

LA CONTRACTING ENTERPRISE, LLC  
1645 ST. PATRICK ST  
THIBODAUX, LA 70301  
bidding@la-cont.com  
985-446-2212  
STATE LICENSE NO. 34263

TO:  
Jefferson Parish Purchasing  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

OWNER:  
Jefferson Parish Purchasing  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

PROJECT NAME:  
Construction of Johnny Jacobs Playground Splash Pad

PROJECT NO:  
50-00142374

BID DATE & TIME:  
June 27, 2023 @ 2:00 PM

ADDENDUM:  
#1(6-22-23)

SEALED BID

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish Purchasing

200 Derbigny Street, Suite 4400

Gretna, La. 70053

BID FOR: Johnny Jacobs Playground

Splash Pad

Bid # 50-00142374

Revised per Addenda #1

(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Manning APC and dated: 6/22/2023

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

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1(6-22-23)

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

one million, one hundred seventy-nine thousand, seventy-two and fifty cents 1,179,072.50 Dollars (\$ N/A )

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

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

N/A

Dollars (\$ N/A )

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

N/A

Dollars (\$ N/A )

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

N/A

Dollars (\$ N/A )

**NAME OF BIDDER:** LA Contracting Enterprise, LLC

**ADDRESS OF BIDDER:** 1645 Saint Patrick Street

Thibodaux, LA 70301

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 34263

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Jeremy Landry

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Member

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 6/27/23

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

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

\*\* A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Lafourche

BEFORE ME, the undersigned authority, personally came and appeared: Jeremy  
Landry, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Member of LA Contracting Enterprise, LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-00142374, 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 X there are **NO** campaign contributions made which would require  
disclosure under Choice A of this section.

Affiant further said:

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** X 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

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.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

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



A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:


- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

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

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

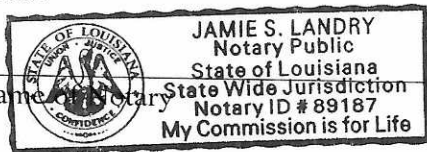
  
\_\_\_\_\_  
Signature of Affiant

Jeremy Landry  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 27<sup>th</sup> DAY OF June, 2023.

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

Printed Name of Notary



\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires \_\_\_\_\_.

SEE ATTACHED

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, 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**

\_\_\_\_\_  
**DATE**

UNITED STATES OF AMERICA  
State of Louisiana



**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Organization and Initial Report of

LA CONTRACTING ENTERPRISE, L.L.C.

Domiciled at BERWICK, LOUISIANA,

Was filed and recorded in this Office on June 05, 1998,

And all fees having been paid as required by law, the  
limited liability company is authorized to transact business  
in this State, subject to the restrictions imposed by law,  
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*

June 5, 1998

*Jox McKeithen*

BBE 34649410K

*Secretary of State*





**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*  
the attached document(s) of

**LA CONTRACTING ENTERPRISE, L.L.C.**

are true and correct and are filed in the Louisiana Secretary of State's Office.  
40982854 Amendments 10/31/2012 3 pages

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,

October 31, 2012

*Secretary of State*

JL 34649410K



Certificate ID: 10320748#NVM73

To validate this certificate, visit the following  
web site, go to **Commercial Division,**  
**Certificate Validation**, then follow the  
instructions displayed.

[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

**ARTICLES OF AMENDMENT AND RESTATEMENT TO  
ARTICLES OF ORGANIZATION OF  
LA CONTRACTING ENTERPRISE, L.L.C.**

The undersigned Sole Member/Manager of LA CONTRACTING ENTERPRISE, L.L.C. (the "Company"), does hereby certify that the Articles of Organization of the Company were amended by unanimous consent at a meeting held on the 30<sup>th</sup> day of October, 2012.

Articles I, II, III of the Articles of Organization are amended and Article IV, V and VI were added by said resolution so that the Amended and Restated Articles read in its entirety as follows:

**ARTICLE I**

**Name**

The name of the Limited Liability Company is LA CONTRACTING ENTERPRISE, L.L.C.

**ARTICLE II**

**Purpose**

The Limited Liability Company's purpose is to engage in any lawful activity for which Limited Liability Companies may be formed under the laws of the State of Louisiana.

**ARTICLE III**

**Management**

The Limited Liability Company shall be managed by the Sole Member/Manager, Jeremy Landry until the Articles are amended and filed with the Secretary of State of the State of Louisiana.

**ARTICLE IV**

**Voting**

Each member shall have one vote which is proportionate to his ownership interest in the Limited Liability Company.

## ARTICLE V

### **Amendments and Addendums**

Amendments and addendums to these Articles of Organization shall be made by unanimous vote of the members of the Limited Liability Company.

## ARTICLE VI

### **Duration**

Unless dissolved by law or agreement, the existence of the Company shall be perpetual.

## ARTICLE VII

### **Powers of the Manager**


The Manager shall have all powers and duties conferred upon him by law, including specifically the power to issue bids and sign contracts under LA. R.S. 38:2212.

## ARTICLE VIII

### **Reliance**

Persons dealing with the company may rely upon a certificate of any one of the certifying officials listed below to establish the membership of any member, the authenticity of any records of the company, including without limitation, the Operating Agreement, or the authority of any person to act on behalf of the company, including, without limitation, the authority to take the actions referred to in La. Rev. Statutes § 12:1318(B). The following persons are hereby named authorized certified officials of the company, and any one of them may exercise the full authority granted by La. Rev. Statutes § 12:130(C)(5) without the need to obtain the written approval or certification of any other certified official: Jeremy Landry.

These Articles of Amendment are dated October 30, 2012.

  
\_\_\_\_\_  
Jeremy Landry, Sole Member/Manager

STATE OF LOUISIANA

PARISH OF LAFOURCHE

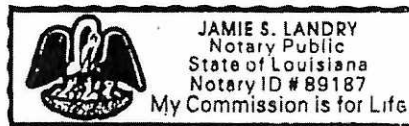
BE IT KNOWN, that on this 30<sup>th</sup> day of October, 2012, before me, the undersigned Notary Public, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared JEREMY LANDRY, to me known to be a Sole Member/Manager of LA CONTRACTING ENTERPRISE, L.L.C. and one of the persons who executed the foregoing Articles of Amendment in such capacity, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is authorized to and did execute the foregoing Articles of Amendment in such capacity for the said company, as its and his free act and deed.

WITNESSES:

Amiee Bolotte  
Amiee Bolotte  
Bridget Marie Landry  
Bridget Marie Landry

Jeremy Landry  
JEREMY LANDRY

Jamie S. Landry  
NOTARY PUBLIC





# Lafourche Parish Recordation Certificate

Vernon H. Rodrigue  
CLERK OF COURT  
PO BOX 818  
303 W 3rd St  
Thibodaux, LA 70302  
(985) 447-4841

**First VENDOR**

LA CONTRACTING ENTERPRISE LLC

**First VENDEE**

LANDRY, JEREMY

Index Type : Conveyance

Inst Number : 1142645

Type of Document : Certificate Of Authority

Book : 1901

Page : 630

Recording Pages : 2

**Recorded Information**

On (Recorded Date) : 10/11/2012

At (Recorded Time) : 9:23:59:000 AM

Recordation Certified On : 10/11/2012



Doc ID - 030646700002

Deputy Clerk

*Cheryl L. Sanchez*



AFFIDAVIT OF CERTIFICATE OF AUTHORITY  
UNDER LA. REV. STAT. 38:2212(0)  
FOR JEREMY LANDRY TO SIGN BIDS  
FOR LA CONTRACTING ENTERPRISE, LLC  
ON PUBLIC CONTRACTS

STATE OF LOUISIANA  
PARISH OF LAFOURCHE

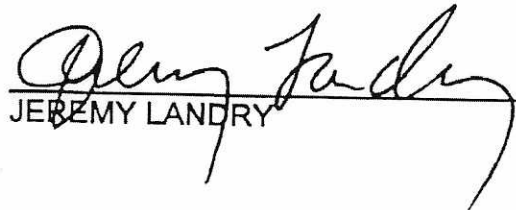
BEFORE ME, the undersigned notary public, personally appeared:

JEREMY LANDRY

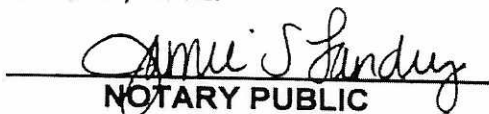
known to me, swore as follows:

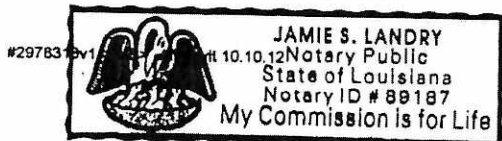
1.

He is the sole member of LA Contracting Enterprise, LLC and that he is authorized to act on behalf of LA Contracting Enterprise, LLC to submit bids on public contracts in the submission of all bids on behalf of LA Contracting Enterprise, LLC, and to sign any such bids to bind LA Contracting Enterprise, LLC.

  
JEREMY LANDRY

**SWORN TO AND SUBSCRIBED**  
before me, this 10<sup>th</sup> day of  
October, 2012.

  
NOTARY PUBLIC



## CERTIFICATE OF AUTHENTICITY

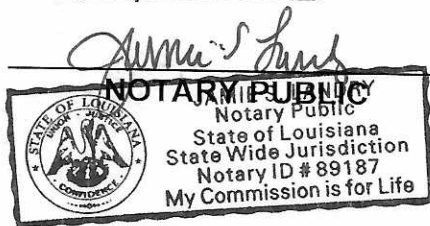
STATE OF LOUISIANA  
PARISH OF LAFOURCHE

I, Jeremy Landry, do hereby certify that I am the sole member and manager of LA Contracting Enterprise, LLC, and that I am authorized to, and do, certify that the attached papers are authentic copies of the "Organizational Documents" of LA Contracting Enterprise, LLC. I make this certification in accordance with La Rev Stat. 12:1317C.

  
JEREMY LANDRY

### SWORN TO AND SUBSCRIBED

before me, this 21<sup>st</sup> day of  
June, 2023.





## State Licensing Board for Contractors

This is to Certify that:

LA CONTRACTING ENTERPRISE, L.L.C.  
1645 Saint Patrick Street  
Thibodaux, LA 70301

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (STATEWIDE); HEAVY CONSTRUCTION; HIGHWAY,  
STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: February 18, 2024

License No: 34263

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 19th day of February 2021

*Will S. McCP*  
\_\_\_\_\_  
Director

*Lee Mallett*  
\_\_\_\_\_  
Chairman

*Andy Murrell*  
\_\_\_\_\_  
Treasurer

This License Is Not Transferrable



LACONTR-01

JCOMEAX

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

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

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

PRODUCER Laris Insurance Agency 810 Crescent Avenue Lockport, LA 70374	CONTACT NAME: Allison Lovell	
	PHONE (A/C, No, Ext): (985) 532-5576 FAX (A/C, No): (985) 532-5001	
	E-MAIL ADDRESS: allison.lovell@larisinsurance.com	
INSURED  LA Contracting Enterprise, LLC 1645 Saint Patrick Street Thibodaux, LA 70301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Indemnity Company of Connecticut	25682
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : American Interstate Insurance Company	31895
	INSURER E : Westchester Surplus Lines Insurance Company	10172
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

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:			DTCO4F156972TIA23	1/1/2023	1/1/2024	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 - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA3L0174162326G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0K1146822326	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCLA3147792023	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractor Pollution			G28356584003	1/1/2023	1/1/2024	Each Condition 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Equipment Floater Policy #DTCO4F156972TIA23 - Effective 1/1/23-24 - Travelers Indemnity Co. of America - Rented/Leased Equipment From Others Limit \$300,000 - Deductible \$2,500 except for wind/hail/flood/earthquake is \$5,000 deductible. Includes Blanket Loss Payee, ATIMA.  
Blanket Installation Floater Policy #MKLM4IM0052827 - Effective 4/23/22-23 - Markel American Ins. Co. - Special Coverage form including Flood - Blanket Installation Floater Limit \$2,500,000 - Transit Limit \$100,000 - Deductible \$10,000 except 3% Named Storm Deductible subject to \$50,000 minimum - Flood Limit \$250,000 with 3% deductible subject to \$50,000 minimum

Please see attached addendum for additional coverages;

## CERTIFICATE HOLDER

## CANCELLATION

"INSURED COPY ONLY"  
1645 St. Patrick Street  
Thibodaux, LA 70301

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

*Ross Laris* Ross Laris



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Laris Insurance Agency		NAMED INSURED LA Contracting Enterprise, LLC 1645 Saint Patrick Street Thibodaux, LA 70301	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Addendum

General Liability Includes but not limited to:  
Blanket Additional Insured as required by written contract  
Blanket Waiver of Subrogation as required by written contract  
Primary & Non-Contributory Wording  
Contractual Liability  
Designated Projects General Aggregate Limit  
30 Day Notice of Cancellation to Certificate holders.

Commercial Auto Includes but not limited to:  
Blanket Additional Insured as required by written contract  
Blanket Waiver of Subrogation as required by written contract  
Primary & Non-Contributory Wording

WC policy includes but not limited to:  
USL&H  
Blanket Waiver of Subrogation as required by written contract  
Blanket Alternate Employer as required by signed, written contract

Umbrella Policy is follow form coverage over the General Liability, Auto and Employers Liability Policies.

See attached addendum for additional coverages All policies will provide thirty (30) days notice of cancellation, (except ten (10) days for non-payment of premium), as well as changes to the policy, only to the first named insured. We are diligently working to resolve this global issue with the carriers, whereby specifically named additional insureds will be afforded cancellation notification also.

The Certificate of Insurance to which this addendum is a part of does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon. If any provisions of this addendum conflicts in whole or in part with the terms of the insurance policy(ies), then the provisions of the insurance policy(ies) will prevail.

## PUBLIC WORKS BID INSTRUCTIONS

### A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category:

Building Construction

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of Jefferson Parish Ordinance No. 13574, as amended a copy of which may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053.

### B. PROBABLE CONSTRUCTION RANGES AND PRICES

Range of the Probable Construction Cost for Base Bid: \$1,000,000 - \$2,500,000

Range of the Probable Construction Cost for Alternate No. 1: N/A

Range of the Probable Construction Cost for Alternate No. 2: N/A

Range of the Probable Construction Cost for Alternate No. 3: N/A

Range of the Previous Contract Cap  
(Public Work Maintenance Contract): N/A

The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bidders may submit for products of equal quality, style, type and character, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

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 after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.



### **C. METHODS OF BID SUBMISSION**

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at no charge via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net). Registration and use of this site are free to Jefferson Parish vendors. Additional instructions are included in the text box highlighting electronic procurement.

Only bids properly signed (see more below) will be accepted. NO LATE BIDS WILL BE ACCEPTED. The name of the bidder must be legibly shown. If the bidder is an individual, their name and address should be shown. If the bidder is an entity, the name of the person given the requisite authority to submit the bid on behalf of the entity shall be shown and the address of the entity's place of business should be shown.

Evidence of agency, corporate, limited liability or partnership authority of the person submitting and signing the bid is required for submission of bid. A copy of a corporate resolution or other signature authorization shall be required for submission of the bid. Failure to include a copy of the appropriate signature authorization will result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(B)(5). Photostatic or font signatures shall result in the bid being rejected. However, an electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a secured digital signature. A sample corporate resolution and sample certification of sole proprietorship can be downloaded from the Jefferson Parish Purchasing Department's website <http://purchasing.jeffparish.net>, or you may provide your own document.

### **D. TIMELINES**

#### **1. Prior to the closing time for receipt of scheduled bids**

A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the bidder or his duly authorized representative, is filed with the Parish prior to that time. When such a request is received, the bid will be returned to the bidder unopened. However, no bid can be modified, corrected or withdrawn after the time set for closing such bid, except as provided by LSA-R.S. 38:2214(C) & (D).

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

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment 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 the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to



his bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

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

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

## **2. Post-closing time for receipt of scheduled bids**

Except as where provided by law, bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Parish issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

The Parish of Jefferson reserves the right to cancel this contract for convenience by issuing a thirty (30) day written notice to contractor.

## **E. BID REVIEW AND AWARD**

### **1. Rejection of Bids**

- a. Jefferson Parish may reject any and all bids for just cause in accordance with LA R.S. 38:2214(B). Just cause, for the purpose of the construction of public works, is defined, but is not limited to, the following circumstances:
  - (1) The public entity's unavailability of funds sufficient for the construction of the proposed public work.
  - (2) The failure of any bidder to submit a bid within an established threshold of the preconstruction estimates for that public work, as part of the bid specifications.
  - (3) A substantial change by the public entity prior to the award in the scope or design of the proposed public work.
  - (4) A determination by the public entity not to build the proposed public work within twelve months of the date for the public opening and reading of bids.
  - (5) The disqualification by the public entity of all bidders.

- b. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:
- (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
  - (2) If affidavits included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
  - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
  - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
  - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.
  - (6) If the proposed bid security does not meet the requirements of Section J.
  - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
  - (8) The bid is not properly signed or the authority of the signature person submitting the bid is deemed insufficient or unacceptable.
  - (9) If the bidder does not possess the proper license(s) required as noted in the specifications.
  - (10) Any other reasons for rejection set forth by State or Parish laws, Ordinances or Resolutions.
- c. In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to China, North Korea and Vietnam, and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

## **2. Disqualification of Bids**

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
  - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
    - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
  - iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
- (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
  - (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
  - (7) Failure to secure and/or maintain necessary licenses and/or permits;
  - (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or failure to comply with or meet bid specifications and/or failure to be a responsible bidder.
  - (9) A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

### **3. Award of Contract**

The award of the contract, if it be awarded, will be by the Parish to the lowest responsive and responsible bidder whose proposal shall have complied with all the bid requirements. The successful bidder will be notified via the e-Procurement site that his bid has been accepted. No contract shall be executed with any contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Parish.

Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the lowest responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

Preference will be given to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251-2261 for materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana, unless federal funding is directly spent by Jefferson Parish on this project.

The successful bidder shall execute the contract with the Parish in the form of the contract included in the specifications, a copy of which is annexed hereto, in such number of counterparts as the Parish may request within twelve (12) days after receipt of notice of award of the contract by the Parish. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

**PROTESTS:** Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-913 of the Jefferson Parish Code of Ordinances.)

Upon full execution of the contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows:

The work shall be substantially complete within 279 calendar days of the written notice to proceed and completed and shall be ready for final acceptance no more than 30 calendar days after substantial completion.

#### F. SALES TAX EXEMPTION

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

#### G. LIQUIDATED DAMAGES

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of \$ 500 for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

In addition to, but not in lieu of the per diem liquidated damages, Parish shall also be entitled to recover from the contractor or the contractor's surety additional liquidated damages as detailed in Resolution No. 141125, as amended. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

(1)	Extended Architectural and/or Engineering Fees	\$ <u>175</u> /hour
(2)	Extended Resident Project Representative Fee	\$ <u>N/A</u> /hour
(3)	Extended Construction Management Fees	\$ <u>175</u> /day
(4)	Extended Parish's Overhead and Personnel Expenses	\$ <u>N/A</u> /hour

- (5) Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times.

Whenever contractor's work requires inspections in excess of the budgeted amount for inspection, the contractor shall reimburse the Parish for the additional costs incurred by the Parish attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

The reasonable budget for such inspections is \$ N/A. Resident Project Representative overtime rates shall be calculated at 1.2 times the hourly rate. The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with Louisiana Public Bid Law.

#### H. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

Inspector General: 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 JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

Conflicts of Interest: Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

#### I. REQUIRED AFFIDAVITS

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without 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 prior to, or at 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.



The person submitting the bid, and whose authority to submit has been evidenced on the Corporate Resolution is the proper party to execute the **Public Works Bid Affidavit**.

**J. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)**

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to LA R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

No oral interpretation will be made to any bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications and shall be issued as authorized by LA-R.S. 38:2212(O).

All such addenda shall become a part of the contract documents. Failure of any bidder to receive any such interpretation shall not relieve any bidder from any obligation under his bid as submitted without modification.

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

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

Bidders must comply with all provisions of this Notice, the Standard General Conditions of the Construction Contract and any special conditions and specifications contained herein, all of which are made part of this bid proposal. Resolution No. 141125, as amended, will be considered a part of the bid whether attached or not. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at <http://purchasing.jeffparish.net> and clicking on online forms.

**Bid Security:** Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid

accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

When submitting online, bidders 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.

**Performance Bond:** A performance bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

**Payment Bond:** A payment bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

To the extent permitted by law, the bond requirements as set forth herein are waived insofar as Community Development Housing Rehabilitation Construction Contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's Office will omit the requirements in connection with Community Development Housing Rehabilitation Construction Contracts for single family, owner-occupied dwellings.

## **K. INSURANCE REQUIREMENTS**

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

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

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

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

☒ **COMMERCIAL GENERAL LIABILITY**

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

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

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

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

☒ **OWNER'S PROTECTIVE LIABILITY**

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

☒ **BUILDER'S RISK INSURANCE**

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

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

**L. INDEMNIFICATION**

Bidder acknowledges that bidder recovered the cost of any required insurance in the contract price as required by LA R.S. 9:2780.1(l) and that bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that bidder has obtained.

**M. FAMILIARITY WITH LAWS AND ORDINANCES**

Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, Parish/Municipal Ordinances, Resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.



In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

#### **N. MISCELLANEOUS**

The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

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, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. 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.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds, as applicable.

Johnny Jacob's Playground Splash Pad

Bid Proposal No. 50-00142374

Addendum No. 1

Date: 06/22/2023

Page 1 of 8

**Contract Documents, Specifications**

**And**

**Contract Drawings for**

**Johnny Jacob's Playground Splash Pad**

**Jefferson Parish Department of Parks and Recreation**

**Parks and Recreation Project No. 20152**

**Bid Proposal No. 50-00142374**

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**Addendum No. 1**

**Date Issued: June 22, 2023**

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**NEW BID DATE: June 27, 2023**

**BID LOCATION: Jefferson Parish General Government Building**

**Jefferson Parish Purchasing Dept., Suite 4400**

**200 Derbigny St., Gretna, LA 70053**

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This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

Acknowledge receipt of the addendum by inserting its number on the Bid Form of the Bid Documents. Failure to do so will subject the bidder to rejection.

The Addendum No. 1 consists of 8 pages including the drawing sheets and attachments.

# ADDENDUM

## JOHNNY JACOB'S PLAYGROUND SPLASH PAD

BID No.: 50-00142374

Date	June 22, 2023	Addendum No.	01
Re	Jefferson Parish	Issued By	Manning
	Johnny Jacob's Playground		650 Poydras Street, Suite 1250
	Splash Pad		New Orleans, LA 70130
	5851 5 <sup>TH</sup> Ave.		Telephone: 504-412-2000
	Marrero, LA 70072		Facsimile: 504-412-2001
Issued To	All bidders		

This addendum is a part of the Documents and shall be included in the Documents. Changes made by the addenda take precedence over information published at an earlier date. Acknowledge receipt of this addendum on the bid form. Failure to acknowledge receipt of this addendum in your proposal may render your bid non-responsive.

### GENERAL CLARIFICATIONS:

1. The sign in sheets from the Pre-Bid Conference are included with this Addendum for reference.
2. The revised Bid Form is included with this Addendum.
3. The following clarifications are from the project's original bid for reference:
  - a. Splash Pad features depicted on A501 by Water Odyssey are the components to be included in this project. If a subcontractor is an approved installer of Water Odyssey equipment they do not need prior approval.

### INTERROGATIVES:

1. LANDSCAPE PLANTING – What is the spacing O.C. for the Royal Purple Liriope planting?  
**12"OC**
2. TIFGREEN BERMUDA GRASS SEED – Please provide a source for the seed.  
If the Tifgreen Bermuda Seed is not readily available, the bidder can choose from the approved alternatives below:
  - Oasis Bermuda Grass
  - Arden 15 Bermuda Grass
  - Blackjack Bermuda Grass
  - LaPrima XD Bermuda Grass
3. TREES – What caliper or container size is the Southern Live Oak and the Southern Catalpa?  
**Southern Live Oak: The Live Oak must the requirements noted on the schedule**  
**Southern Catalpa: The Catalpa must be a minimum of 2" caliper and meet the other noted requirements in the planting schedule**
4. Is this a potable or flow through system?  
**This is a flow through system.**
5. Is the kiosk above ground, a wall mounted manifold, or below grade?  
**The kiosk is above ground.**
6. What schedule pipe will be required for the splash pad?  
**Engineer assumes Bidder is referring to the 4" drainage pipe to be installed in the Splash Pad as shown on Sheet No. C-0004 per Callout I, that pipe shall be Sch. 80 PVC pipe.**



# ADDENDUM

## JOHNNY JACOB'S PLAYGROUND SPLASH PAD

BID No.: 50-00142374

### SPECIFICATIONS:

1. None

### DRAWINGS:

*Replace the following drawings in their entirety.*

1. None

### PRIOR APPROVALS:

*Review and approval/ denial of substitution requests are for general comparison to the original specified product. It is the responsibility of the bidder to confirm all components, finishes, quality, and fitment meet the original specifications. Final color/ finish selection at the discretion of the Architect post bid.*

1. Light Fixtures
  - a. See attached prior approval letter included with this addendum.
2. Splash Pad Components
  - a. Oasis Water Playgrounds
    - i. Proposed configuration rejected by Owner. Any revision post awarding of bid proposed as substitution will be at the discretion of the Owner and at the risk of the Bidder.
  - b. Innovative Recreation, LLC./ Waterplay
    - i. Proposed configuration rejected by Owner. Any revision post awarding of bid proposed as substitution will be at the discretion of the Owner and at the risk of the Bidder.

### REVISED PUBLIC WORK BID FORM:

1. Revised to declare the preparer of the bidding documents.

### ATTACHMENTS:

1. Public Work Bid Form
2. Pre-Bid Sign In Sheets
3. Lighting Prior Approval Letter

END OF ADDENDUM

# PRE-BID CONFERENCE SIGN-IN SHEET

Page 1

BID #:50-00142374  
 DESCRIPTION: Splash Pad  
 LOCATION:6600 Airline Drive, Metairie, La. 70003  
 DATE AND TIME:06/08/2023 @ 10:00AM  
 START TIME: 10:05 Am STOP TIME: 10:17 Am

COMPANY NAME	COMPANY REPRESENTATIVE	PHONE	EMAIL ADDRESS	SIGN-IN TIME
Jefferson Parish Purchasing	Donna Reamey	504-364-2684	Dreamey@jeffparish.net	
JP Purchasing	Misty A. Camardelle	504-364-2683	mcamardelle@jeffparish.net	9:27 am
Turner Construction	Don Bruce		Bruce@turnerconstruction.com	9:29 am
Manning, APC	RYAN BERTLEY	504-412-2000	rb@rmaning.xyz	9:29
CM Combs			Front desk CM	9:30
Construction PLC	CAROL SCOTT	985-867-4960	Combs construction.com	
VPG Construction	Eric Turner	205-936-9431	ETurner@Verius Property.com	9:30
MANNING, APC	MARK CLAYTON	504-412-2000	MWC@MANNING.XYZ	9:30
JPR	Gerry "Buz" Constable Jr.	(504) 334-4143	gconstable@jeffparish.net	9:35

PRE-BID CONFERENCE SIGN-IN SHEET

Page 2

BID #: 50-00142374  
 DESCRIPTION: Splash Pad  
 LOCATION: 6600 Airline Drive, Metairie, La. 70003  
 DATE AND TIME: 06/08/2023 @ 10:00AM

COMPANY NAME	COMPANY REPRESENTATIVE	PHONE	EMAIL ADDRESS	SIGN-IN TIME
JPRD	Jarette Carmouche	(504) 296-0039	JCarmouche@jeffparish.net	9:35 AM
TEH Enterprise LLC	Hunter Rodriguez	504-733-9141	hunter@tehnola.com	9:56 AM

Date: June 9, 2023

Manning Architects

Attention: Ryan Bertucci

Project: COVID Memorial Park – Splash Pad

Title: Prior Approvals

### **PRIOR APPROVALS**

The Following Manufacturers Are Approved, Provided the Products Meet the Project Construction Documents.

- Lighting fixture type "F1" 8-OEC-LED-6000L/8000L/10000L-DIM10-MVOLT-35K/40K/50K-85-OCGSS from Elite Lighting is approved.
- Lighting fixture type "W3" VLL-PLD-III-40LED-525MA-40K-UNV-1-(FINISH)-RPA from US Arch & Sun Valley is approved.
- Lighting pole "W3" RNTS-124-11-1-(FINISH) from US Arch & Sun Valley is approved.

Date: June 20, 2023

Manning Architects

Attention: Ryan Bertucci

Project: COVID Memorial Park – Splash Pad

Title: Prior Approvals

### **PRIOR APPROVALS**

The Following Manufacturers Are Approved, Provided the Products Meet the Project Construction Documents.

- Lighting fixture type "F1" 8TSNX-66SL-LW-UNV-L835-CD1-UAYC-CHAIN/SET-U from Metalux is approved.
- Lighting fixture type "W3" GALN-SA2A-740-U-[DIST]-[FINISH] from McGraw-Edison is approved.