

Materials for Parish Road Maintenance for the Vermilion Parish Police Jury

CHAD VALLO
Vice-President

MARK POCHÉ
President

KEITH ROY
Parish Administrator

M E M B E R S

	Dane Hebert District 1	Shane Meaux District 2	
Brent Landry District 3	Ronald Darby District 4	Liz Touchet District 5	Mark Poche' District 6
Roy Keith Meaux District 7	Errol Domingues District 8	Chad Lege District 9	Ronald Menard District 10
Scott Broussard District 11	Dexter Callahan District 12	Brian Hollier District 13	Chad Vallo District 14

Contract Period: July 01, 2024 to December 31, 2024

May 2024



Sellers & Associates, Inc.

ENGINEERS

Lafayette - Abbeville

SURVEYORS

Louisiana

**MATERIALS FOR PARISH ROAD MAINTENANCE
FOR THE
VERMILION PARISH POLICE JURY**

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Notice is hereby given that sealed bids will be received by the Vermilion Parish Police Jury, at 100 North State Street, Suite 200, (Police Jury Meeting Room on the 2nd Floor of the Courthouse), Abbeville, LA 70510, and online at <http://www.centralbidding.com>, until 10:00 a.m., Friday, June 7, 2024, for:

MATERIALS FOR PARISH ROAD MAINTENANCE

Bids received after the above specified time will not be considered. The project will consist of furnishing the following:

- | | |
|--|---|
| 1A. Bituminous Material | 6E. Concrete Pipe Adapters |
| 1B. Aggregates | 6F. Drop Inlets and Grates |
| 2. Surface Course Aggregates | 7. Mosquito Control Chemicals |
| 3. Superpave Asphaltic Mixture (Modified) | 8. Weed Control Chemicals |
| 4. Asphaltic Mixtures for Cold Application | 9. Motor Oil, Hydraulic Oil, and Grease |
| 5. Fill and Select Fill Material | 10. Gasoline and Diesel Fuel |
| 6A. Concrete Storm Drainage Pipe | 11. Tires and Tubes |
| 6B. Steel Storm Drainage Pipe | 12. Roadway Signs |
| 6C. Polypropylene Pipe | 13. Alternative Daily Landfill Cover |
| 6D. Polyethylene Pipe | 14. Scrap Iron |

The length of the contract shall be for a period of six (6) months and will become effective on July 1, 2024, and shall expire on December 31, 2024.

Bidders may download and submit their bid electronically at <https://www.centralbidding.com>. Specifications and forms of the contract documents may be examined and obtained at the office of SELLERS & ASSOCIATES, INC., 148-B Easy St., Lafayette, La., 70506-3095, Telephone Number (337) 232-0777, Office Hours: Monday - Thursday: 7:30 a.m. to 5:30 p.m., and Friday: 8:00 a.m. to 12:00 Noon. Complete Bid Documents are also available in electronic form and may be obtained without charge and without deposit from Sellers & Associates. Plan holders are responsible for their own reproduction costs. Bids must be submitted on the bid form provided within these specifications.

No Bid Bond required. No bidder may withdraw his bid for at least 45-days after the time scheduled for the opening of bids. Each bid shall be submitted only on the bid form provided. Bidders may bid on only one or on any number of items called for in each bid. The Police Jury reserves the right to reject any and all bids. By order of the Police Jury of the Parish of Vermilion.

ATTEST: <u>s/Mark Poché</u>	<u>s/Keith Roy</u>
President	Parish Administrator

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Section I-1

Information for Bidders for Materials and Equipment

INFORMATION FOR BIDDERS FOR MATERIALS/EQUIPMENT

ARTICLE 1 - CONTRACT DOCUMENTS

The Notice to Bidders, the Information for Bidders, the General Conditions, the Detailed Specifications, the Special Conditions, the Bid and Contract Documents, and any published addenda compose the contract documents, which shall also include all properly authorized modifications of said contract documents. The word "bidder" used herein shall be understood to refer to material suppliers/equipment dealerships.

ARTICLE 2 - PRINTED FORM FOR PROPOSAL

Unless the Bidder properly submits the bid forms required electronically through the Owner's approved electronic bid submission service (<http://www.centralbidding.com>), then each bid shall be submitted in a sealed envelope, showing the name, address, and license number (if applicable) of the Bidder and designated as:

Bid for:
**MATERIALS FOR PARISH ROAD MAINTENANCE
FOR THE
VERMILION PARISH POLICE JURY**

Bids must be submitted on the Bid form found in the contract documents. If the bid is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the person authorized to sign. If the bid is made by a corporation, it shall be signed in the corporation name, followed by the signature of the officer authorized to sign, and the printed or typewritten designation of the office he holds in the corporation. All blank spaces in the bid form shall be properly filled in.

ARTICLE 3 - SUBMISSION OF BIDS

Bids will be received only at the place, and until the scheduled closing time, as stated in the Notice to Bidders. It is the sole responsibility of the bidder to see that his bid is received by the designated time. Any bid received after the scheduled closing time for receipt of bids will be returned unopened to the bidder. A conditional or qualified bid will not be accepted. The Bidder may be provided the option to submit bids for public contracts through the Owner's uniform and secure electronic interactive system. See Notice to Bidders for Owner's choice of electronic service. The use of these services will require payment by the Contractor of additional fees to the service provider.

ARTICLE 4 - OPENING OF BIDS

At the time and place set for the opening and reading of bids each and every bid received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud (except those which have been withdrawn in accordance with Article 13, Withdrawal of Bid of this Section I).

ARTICLE 5 - DETERMINATION OF UNIT PRICES

Only unit price bids shall be used as determined in each Proposal Form.

ARTICLE 6 - ALTERATIONS IN BIDS

The bid form invites bids on definite materials. Only the amounts and information requested on the bid form furnished herein will be considered as the bid. Each bidder shall bid upon the materials/equipment exactly as specified and as provided on the bid form.

ARTICLE 7 - ERASURES

The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.

ARTICLE 8 - REJECTION OF BIDS

The Owner reserves the right to reject any or all bids for just cause. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected; any bid in which unit prices are obviously unbalanced may be rejected.

ARTICLE 9 - ACCEPTANCE OF BID

Before the current 6-month contract ends the Owner will act upon them. The acceptance of a bid will be a "shaded bid results tabulation" sent out by a duly authorized representative of the Owner. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided for herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

ARTICLE 10 - TIME FOR EXECUTING CONTRACT

Any bidder whose bid is accepted shall be required to execute the contract before the current 6-month contract ends after notice that the contract has been awarded to him/her. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the bid. The damages to the Owner for such breach shall include loss from interference with Owner's operations, the accurate amount of which will be difficult or impossible to compute.

ARTICLE 11 - QUALIFICATION OF BIDDERS

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to furnish the materials, furnish and service the equipment. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract.

ARTICLE 12 - BID AND PERFORMANCE GUARANTEES

A bid bond, performance bond, and payment bond shall not be required unless otherwise stipulated in the Special Conditions. A Certificate of Insurance shall not be required unless otherwise stipulated in the Detailed Specifications or the Special Conditions.

ARTICLE 13 - WITHDRAWAL OF BIDS

At any time prior to the scheduled closing time for receipt of bids any bidder may withdraw his bids either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefor. After the scheduled closing time for the receipt of bids or before award of contract, no bidder will be permitted to withdraw his bid unless said award is delayed. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of his bid after it has been opened.

ARTICLE 14 - POSTPONEMENT OF DATE FOR RECEIPT AND OPENING OF BIDS

The Owner reserves the right to postpone the date for receipt and opening of bids and will give written or telegraphic notice of any such postponement to all persons to whom specifications have been issued, at any time prior to the scheduled closing time for receipt of bids.

ARTICLE 15 - ADDENDA

Bidders desiring further information or interpretation of the specifications must make written request for such information to the Engineer. Answers to all such request will be given in writing to all bidders, in addendum form, and all addenda will be bound with and made part of the contract documents. No other explanation or interpretation will be considered official or binding. Suppliers requesting approval of a product other than a product specified in the contract documents must submit a written request at least 5-days prior to the bid opening. Should a bidder find discrepancies in or omissions from the specifications or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued prior to 72-hours of the opening of bids, excluding Saturday, Sunday and legal holidays, will be e-mailed, mailed or delivered to each bidder contemplating the submission of a proposal on this material contract. The proposal as submitted by a bidder will be construed as to include any addenda if such are issued by the Engineer prior to 72-hours of the opening of bids (excluding Saturday, Sunday and legal holidays). If the necessity arises to issue an addendum modifying specifications within the 72-hour period (excluding Saturday, Sunday and legal holidays) prior to the advertised time, the opening of bids should be extended exactly 1-week without the requirement of re-advertising.

ARTICLE 16 - EXAMINATION OF THE SPECIFICATIONS

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligations with respect to his proposal or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section I-1.

ARTICLE 17 - CONTRACTOR'S LICENSE

A contractor's license as required under Louisiana's Contractor's Licensing Law R.S. 37:2150-2164 is not applicable to bidding and purchasing of materials/equipment.

ARTICLE 18 - LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Owner shall apply to the contract.

ARTICLE 19 - MATERIAL STANDARDS

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired. Wherever in the specifications or contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. If a supplier wishes to bid on an item other than the specific brand or make shown (with the exception of tires), he must submit technical data with his bid so that an evaluation of the product may be made.

Section II-1

General Conditions
for
Materials and Equipment

GENERAL CONDITIONS FOR MATERIALS AND EQUIPMENT

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

The specifications and addenda, hereinbefore enumerated in the Index, shall form part of this contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

ARTICLE 2 - DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- | | |
|---------------------|--|
| A. BIDDER - | Any individual, firm or corporation submitting a proposal for the equipment specified acting directly or through a duly authorized representative. |
| B. CONTRACTOR - | A person, firm, or corporation with whom the contract is made by the Owner. For equipment bids, the word "Contractor" shall be understood to refer to equipment dealerships. |
| C. ENGINEER - | The firm of Sellers & Associates, Inc., Consulting Engineers, or its authorized representative. |
| D. INSPECTOR - | An authorized representative of the Engineer assigned to make any and all inspection of the work performed and the materials furnished by the Contractor. |
| E. OR EQUAL - | The Engineer shall be the sole judge of the quality and suitability of any proposed substitution. |
| F. OWNER - | The Owner is mentioned as such in the Notice to Bidders. |
| G. SUBCONTRACTOR - | A person, firm or corporation supplying labor and materials or only labor for work at the site of the project, for and under separate contract or agreement with the Contractor. |
| I. WORK - | The furnishing of any and all equipment specified herein along with any other related services specified. |
| J. WRITTEN NOTICE - | Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. |

ARTICLE 3 - AWARD, EXECUTION, AND INTENT OF CONTRACT DOCUMENTS

The award of the contract, if it is awarded, will be to the lowest bidder whose bid item shall comply with all the requirements. The successful bidder will be required to execute the agreement before the 6-month material contract begins (January 1 - June 30 and July 1 - December 31). The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all items of work covered and stipulated in the contract and perform extra work and shall furnish, unless otherwise definitely provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary for the prosecution of the work. Requirements of the Special Conditions or Detailed Specifications shall take precedence over the Specifications and General Conditions and the Engineer shall determine which of the latter two shall take precedence over the other.

ARTICLE 4 - CONTRACTOR'S UNDERSTANDING

It is understood and agreed that by careful examination, the Contractor has satisfied himself as to the nature, location, and risks inherent in the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. All changes or extensions of the delivery time shall be made by written and approved change orders. The material/equipment order shall be started immediately upon execution of the contract and shall be delivered as per schedule. Whenever a variation in the schedule is needed in order to better serve the Owner, the Contractor shall request permission from the Engineer, or his duly appointed representative, to vary the schedule, and upon receipt of written consent he may proceed.

ARTICLE 5 - DELAYS AND EXTENSION OF TIME

If the Contract would be delayed at any time by any act or neglect caused by the Owner or his employees or by any other contractor employed by the Owner or by changes ordered in the specifications, by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the Engineer pending settlement or by any cause which the Engineer shall decide justifies the delay, then the delivery time shall be extended for such reasonable time as the Owner may decide. No such extension shall be made for delay occurring more than 7-calendar days before claim therefor is made in writing to the Owner. In the case of continuing cause of delay, only one claim is necessary. This Article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 6 - ADDITIONAL INSTRUCTIONS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional instructions.

ARTICLE 7 - EXAMINATION OF SPECIFICATIONS

The bidder is required to examine carefully the proposal, specifications, special provisions, and contract form for the material/equipment contemplated, and it will be assumed that he has investigated and satisfied himself as to the conditions to be encountered, as to the character, quality, quantities of work to be performed, materials to be furnished, and as to the requirements of these specifications, special provisions, and the contract.

ARTICLE 8 - MATERIALS, SERVICES, FACILITIES, AND EMPLOYEES

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, and all other services and facilities of every nature whatsoever necessary to execute and complete the work within the specified time. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the work assigned to him. The Contractor shall give preference to local, resident labor, both skilled and unskilled, when available and shall purchase locally all necessary materials which are available at competitive prices.

ARTICLE 9 - PATENTS AND TAXES

The Contractor shall save and hold the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or un-patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents. License and/or royalty fees for the use of a process which are authorized by the Owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, directly by the Contractor. If the Contractor uses any design, device or materials covered by letter, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and hold harmless the Owner of the project from any and all claims of infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner of the cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall pay all federal, state and local taxes due or payable during the time of the contract on materials, equipment, or labor to the proper authorities prior to the final acceptance of work. This amount shall be included in the bid price or as otherwise stated in the detailed specifications, Section IV - Special Conditions, or the Bid Form.

ARTICLE 10 - PROTECTION OF WORK, PROPERTY, AND LIVES

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or, injury. In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor and all subcontractors shall be required to comply with all the applicable safety and health standards promulgated by the Secretary of Labor under Section 107, Part 1585, of the Contract Work Hours and Safety Standards Act, latest edition. These rules and regulations shall take precedence over any other counterparts of these plans and specifications in conflict herewith. For related provisions see Article 23 - Indemnification of these General Conditions.

ARTICLE 11 - CLAIMS FOR EXTRA COST

No claim for extra cost shall be allowed without a written order of the Engineer approved by the Owner.

ARTICLE 12 - CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, and all processes of manufacture shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, and processes of manufacture. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be returned at the Contractor's expense. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

ARTICLE 13 - OWNER'S RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor of his intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10-days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said 10-days, cease and terminate.

ARTICLE 14 - RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped by order of any court or other public authority for a period of 3-months or more, through no act of fault of the Contractor or of anyone employed by him, then the Contractor, upon 10-days written notice to the Owner and Engineer, may stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon plant or materials, and reasonable profit and damages.

ARTICLE 15 - USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work provided such occupancy or use does not substantially impede the Contractor's progress. Such taking possession and use shall not be deemed an acceptance of any work not completed or partially completed in accordance with the contract documents. The Owner shall be responsible for any damages incurred as a direct result of his use of the portion of the work except when such damages occurred as a result of in-completed work or faulty workmanship or materials. The Contractor shall not be responsible for damages incurred by a third party from that portion of the work which the Owner is using, provided that said damage is not a direct result of the Contractor's negligence or did not occur as a result of work not completed by the Contractor.

ARTICLE 16 - ELECTRICAL TRANSMISSION, TELEGRAPH, AND TELEPHONE LINES

The Contractor shall make all necessary or required provisions and shall perform all work required by his operations under the contract and incident to any interference with electrical transmission, telegraph and telephone lines, with their operations, or with the maintenance of traffic or service thereon, all in a manner satisfactory to the Owner or operators thereof and to the Engineer. The cost of providing and maintaining all necessary or required watchmen, signals, guards, temporary structures and other facilities, of making necessary repairs, replacements, or similar operations, if required, shall be paid for by the Contractor.

ARTICLE 17 - GUARANTEE

All material herein specified shall be guaranteed against defects in materials and workmanship for a period of 1-year, unless otherwise noted. The Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said 1-year period, and damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

ARTICLE 18 - ENGINEER'S AUTHORITY

The Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work. The Engineer's estimates and decisions shall be final and conclusive except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract offered in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the specifications where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

ARTICLE 19 - ACCEPTANCE

The acceptance by the Contractor of payment shall be and shall operate as a release to the Owner all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect to the Owner and others relating to or arising out of this work.

ARTICLE 20 - NOTICE AND SERVICE THEREOF

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

ARTICLE 21 - PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the work, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar function in connection with the work, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the work.

ARTICLE 22 - PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times so conduct his work as to insure the least practicable obstruction to traffic. The convenience of the general public, and the protection of persons and property are of prime importance and shall be adequately provided for the Contractor.

ARTICLE 23 - INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone for whose acts directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

Section III

Detailed Specifications

DETAILED SPECIFICATIONS FOR MOSQUITO CONTROL CHEMICALS

ARTICLE 1 - SCOPE OF WORK

Furnish, deliver, and unload F.O.B. to the Vermilion Parish Police Jury, Public Works Building, 2211 Leonie Street, Abbeville, Louisiana, the following mosquito control chemicals.

ARTICLE 2 - MOSQUITO CONTROL CHEMICALS

Chemicals shall meet all EPA specifications for Ground Mosquito Control Applications by Ground ULV Machines and Aerial Applications. They shall also meet all label requirements of the EPA. **Do Not include the MSDS and Product Label Sheets when submitting your bid.**

MALATHION

Chemical containing 96.8-percent technical grade 9.79-pounds per gallon approved label for ultra low volume application for mosquito control. Product must have an Oral LD₅₀ (rat) of 5,550-mg/kg. Price quoted should be per gallon. Chemicals shall be supplied in returnable 265-gallon or similar size totes (55-gallon drum not acceptable).

DIBROM CONCENTRATE

A special formulation for use undiluted or diluted in diesel oil. Chemical containing 87.4-percent Naled and 12.6-percent other ingredients. Product must have an Oral LD₅₀ (rat) of 92/191 mg/kg (male/female). Prices are to be quoted per gallon.

DUET

Chemical containing 1.00-percent Prallethrin, 5.00-percent Sumithrin, 5.00-percent Piperonyl Butoxide, and 89.00-percent Other Ingredients. Prices are to be quoted per gallon.

ULV MOSQUITO MASTER 412

Chemical containing 12.0-percent Chlorpyrifos [0.0-diethyl 0-(3,5,6, -trichloro 2-pyridyl)] phosphorothioate, 4.0-percent Permethrin (3-phenoxyphenyl) methyl (±) cis, trans-3-(2,2-dichlorethenyl) -2,2-dimethyl-cyclopropanecarboxylate, and 84.0-percent other ingredients. For ground and aerial applications. Ready to use solution. Prices are to be quoted per gallon.

FYFANON EW

Contains 40.9-percent Malathion and 59.1-percent other ingredients. For ground applications only. May be used undiluted or diluted with water. Prices are to be quoted per gallon.

BIOMIST 30+30 ULV

Contains 30.0-percent Permethrin (3-Phenoxyphenyl) methyl (+/-) cis, trans-3-(2,2-dichlorethenyl)-2,2-dimethyl cyclopropanecarboxylate, 30.0-percent Piperonyl Butoxide, and 40.0-percent other ingredients. For ground and aerial application. Prices are to be quoted per gallon.

ARTICLE 3 - SPECIAL PROVISION

The supplier shall include with his bid any special provision that should be considered which may affect the intent of this contract.

Section IV

Special Conditions

SPECIAL CONDITIONS

ARTICLE 1 - SCOPE OF WORK

The work to be performed under this contract shall include all labor, plant, materials, equipment, superintendence, and incidentals which may be required for supplying materials of the different types called for.

ARTICLE 2 - SPECIFICATIONS

The material supplies shall conform to the specifications herein which form a part of the contract documents.

ARTICLE 3 - SUPPLY SCHEDULE

Immediately after receipt of the Notification of Award, the Supplier shall be prepared to supply the material called for at a schedule agreed upon by the Owner and the Supplier.

ARTICLE 4 - TESTING

Field testing shall be done by the Engineer and/or by an independent testing laboratory employed by the Owner. Samples of materials to be tested shall be selected by the Owner.

ARTICLE 5 - SAFETY REGULATIONS

The suppliers shall be required to comply with all the applicable safety and health standards promulgated by the Secretary of Labor Standards Act, latest edition. These rules and regulations shall take precedence over any other counterparts of these specifications in conflict therewith.

ARTICLE 6 - INTENT OF CONTRACT

It is the intent of this contract for the suppliers to submit a unit price bid for materials called for in the Bid Form.

ARTICLE 7 - LENGTH OF CONTRACT

The term of this contract shall expire on the date specified in the Notice to Bidders and on the Bid Form.

ARTICLE 8 - CONTRACT AWARDING

Contracts will be awarded to the lowest bonafide bid submitted for each item in each bid on the bid form. Prices shall include all labor and materials required to cover the cost of the items bid. Proposed price increases or other types of adjustments to the unit prices will not be considered.

ARTICLE 9 - APPLICABLE TAXES

Applicable **taxes shall not be included** in the unit price bid for the items in the bid form. These taxes will be added to the unit price bids at the time of billing.

ARTICLE 10 - UNIT OF MATERIALS

All items shall be bid for the unit shown on the bid form.

ARTICLE 11 - REGISTRATION REQUIREMENT

All suppliers must be registered with the State of Louisiana Sales Tax Office and are responsible for state taxes due on each purchase.

ARTICLE 12 - PREFERENCE FOR LOUISIANA PRODUCTS

If a supplier claims preference for "Louisiana Products" consisting of materials, supplies or equipment manufactured, processed, produced, or assembled in Louisiana [A(2)], they must meet the following conditions (R.S. 38:2251, Reenacted by Acts 2000, 1st Ex. Sess., No. 123, §3, eff., if the provisions of Section 1 of Act 123 are held invalid by a court):

- H. Each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, or equipment under the provisions of this Chapter may purchase materials, supplies, or equipment, which are Louisiana products, as defined in Paragraph (A)(2) of this Section, and which are equal in quality to other materials, supplies, or equipment, provided that all of the following conditions are met:
- (1) The cost of the Louisiana products does not exceed the cost of other materials, supplies, or equipment which are manufactured, processed, produced, or assembled outside the state by more than 10-percent.
 - (2) The vendor of Louisiana products agrees to sell the products at the same price as the lowest bid offered on such products.
 - (3) In cases where more than one bidder offers Louisiana products which are within 10-percent of the lowest bid, the bidder offering the lowest bid on Louisiana products is entitled to accept the price of the lowest bid made on such products.
- J. Notwithstanding any other provision of this Section to the contrary, such preferences shall only apply to bidders whose Louisiana business workforce is comprised of a minimum 50-percent Louisiana residents.

The Vermilion Parish Police Jury will offer preference for Louisiana products only if the *supplier submits written documentation* that the products comply with Louisiana Revised Statute R.S. 38:2251 to support such claims. Claims must be submitted at the time of bid. No claims will be accepted after bids have been received.

Section V

Bid Forms

BID FORM

NOTE TO ALL BIDDERS: WHEN SUBMITTING YOUR BID, PLEASE TURN IN ONLY THE FOLLOWING ITEMS:

- 1. FIRST PAGE OF SECTION V.**
- 2. PROPOSAL(S) THAT YOU ARE BIDDING ON (PLEASE DO NOT RETURN THE ENTIRE SPECIFICATION SET).**
- 3. LAST PAGE OF SECTION V.**
- 4. ANY REQUIRED INFORMATION REQUESTED BY THE DETAILED SPECIFICATIONS AND/OR PROPOSAL(S) YOU ARE BIDDING ON.**

THANK YOU.

DATE 05/30/2024

VERMILION PARISH POLICE JURY

Courthouse Building
100 North State Street

Suite 200

Abbeville, Louisiana 70510

OR

On-Line at www.centralbidding.com

Gentlemen:

In compliance with your invitation for the supplying of "Materials for Parish Road Maintenance" F.O.B. Vermilion Parish/Pick-Up by Parish Truck, having examined the specifications with related documents and being familiar with all of the conditions surrounding the supplying of the material called for including the availability of materials and labor, the undersigned hereby proposes to furnish all materials and supplies, in accordance with the contract documents, within the time agreed upon and at the prices stated below. These prices are to cover all costs incurred in performing the work required under the contract documents of which this Proposal is a part.

Bidder acknowledges receipt of the following addenda: _____ None

The undersigned bidder agrees to furnish all material described in the specifications for the following unit prices for a period beginning July 1, 2024 through December 31, 2024.

BID PROPOSAL NUMBER 7 — MOSQUITO CONTROL CHEMICALS		
ITEM NO.	DESCRIPTION & UNIT	UNIT PRICE F.O.B. VERMILION PARISH
1.	Malathion or equal, per gallon, Fyfanon ULV (tote spec specified)	\$ \$84.98/gl (260 gl tote)
2.	Dibrom Concentrate or equal, per gallon,	\$281.54/gl (1-3 30 gl drums) \$277.51/gl (4-87 30 gl drums) \$276.17/gl (88+ 30 gl drums)
3.	Duet or equal, per gallon,	\$ No Bid
4.	ULV Mosquito Master 412 or equal, per gallon,	\$ No Bid
5.	Fyfanon EW or equal, per gallon,	\$74.32/gl (2.5 gl jug) \$70.32/gl (50 gl drum)
6.	Biomist 30+30 ULV or equal, per gallon, PermaSease 30-30	\$ \$84.99/gl 2x2.5 gl case; 30 gl drum, 275 gl tote
* ALL MOSQUITO CONTROL CHEMICALS MUST BE READY-BLENDED, NO MIXING OF CHEMICALS TO BE PERFORMED BY THE VERMILION PARISH POLICE JURY TO ACQUIRE THE FINISHED PRODUCT SHOWN IS ALLOWED.		
Follow Instructions Presented in Article 12 of Section IV and Indicate with an Asterisk <i>Each</i> 10% Preference Item Claimed		
Do Not include MSDS and Label Sheets with the bid.		

Section VI

Sample Certificate of Insurance and Agreement

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: VERMILION PARISH POLICE JURY, 100 North State Street, Abbeville, LA 70510

That the following described policies in at least the face amounts shown below have been issued to:

Name of Insured:
Address of Insured:

*Please see attached for our Certificate of Insurance

Effective for the policy periods shown within the State of **LOUISIANA**.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS, OR ALTERS THE COVERAGE AFFORDED BY POLICIES SHOWN BELOW. (CHECK APPLICABLE COVERAGES):

TYPE OF POLICY AND COVERAGE	COMPANY	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY MINIMUM LIABILITY LIMITS, UNLESS OTHERWISE REQUIRED BY CONTRACT
I. <input type="checkbox"/> STANDARD WORKER'S COMPENSATION EMPLOYER'S LIABILITY				
				STATUTORY
TYPE OF POLICY AND COVERAGE	COMPANY	POLICY NUMBER	POLICY PERIOD	LIABILITY IN THOUSANDS
II. <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY				EACH OCCURRENCE
a. <input type="checkbox"/> Premises Operations				
b. <input type="checkbox"/> Contractor's Protective Liability				
c. <input type="checkbox"/> Products-Completed Operations				
d. <input type="checkbox"/> Contractual Liability				
e. <input type="checkbox"/> Broad Form Property Damage				
				LIABILITY IN THOUSANDS
POLICY DOES <input type="checkbox"/> DOES NOT <input type="checkbox"/> PROVIDE COVERAGE FOR UNDERGROUND EXPLOSION AND COLLAPSE HAZARD.				
TYPE OF POLICY AND COVERAGE	COMPANY	POLICY NUMBER	POLICY PERIOD	LIABILITY IN THOUSANDS
III. <input type="checkbox"/> BUSINESS AUTO POLICY				
a. <input type="checkbox"/> Any Auto				
b. <input type="checkbox"/> Owned				
c. <input type="checkbox"/> Non-Owned				
d. <input type="checkbox"/> Hired				
				LIABILITY IN THOUSANDS
IV. <input type="checkbox"/> UMBRELLA LIABILITY				
NOTE: Lower primary limits will be accepted if Umbrella Liability Coverage is provided with limits of at least \$500,000 in excess of primary coverage shown in this certificate.				
V. <input type="checkbox"/> The Owner, its officials, employees and volunteers are named on all liability policies described above as additional insureds.				
VI. <input type="checkbox"/> Coverage afforded the Owner, its officials, employees and volunteers as an insured applies as primary and not excess or contributing to any other insurance issued in the name of the Owner.				
VII. <input type="checkbox"/> Waiver of subrogation from Workers' Compensation Insurer.				
IN THE EVENT OF CANCELLATION OF THE POLICY OR POLICIES OR MATERIAL CHANGES IN SUCH POLICIES, THE CERTIFICATE HOLDER SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR CHANGE AT THE ADDRESS STATED ABOVE BEFORE SUCH CANCELLATION OR CHANGE IS EFFECTIVE AGAINST THE CERTIFICATE HOLDER.				
<div style="text-align: right;"> AUTHORIZED REPRESENTATIVE ADDRESS TELEPHONE NUMBER </div>				

AGREEMENT

ADAPCO, LLC

Company Name

does hereby enter into a contract with the Vermilion Parish Police Jury and agrees to the terms of the contract as stated above and in the specifications and contract documents for the "Materials for Parish Road Maintenance" for the Vermilion Parish Police Jury.

The undersigned agrees to furnish all awarded material described in the specifications for the unit prices for a period beginning July 1, 2024 and ending December 31, 2024.

State of Louisiana Sales Tax Certification No. 6274658-001-400

AND/OR

W-9 Request for Taxpayer Identification Number and Certification 59-2474523



Signature and Title Andy Pierce, Sr. VP of Sales

AGREEMENT Not applicable
SCRAP IRON AND WHITE GOODS ONLY

Company Name

does hereby enter into a contract with the Vermilion Parish Police Jury and agrees to the terms of the contract as stated above and in the specifications and contract documents for the "Materials for Parish Road Maintenance" for the Vermilion Parish Police Jury.

The undersigned agrees to PURCHASE all awarded material described in the specifications and at the price specified in Bid Proposal No. 14 - Scrap Iron and White Goods, for a period from July 1, 2024 through December 31, 2024.

State of Louisiana Sales Tax Certification No. _____

AND/OR

W-9 Request for Taxpayer Identification Number and Certification _____

Signature and Title

