLD THEREUNDER, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, INCLUDING STRICT LIABILITY, WHETHER AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT AND PRODUCT LIABILITY CLAIMS. IN NO EVENT SHALL PEXCO'S AGGREGATE LIABILITY TO BUYER WITH RESPECT TO ANY PRODUCT DELIVERED PURSUANT TO ANY ORDER EXCEED THE AGGREGATE COMPENSATION PAYABLE TO PEXCO HEREUNDER FOR THE PRODUCTS COVERED BY SUCH ORDER.

No action, whether in contract or tort, arising out of or in connection with an Order, may be brought by either party more than 18 months after the cause of action has accrued, except that an action for nonpayment may be brought by Pexco at any time within 36 months from the date payment becomes 90 days past due.

**Patents/Indemnity.** Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and save Pexco harmless from and against (a) any claim, suit or proceeding based on an allegation that any product manufactured hereunder in compliance with Buyer's instructions or specifications constitutes an infringement of any patent, trademark, trade secret or copyright and (b) any judgment or other recovery thereon. Buyer shall promptly pay or secure any judgment or recovery and pay Pexco's reasonable costs and expenses, including attorneys' fees, in defending any such claim, action or proceeding. Any patentable invention created by Pexco in performing any work for Buyer under this order or any modification hereof, will be Pexco's sole and exclusive property unless otherwise stated on the face hereof.

**Force Majeure.** Neither Buyer nor Pexco shall be liable to the other for any failure to perform, or delay in the performance of any obligation hereunder (except the obligation to pay amounts due hereunder) to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes shall include fire, storm, flood, act of God, war, explosion, sabotage, act of terrorism, strikes or other labor trouble, shortages or inability to secure transportation, raw materials, machinery and/or other equipment necessary for the manufacture of the product, the expropriation of Pexco's plant, the product and/or raw materials in whole or in part by a federal or state authority, acts of the federal government, any state or local government or any agency thereof and any other like cause interfering with the production or transportation of the product.

**Cancellation.** Any Order may be cancelled by Pexco upon Buyer's breach or repudiation thereof for any reason, including bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors and without regard to materiality of such breach or repudiation, provided such breach shall not be cured, or such repudiation is not retracted, within five days after Pexco provides written notice thereof to Buyer.

**General Provisions.** These Terms and Conditions and any sale hereunder shall be governed by the laws of the Commonwealth of Virginia, U.S.A., notwithstanding any choice of law provision that might apply the laws of another jurisdiction. Any claim or dispute arising out of an Order or the products delivered under any Order may only be brought in the state and federal courts located in the Commonwealth of Virginia. Buyer may not assign any Order or any interest therein without the prior written consent of Pexco. Any actual or attempted assignment without such consent shall be void and shall entitle Pexco to cancel the Order. Each Order is for the sale of goods, and the relationship between the parties is that of buyer and seller. Nothing herein shall be deemed to constitute a hiring, partnership or joint venture between the parties. All rights and remedies whether conferred hereby or by any other instrument of law shall be cumulative, and may be exercised singularly or concurrently. Failure by Pexco to enforce any term or condition herein shall not be construed as a waiver of that or any other term or condition. No waiver shall be binding upon Pexco unless in writing and signed by Pexco and any such waiver shall



be limited to the particular Instance referred to. In the event any provision of these Terms and Conditions is held invalid under any applicable statute or rule of law, then to the maximum extent permitted by law, such provision shall be deemed severable from these Terms and Conditions and the remainder shall continue in full force and effect. Notwithstanding the above, such invalid term or condition shall be construed, to the extent possible, in accordance with the original intent of the parties. Each Order and these Terms and Conditions constitute the entire agreement between Pexco and Buyer with respect to the Order and supersede all proposals, oral and written, all previous negotiations and all other communications between the parties.



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda C. Patel  
Director

August 25, 2017

## ADDENDUM # 3

Bid No.: 50-00120265

Bid Opening Date: August 29, 2017, 2:00 PM

Bid Opening Date Postponed to: September 7, 2017, 2:00 PM

For: Furnish and Install a Permanently Mounted Raised Modular Lane Separator System at Various Intersections for the Jefferson Parish Department of Engineering

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- **BID OPENING DATE HAS BEEN POSTPONED TO: September 7, 2017 at 2:00 PM**
- **REVISION TO SPECIFICATIONS:**

### REMOVE AND REPLACE SECTION 3.1:

#### **REMOVE:**

3.1 Upright posts shall be no taller than 36 inches, and have a cross sectional area no wider than 3 inches (3" O.D. for round posts) facing traffic.

#### **REPLACE WITH:**

3.1 Upright posts shall be no taller than thirty six (36) inches, and have a cross sectional area between eight (8) inches and three (3) inches (3" – 4" O.D. for round posts) facing traffic.

Sincerely,

*Melissa Ovalle*

Melissa Ovalle, 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 C. Patel  
Director

August 22, 2017

## ADDENDUM # 2

Bid No.: 50-00120265

Bid Opening Date: August 29, 2017, 2:00 PM

**For: Furnish and Install a Permanently Mounted Raised Modular Lane Separator System at Various Intersections for the Jefferson Parish Department of Engineering**

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### ➤ **CLARIFICATION, REVISION AND ADDITION OF SPECIFICATIONS:**

#### ADD TO SPECIFICATIONS:

**5. CONTRACT TIME:** The contractor shall have Ninety (90) Calendar Days from the Notice to Proceed to complete the project in its entirety. All calendar days will be charged contract time, including days elapsing between the effective dates of written orders to suspend work and to resume work for suspensions not the fault of the contractor. Contract time extensions will be granted for any delays for which Jefferson Parish Traffic Engineering Division (JPTED) is responsible.

**5.1 FAILURE TO COMPLETE ON TIME:** For each calendar day including, but not limited to, adverse weather days and holidays that the work remains incomplete after expiration of the contract time, the sum specified in Table 5.3 will be deducted from payments for the work, not as a penalty but as stipulated damages, except for days The JPTED directs in writing as no work days. Permitting the contractor to continue work after expiration of the contract time will not operate as a waiver by the JPTED of its rights under the contract. The contractor accepts, expressly assents, and does hereby confess judgment in favor of the JPTED as to the daily charge amount set forth in Table 5.3. Stipulated damages will be determined by the project's Original Contract Amount, which is equal to the bid amount. The charges shown in Table 5.3 will be the assessed daily stipulated damages for each calendar day after expiration of the contract time.

**5.2** The contractor shall not be charged stipulated damages for time extensions beyond the contract time due to delays that are not the contractor's OR the JPTED's fault or responsibility, OR are the sole fault or responsibility of the JPTED. The JPTED shall not grant additional payment for these delays, but will grant additional contract time upon written notice by the contractor.



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda C. Patel  
Director

Table 5.3 STIPULATED DAMAGES:

ORIGINAL CONTRACT AMOUNT		DAILY CHARGES (DOLLARS)
FROM MORE THAN	TO AND INCLUDING	
\$ -	\$ 25,000.00	\$ 75.00
\$ 25,000.00	\$ 50,000.00	\$ 150.00
\$ 50,000.00	\$ 100,000.00	\$ 300.00
\$ 100,000.00	\$ 500,000.00	\$ 1,500.00
\$ 500,000.00	\$ 1,000,000.00	\$ 3,000.00

**QUESTION:**

I would like a clarification of the specification in Section 3.1. The requirement of “no wider than 3 inches facing traffic,” is counter-productive and detrimental to the safety of the motoring public, in that it limits the reflective material observable to motorists, rather than maximizing it. The words “no wider,” I think, were actually intended to be “no narrower.” That would make sense, from a safety point of view, in that the larger, the better, in making the object more visible. The way the spec is currently written, one could elongate a flat panel and present a mere 1-inch face to the motorist. In fact, one of the other Approved Suppliers in Par 4.3.1.3 uses not a round post, but an oddly-shaped post, both flat and curved, so “round” precludes that system’s use as well. Surely, this “no-wider than 3-inch” wording is an unintended miscalculation or a typographical error.

If, however, this is the intended language, then it appears to be placed with the purpose of “spec’ing” out QWICK KURB™ (and one of the other two suppliers), which would be contradictory to stating in Section 4.3.1.3 that the QWICK KURB system (and the non-round post system supplier) is an approved system for the project - that is, saying that QWICK KURB™ is an approved system, but detailing the specifications to preclude it use. Thus, the specs currently give the appearance of intending for only one system being allowed, despite listing three.

**ANSWER:**

The intention of the specification was to limit the width of the lane separator so as not to protrude into the lane should the panel be up to 12” wide (which is what some vendors provide). What would “make sense from a safety point of view” would be to keep motorists from impacting the upright post if it intruded into the travel lane due to excessive width. One certainly couldn’t “elongate a flat panel” since the maximum height is 36 inches. Again, the intent was to avoid excessively wide flat panel separators that resemble object markers. There are some locations where we do not have the room for wide panels and we wanted to maintain consistency.

The three products listed in section 4.3.1 are products approved for use by the FHWA. This list does not include all products approved by the FHWA. Bidders are not limited to bidding on a product listed in section 4.3.1. Bids may be submitted for products not listed in section 4.3.1, that can meet our application needs and are **FHWA approved**. Specifications will be required prior to award.



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**REMOVE AND REPLACE SECTION 3.4:**

**REMOVE:**

3.4. The upright posts may be either round or flat-panel, and shall fully rebound to its original position when struck.

**REPLACE WITH:**

3.4. The upright posts may be either round or flat-panel, *or a combination of both*, and shall fully rebound to its original position when struck.

Sincerely,

*Melissa Oualle*

Melissa Oualle, 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

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Parish President

Brenda C. Patel  
Director

August 14, 2017

## ADDENDUM # 1

Bid No.: 50-00120265

Bid Opening Date: August 15, 2017, 2:00 PM  
Bid Opening Date Postponed to: August 29, 2017, 2:00 PM

For: FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING

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➤ **BID OPENING DATE HAS BEEN POSTPONED TO: August 29, 2017, 2:00 PM**

By notice of this addendum: The bid opening date has been extended to allow time to respond to questions.

Sincerely,

*Melissa Ovale*

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Melissa Ovale, 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.