Project Number: 22-21613

REQUEST FOR BIDS BEAUREGARD PARISH JAIL CONSTRUCTION OF PARISH ANIMAL KENNELADDUMDUM 1

July 27, 2022

Addendum 1

1. Cover Page – REQUEST FOR BIDS

Bids Due on Tuesday, August 8, 2022, was amended to Tuesday, August 9, 2022.

2. Page 4 of 23

Paragraph containing THE BID:

"All cost and price information submitted by the Bidder will remain irrevocable for a period of **120** days from the date of submittal."

Was Amended to:

"All cost and price information submitted by the Bidder will remain irrevocable for a period of 90 days from the date of submittal."

3. Page 4 of 23

The following paragraph:

"The PARISH reserves the right to accept or reject any or all BIDS, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the PARISH, or to award a contract to the next most qualified bidder if a successful bidder does not execute a contract within **forty-eight (48)** hours after approval of the selection by the PARISH. The PARISH has the right, to cancel a solicitation at any time prior to approval of the award by the PARISH."

Was Amended to:

"The PARISH reserves the right to accept or reject any or all BIDS, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the PARISH, or to award a contract to the next most qualified bidder if a successful bidder does not execute a contract within seven (7) days after approval of the selection by the PARISH. The PARISH has the right, to cancel a solicitation at any time prior to approval of the award by the PARISH."

4. Page 5 of 23

The following paragraph:

In the event the Parish decides to award a contract pursuant to this request, Bidder shall execute the agreement attached within **forty-eight (48) hours**. Parish intends to award a contract to the Bidder whose bid is, in the sole discretion of Parish, most advantageous to Parish, price and other factors considered. Parish reserves the right to award a contract to other than the lowest priced bidder.

Amended to:

"In the event the Parish decides to award a contract pursuant to this request, Bidder shall execute the agreement attached within seven (7) days. Parish intends to award a contract to the Bidder

Project Number: 22-21613

whose bid is, in the sole discretion of Parish, most advantageous to Parish, price and other factors considered. Parish reserves the right to award a contract to other than the lowest priced bidder."

5. Page 20 of 26 – Construction Contract

The following paragraph:

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services for the **jail cell door replacements** as defined in the Scope of Services, for the Total Base Bid as set forth in the Uniform Public Works Bid Form attached hereto and incorporated herein by reference; and

Was Amended to:

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services for the **Construction of Parish Animal Kennel** as defined in the Scope of Services, for the Total Base Bid as set forth in the Uniform Public Works Bid Form attached hereto and incorporated herein by reference; and

REQUEST FOR BIDS

BEAUREGARD PARISH JAIL

CONSTRUCTION OF PARISH ANIMAL KENNEL

BEAUREGARD PARISH POLICE JURY DERIDDER, LOUISIANA

Project Number: 22-21613

Issue Date: July 15, 2022



Mike Harper, District 3D, President Kelly Bailey, District 5, Vice President Wayne Reeves, District 1 Jeffery Meadows, District 2 Shanel Handy, District 3A

Bryan McReynolds, Parish Administrator

Eddie Ware, District 3B Chuck Montgomery, District 3C Jerry Shirley, District 3E John Stebbins, District 4A Ronnie Jackson, District 4B

Bids Due on Tuesday, August 9, 2022

No later than 9:00 o'clock a.m. local time

See Instructions to Bidder

INSTRUCTIONS TO BIDDERS:

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE PARISH JAIL

1:00 PM on Wednesday, July 27, 2022, at 412 Bolivar Bishop Drive, DeRidder, LA 70634.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **General Contractor**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. **Bidder must show qualifications identified in Section II. Scope of Work**

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity. When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The Parish shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

THE BID

Bids must be submitted in the format outlined in this Request for Bids (RFB) and should be a complete response to this request. This BID format is mandatory. The bid must be typed or written in ink and must be signed in ink by an officer authorized to make a binding commitment for the company making the bid. Signatures are required where indicated; failure to do so may be cause for rejection of a bid. All cost and price information submitted by the Bidder will remain irrevocable for a period of 90 days from the date of submittal.

*** Late bids will not be considered nor accepted. ***

Offers by telephone will not be accepted. Also, bidders are instructed NOT to fax their bid. Faxed bids shall be rejected as non-responsive regardless of when the fax is received. The time and date for receipt of bids will be scrupulously observed.

No oral interpretation of this Request for Bid shall be considered binding. The Parish shall be bound by information and statements only when such statements are written and executed under the provisions provided in this document.

The PARISH reserves the right to accept or reject any or all BIDS, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the PARISH, or to award a contract to the next most qualified bidder if a successful bidder does not execute a contract within **seven (7) days** after approval of the selection by the PARISH. The PARISH has the right, to cancel a solicitation at any time prior to approval of the award by the PARISH.

The PARISH reserves the right to request clarification of information submitted and to request additional information of one or more BIDS.

Any BID may be withdrawn until the date and time set above for the submission of the bids.

Any BID not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the PARISH the services set forth in this Request for BIDS, or until one or more of the BIDS have been awarded.

Costs of preparation of a response to this request for bids are solely those of the bidders. The PARISH assumes no responsibility for any such costs incurred by the bidder. The bidder also agrees that the PARISH bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFB. The PARISH shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the PARISH, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

In the event the Parish decides to award a contract pursuant to this request, Bidder shall execute the agreement attached within seven (7) days. Parish intends to award a contract to the Bidder whose bid is, in the sole discretion of Parish, most advantageous to Parish, price and other factors considered. Parish reserves the right to award a contract to other than the lowest priced bidder.

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STATE OF LOUISIANA

CONSTRUCTION CONTRACT

This contract (this "Contract") is made and entered into on the	day of	, 2022, by and
between the Beauregard Parish Police Jury (the "Owner")	and	<u> </u>
("Contractor") authorized to transact business in the State	of Louisiana (the	"State") and shall begin
from the Notice To Proceed issued by the Owner and shall	not extend for mor	e than 120-days without
authorization from the Owner and agreement of the parties.		•

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services for the Construction of Parish Animal Kennel as defined in the Scope of Services, for the Total Base Bid as set forth in the Uniform Public Works Bid Form attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper management and completion of the services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services are provided in a professional manner;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- 1. The Request for BID BEAUREGARD PARISH ANIMAL KENNEL
- 2. This Contract,
- 3. All Exhibits, including Scope of Services and Contractor's Bid Price,
- 4. Public Notice and Advertisement of Bid,
- 5. Uniform Public Works Bid Form
- 6. Contractor's Qualifications,
- 7. General Conditions,
- 8. Contractor's Bonds and Certificates of Insurance,
- 9. Notice of Award.
- 10. Notice to Proceed, and
- 11. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract and RFB including Scope of Services and Contractor's Bid, duly authorized Change Orders, General Conditions, Notices, Bonds, and Contractor's Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

REQUEST FOR BIDS

BEAUREGARD PARISH JAIL

CONSTRUCTION OF PARISH ANIMAL KENNEL

BEAUREGARD PARISH POLICE JURY DERIDDER, LOUISIANA

Project Number: 22-21613

Issue Date: July 15, 2022



Mike Harper, District 3D, President Kelly Bailey, District 5, Vice President Wayne Reeves, District 1 Jeffery Meadows, District 2 Shanel Handy, District 3A

Bryan McReynolds, Parish Administrator

Eddie Ware, District 3B Chuck Montgomery, District 3C Jerry Shirley, District 3E John Stebbins, District 4A Ronnie Jackson, District 4B

Bids Due on Tuesday, August 8, 2022 No later than 9:00 o'clock a.m. local time

See Instructions to Bidder

The Beauregard Parish Police Jury is seeking an experienced and qualified General Contractor to provide services for construction of a Parish Animal Kennel. The Beauregard Parish Police Jury does hereby solicit Requests for BIDS and will open same on:

- 1. Tuesday, August 9, 2022.
- 2. At the Beauregard Parish Police Jury Office, 201 W. 2nd Street, DeRidder Louisiana, at 9:30 o'clock a.m. <u>BIDS</u> will be accepted through 9:00 o'clock a.m. <u>local time on Tuesday</u>, <u>August 9</u>, 2022.
- 3. For the following item(s): **Construction of Parish Animal Kennel**
- 4. All proposals must be submitted on forms or in the manner contained in the BID packet, which may be obtained by contacting the Beauregard Parish Police Jury Administrative Office, located at 201 W. 2ND Street, DeRidder LA, or by calling (337) 463-7019, electronically at www.centralbidding.com or on the parish website at:

https://www.beauparish.org/4DAction/web_Send_PDF?DocID_s=0021613

- 5. Official action may be taken within twenty-four (24) hours by the Beauregard Parish Police Jury.
- 6. Proposal Submission:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit their **Parish Animal Kennel** bids to Bryan McReynolds, Parish Administrator, by one of the following methods:

a) Physical Delivery by sealed and signed envelope marked **Parish Animal Kennel**:

By Tuesday, August 9, 2022, at 9:00 o'clock a.m. local time addressed to:
Beauregard Parish Police Jury
201 W 2nd Street
DeRidder LA 70634

b) Online:

By Tuesday, August 9, 2022, at 9:00 o'clock a.m. local time at https://www.centralauctionhouse.com/

/s/ Bryan McReynolds Parish Administrator

PUBLISH: Beauregard Daily News 7/15/2022, 7/22/2022, 7/29/2022

Parish Website - 7/15/2022 to 8/9/2022

Central Auction House – 7/15/2022 to 8/9/2022

Project Number: 21-21613

Communications

Questions regarding this bid shall be directed to the Facilities Manager by 3:00 o'clock p.m. local time on Monday August 1, 2022.

BJ Warden, Facilities Manager 201 W. 2nd Street DeRidder, LA 70634 Cell Phone: 337-226-8079

E-mail: bwarden@beauparish.org

All bids shall be accompanied by bid bond in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance Bond and Payment Bond for the full value of the base bid.

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INSTRUCTIONS TO BIDDERS:

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1:00 PM on Wednesday, July 27, 2022, at 412 Bolivar Bishop Drive, DeRidder, LA 70634.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **General Contractor**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. **Bidder must show qualifications identified in Section II. Scope of Work**

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity. When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The Parish shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

THE BID

Bids must be submitted in the format outlined in this Request for Bids (RFB) and should be a complete response to this request. This BID format is mandatory. The bid must be typed or written in ink and must be signed in ink by an officer authorized to make a binding commitment for the company making the bid. Signatures are required where indicated; failure to do so may be cause for rejection of a bid. All cost and price information submitted by the Bidder will remain irrevocable for a period of 120 days from the date of submittal.

*** Late bids will not be considered nor accepted. ***

Offers by telephone will not be accepted. Also, bidders are instructed NOT to fax their bid. Faxed bids shall be rejected as non-responsive regardless of when the fax is received. The time and date for receipt of bids will be scrupulously observed.

No oral interpretation of this Request for Bid shall be considered binding. The Parish shall be bound by information and statements only when such statements are written and executed under the provisions provided in this document.

The PARISH reserves the right to accept or reject any or all BIDS, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the PARISH, or to award a contract to the next most qualified bidder if a successful bidder does not execute a contract within forty-eight (48) hours after approval of the selection by the PARISH. The PARISH has the right, to cancel a solicitation at any time prior to approval of the award by the PARISH.

The PARISH reserves the right to request clarification of information submitted and to request additional information of one or more BIDS.

Any BID may be withdrawn until the date and time set above for the submission of the bids.

Any BID not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the PARISH the services set forth in this Request for BIDS, or until one or more of the BIDS have been awarded.

Costs of preparation of a response to this request for bids are solely those of the bidders. The PARISH assumes no responsibility for any such costs incurred by the bidder. The bidder also agrees that the PARISH bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFB. The PARISH shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the PARISH, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

In the event the Parish decides to award a contract pursuant to this request, Bidder shall execute the agreement attached within forty-eight (48) hours. Parish intends to award a contract to the Bidder whose bid is, in the sole discretion of Parish, most advantageous to Parish, price and other factors considered. Parish reserves the right to award a contract to other than the lowest priced bidder.

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SECTION I. GENERAL CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents consist of this RFB, the Notice to Bidders, Information for Bidders, General Conditions, Detailed Specifications, Louisiana Uniform Public Work Bid Form, Bid Security, Contract Form, Attestation Affidavit, E-Verify Form, Insurance Certificate, Addenda, including all properly authorized modifications thereof incorporated in the documents before their execution and all properly authorized modifications made subsequent thereto.

ARTICLE 2 - EXECUTION AND INTENT OF CONTRACT DOCUMENTS

The successful Bidder will be required to execute the contract with the Parish within seven (7) days (unless an extension of time is granted by the Parish after receipt of "Notice of Award.")

The intent is to prescribe a complete service which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all items of service covered and stipulated in the contract and perform extra service and shall furnish, unless otherwise specifically provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, etc., necessary for the prosecution of the work.

Any items omitted from the specifications which, in accordance with good standard service practices, are necessary for a complete service shall be included as though such items were set out in the contract documents.

ARTICLE 3 - BIDDER'S UNDERSTANDING

By submitting a BID, the Bidder stipulates, acknowledges, and agrees that by careful examination, and has satisfied themselves as to the nature, location and risks inherent in the service, the conformation of the service area, the character of the equipment and facility needed preliminary to and during the prosecution of the service, the general and local conditions, and all other matters which can in any way affect the service to be performed under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Parish, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The Bidder is required to carefully examine the service area, presented in the drawings in **Section IV** - **Drawings**, as well as the bid request, specifications, special provisions and contract and bond form for the work contemplated. By submitting a BID, the Bidder stipulates and agrees that they have investigated and satisfied themselves as to the conditions to be encountered, as to the character, quality, and quantities of service to be performed and as to the requirements of these specifications, special provisions, and the contract. Bidder further agrees that if the BID is accepted, they will provide all necessary machinery, tools, apparatus, and other means and will perform and complete the service required in the contract, in the manner prescribed in the contract, and in accordance with all requirements therein set forth; and agrees to accept as full compensation therefore, the prices provided in the Louisiana Uniform Public Works Bid Form.

ARTICLE 4 - PROTECTION OF PROPERTY AND LIVES

The Contractor shall always safely guard the Parish's property from injury or loss in connection with this contract. They shall, always, safely guard and protect adjacent property from damage. The Contractor shall repair and/or replace any such damage, loss, or injury. The Contractor and all subcontractors shall be required to comply with all the applicable local, state, and federal safety and health standards.

ARTICLE 5 - SUPERVISION BY CONTRACTOR

The Contractor shall be responsible for supervision of all employees and personnel required for the contract.

ARTICLE 6 - PUBLIC CONVENIENCE AND SAFETY

The Contractor shall always use due diligence to avoid causing unreasonable obstructions to traffic while performing the work contemplated under the contract. The convenience of the general public, the residents along and adjacent to the routes, and the protection of persons and property are of prime importance and shall be adequately provided for by the Contractor.

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including all lawful police, health, sanitary, and other regulations imposed by public bodies having jurisdiction during the term of the contract; provided, however, that the terms and conditions of the contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Parish on the subject.

ARTICLE 7 - INDEMNIITY

The Contractor shall indemnify the Parish against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Parish shall notify the Contractor immediately. The Contractor at its option shall have the right to defend or contest any such claim or demand in the name of the Parish. The Parish shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Parish has been required by order of any court to pay any sum arising from the subject matter of the suit.

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement that the Contractor will not discriminate in the rendering of services to and/or the employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

ARTICLE 9 - EFFECTIVE DATE

The Contractor shall begin work on the date of the Notice to Proceed unless a reasonable extension is granted by the Parish.

ARTICLE 10 - COMPLIANCE WITH OSHA

The Contractor shall comply with all Federal Occupational, Safety and Health Administration (OSHA) standards, rules, and regulations.

ARTICLE 11 - LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all fees and taxes required by the Parish or any other governmental agency relative to the services provided in effect on the effective date of the contract. All other taxes or fees imposed by the Parish or any other governmental agency after the effective date of the contract shall be passed on to the Parish.

ARTICLE 12 - INSURANCE

The Contractor shall not commence work under this contract until they have obtained all insurance required by this Article and until such insurance has been approved by the Owner, with an insurance company satisfactory to the Owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required has been obtained and submitted. Proper certificates showing such insurance is in effect shall be furnished to the Owner prior to execution of the contract, which certificates shall incorporate a provision that no cancellation or change in such insurance shall be effected for any cause without 30-days written notice being given to the Owner.

The Contractor shall affect and maintain until completion and acceptance of the work, insurance as follows:

I. Standard Workmen's Compensation

Full statutory liability for State of Louisiana with Employer's Liability Coverage of \$100,000 minimum per occurrence.

II. Comprehensive General Liability Insurance

Coverage for Premises Operations, Independent Contractors, Products - Completed Operations, Contractual Liability, and Broad Form Property Damage under this policy must be provided on an "occurrence" basis and not on a "claims made" basis. All comprehensive general liability insurance shall be for the following minimum insurance amounts:

	Minimum Insurance		
Contract Amount	Bodily Injury	Property Damage	
Up To \$1,000,000	\$ 1,000,000	\$ 1,000,000	
From \$1,000,001 to \$2,000,000	\$ 2,000,000	\$ 2,000,000	
Over \$2,000,000	\$ 5,000,000	\$ 5,000,000	

Explosion, Collapse, and Underground Coverage (This coverage can be waived by Owner if project does not require same.)

III. Business Auto Policy

Coverage for Any Auto, Owned Vehicle, Non-Owned Vehicle, and Hired Vehicle under this policy must be provided. All business auto policy insurance shall be for the following minimum insurance amounts:

	Minimum Insurance		
Initial Contract Amount	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage Per Accident
Up To \$500,000	\$ 500,000	\$ 500,000	\$ 500,000
From \$500,001 To \$1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
From \$1,000,001 to \$2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000

	Minimum Insurance		
Initial Contract Amount	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage Per Accident
Over \$2,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000

If coverage for "Any Auto" is carried, then coverages for Owned Vehicle, Non-Owned Vehicle, and Hired Vehicle will not be required. If the Contractor does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II, and III above, Contractors may fulfill requirements by securing "Umbrella Liability Insurance" coverage, provided, that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II, and III above.

V. Beauregard Parish Police Jury as an Additional Insured

The Parish, its officials, employees, and volunteers must be named on all liability policies described above as additional insureds.

VI. Waiver of Subrogation

Contractors must obtain a "Waiver of Subrogation" from all insurance carriers providing coverage under Sections I, II, III, and IV in this Article for any and all claims which could be asserted against the Parish, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

VII. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Parish reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Parish, provided that the Parish shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

ARTICLE 13 - TRANSFERABILITY OF CONTRACT

No assignment of the contract of any right occurring hereunder shall be made in whole or in part by the Contractor, except to an entity affiliated with the Contractor, without the express prior written consent of the Parish, which connect shall not be unreasonably withheld. An entity affiliated with the Contractor shall include any entity owning at least twenty-five (25%) percent interest. In the event of any assignment permitted hereunder, the assignee shall assume the liability of the Contractor pursuant to this Contract.

ARTICLE 14 – TERMINATION FOR JUST CAUSE

In the event that any of the provisions of this contract are violated by the Contractor, or by any of their subcontractors, the Owner may serve written notice upon the Contractor and the surety of their 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. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30 days

from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and their surety shall be liable to Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site for the work and necessary therefore.

ARTICLE 15 - TERMINATION FOR CONVENIENCE

The State and Owner may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

ARTICLE 16 - ADDITIONAL SERVICES PROVIDED AT NO COST

- 1. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Work contained herein shall be made by the Contractor.
- 2. Reporting and Documentation: The Contractor shall provide and submit to the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by the PARISH, FEMA, or the state emergency management agency for reimbursement of costs (if applicable). In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in Mosquito Control Services and the related regulatory agencies' requirements. No amount of work is guaranteed under this contract. Multiple Contracts may be awarded for work occurring from any event. The amount due to Contractor will be based on the actual services provided per the unit rates included in the contract.

ARTICLE 17 – COMPENSATION FOR SERVICES AND PAYMENT TERMS

The CONTRACTOR shall submit to the OWNER an invoice and statement for its completed services including all the work performed.

OWNER shall not be responsible for any payment to CONTRACTOR for any additional services or expenses not specifically included in the contract except upon execution of an amendment to this contract in writing by both OWNER and CONTRACTOR. OWNER and CONTRACTOR shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

Payment of CONTRACTOR by OWNER is not contingent upon the OWNER being reimbursed by any private insurance company, local, state, or federal government agency. Payment to CONTRACTOR will be made for all work directed by the OWNER.

Each individual invoice shall be due and payable forty-five (45) days after receipt of invoice. After validation, all invoices shall be delivered to:

Beauregard Parish Police Jury 201 W 2nd Street DeRidder, LA 70634

For both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final or last billing to the OWNER. This certifies that all services have been properly performed and all charges and costs have been invoiced to the OWNER

ARTICLE 18 – DEFAULT

With the exception of the payment of any money due to the Contractor, in the event either party shall fail to do or to refrain from doing any obligation required by such party under this agreement, then in such event the non-defaulting party shall notify the defaulting party in writing of the alleged breach(s), giving the specifics as to the alleged breach(s) and referencing the particular provision(s) of this agreement which have allegedly been violated. The defaulting party shall have 10 days from receipt of such notice to object to the allegations and/or advise the non-defaulting party in writing of the time frame and steps which the defaulting party agrees to undertake to cure any such default(s). Such curative plan of action shall be in writing and personally served upon the Parish President. So long as the defaulting party has cured all defaults within 30 days from the date the defaulting party has sent its curative plan to the non-defaulting party, then the defaulting party shall be deemed to be in compliance with this agreement.

ARTICLE 19 – HOLD HARMLESS

Contractor agrees to hold the PARISH free and harmless from loss from each and every claim and damage of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Contractor, its agents, servants, and employees, and for all loss and damage by reason of such acts or omissions.

ARTICLE 20 – LICENSES

Contractor shall at all times during the term of this agreement maintain all such necessary state and/or federal licenses and/or permits required for the services provided as defined in SECTION II. SCOPE OF WORK.

ARTICLE 21 – CONTRACT TIMES: DAYS

The Work will be complete and ready for final payment as determined in the Notice to Proceed.

ARTICLE 21 – LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, liquidated damages shall be assessed in the amount of \$500.00 per day.

SECTION II. SCOPE OF WORK

Animal Control Facility 412 Bolivar Bishop Dr DeRidder, LA 70634

Contractors will need to provide the following:

- 1. Louisiana Contractors License Number.
- 2. Engineered stamp drawing or signed letter from metal building company that shows proper documentation of wind load and rating of 150 mph.

Metal Building Requirements

- The parish will dig out the existing soil and bring in proper base and bring to grade. Contractor will need to provide proper dirt pad needed for concrete.
- Building dimensions will be 40' x 70'.
- Sheeting to be STD 26-gauge color "PBR" panels (Solar White roof and Ash Gray walls with STD 26-gauge color eave trim.
- Gutters and downspouts will need to be a option in the quote. For if the owner decides to proceed with them.
- Red iron frame building bolt together not welded.
- Anchor bolts will need to be included in the quote.
- Three (3) 10'-0 x 8'-0 roll up doors that will need to be located on the east and west side of the kennel section of the building and on the back side of the building. Each door will be rolled up by hand.
- Each roll up door will require a hollow metal walk-through 3'-7' door to be placed on the side of each roll up door with push bar exit hardware and commercial lever hardware on the outside of door. Each door will need to have a window in them. All doors will need to be keyed the same.
- A double hollow metal door will need to be placed as front entrance to building, doors will need to be equipped with push bar exit hardware on the inside and commercial lever hardware on the outside. Both doors will require a window in them.
- There will need to be a total of six (6) windows installed on the front of building and the sides. 4 windows will need to be installed along the front and one window on west side and one window on east side.
- Included in this will need to be a 12' x 20' canopy to be placed off the west side of the building above the west side roll up door.
- A canopy above the front door will also need to be installed above front doors. Canopy will be 5' deep x 6'-4" wide.

All doors and windows will be provided by contractor and installed by contractor.

Concrete Foundation

- Concrete slab will need to be poured for metal building to be erected on. Proper rebar slab will need to be erected with proper footings for red iron frame to sit on.
- Four trough drains will need to be installed in the 50' x 40' area where kennels will be placed (see drawing for exact location). Each drain will need to slope to the back of the building and connected with piping that will tie into the new septic system on east side of building. Grating will be placed on top for foot traffic.
- A 12' x 20' concrete slab will need to be poured underneath the canopy on west side of building.
- Pour an 8' x 20' concrete apron in front of building maintaining same thickness.
- The walkthrough doors located on east side of the building will require a small concrete area
- See drawing for the front area of the building concrete.
- Two handicap parking spots will need to be poured in front of building and with this will need to be a ADA compatible concrete ramp from the parking spot to the front door equipped with metal handrails. Parking spot will need to be painted by contractor.
- In the front area of the building will be a bathroom with a toilet and a sink. A rough in connection will need to be placed before pouring concrete to ensure tie in afterwards.
- The storage room beside the bathroom will need to have a drain placed in the middle of the room and a washer drainpipe will be placed and tied into sewer line in bathroom.
- Water connection will need to be ran to storage room and can be put through the wall and will not need to be stubbed through concrete

All plumbing connections will need to be stubbed out to the east side of building for sewer system tie in points.

Interior Modifications – Office area

- Insulation for kennel area that is all open will need to be quoted as two options:
 - o Insulate all metal open walls with proper fiberglass insulation and tape seams for proper seal.
 - o Spray foams all metal open walls with 2-pound spray in insulation.
- All interior walls will need to be constructed with metal studs. See drawings for exact wall
 measurements.
- Insulate all exterior walls and interior wall that is separating kennels from office area with proper fiberglass insulation.
- Install a hollow metal double door going from office area to kennels. These doors will need to swing towards the kennels and have push bar door hardware and commercial lever doorknobs. These 2 doors will need to be equipped with windows.
- The wall in the office will need to be equipped with 2 windows. See drawings for proper location.
- The front office, operation office, storage room, and bathroom walls will be constructed of drywall. The side of the interior wall inside the kennel area will not get drywall. Drywall will be taped, floated, textured, and painted. Color of paint TBD by owner.

- The ceiling of all 3 areas will be drywall ceilings that will be taped, floated, textured, and painted. Color of paint TBD by owner. Above ceiling in all of the front area will be wood joist above to install wood decking for storage above front office areas.
- Concrete floor in all 4 of these areas will need to be an epoxy flooring with flake to give it texture. Color TBD by owner.
- Install proper plumbing fixtures in bathroom as needed. Bathroom will need to be equipped with grab bars for ADA accessibility.

Kennel Area

- All exterior walls after insulation will need to line with either PVC Vinyl sheets are some types of high moisture material that will not rot or decay. This includes the back side of the office wall as well. These walls need to be at least 8' tall. NO METAL OR WOOD.
- All seams on walls will need to be sealed from floor to top of sheet
- Entire floor of the kennels will need a concrete sealer with an epoxy coating on top. This epoxy will need to be industrial and handle high traffic and abuse.

Kennels will be provided and installed by owner.

Electrical

- Inside Storage room install new breaker panel. Install four 2' x 4' LED light fixtures. Install a total of four 120v receptacles and one 240 plugs for dryer. Install a plug for Tankless hot water heater
- Inside operation room install four 2' x 4' LED surface mount light fixtures. Install a total of five 120v receptacles.
- Inside office area install a total of six 2' x 4' LED light fixtures. Install a total of eight 120v receptacles.
- Inside storage install four 2' x 4' LED light fixtures. Install a total of three 120v receptacles and one 240 plugs for dryer.
- Inside bathroom install one 2' x 4' LED light fixture. Install one GFCI receptacle near sink area.
- Inside Kennel Area 8 high bay LED lights will need to be installed hanging from ceiling. Install a total of eight 120v GFCI receptacles 4' from concrete floor.
- Install LED parking lot lights on each side of the building. Exact location will vary once building is installed.

Plumbing and Water Connections

- Install a Tankless water heater inside operation room. This water heater always needs to be commercial grade on demand hot water, capable of running the entire facility.
- Install proper toilet connection and sink connections needed in bathroom. Also run hot water to that sink.
- Run and install cold and hot water connection for washer inside storage room.

- Run and install a garden hose connection at each walkthrough door inside Kennel area.
 At each of these spots both a hot water and cold connection will be needed for washing kennels out.
- Run and install a water hose connection outside underneath canopy off west side of building. Both a cold and hot water connection will be needed there also.
- Run and install a water hose connection in front west corner of building. Only cold water will be needed here.
- Toilet in bathroom will not be flush valve equipped. It will just need to be a standard ADA toilet with a tank.

Sewer tie in will be as follows

• Run proper sizing of pipe from facility to city manhole. A lift station with grinder must be installed to pump from building to the nearest manhole. Once drawings are completed an addendum will be issued.

AC Units for Front office area

- Install Mini Split system into each room located in front of the building, Except the bathroom. This system can be a zone system or multiple system. No specific brand is needed. Include all warranty and manufacture paperwork.
- Kennel area AC area will require a 7.5 ton or 10-ton unit with both heat and cool settings. Once official size determined is need an addendum will be wrote. Metal duct will need to be ran down the center of the kennel with various duct point branched off in proper locations, once this size is determined an addendum will be issued.

SECTION III. DOCUMENTS TO BE COMPLETED BY ALL BIDDERS

All contractors must submit a Louisiana Uniform Bid Form as promulgated in accordance with the Administrative Procedure Act by the division of administration, office of facility planning and control. The bidding documents shall require only the following information and documentation to be submitted by a bidder at the time designated in the advertisement for bid opening: Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title, and Address of Bidder, Name of Firm or Joint Venture, Corporate Resolution, or written evidence of the authority of the person signing the bid, and Louisiana Contractors License Number.

Required with BID

- 1. Louisiana Uniform Public Works Bid Form (Enclosed)
- 2. Bid Security, Bid Bond, 5% of Base Bid

Required with 10-days after award to apparent low bidder

- 1. Attestation Affidavit per LRS 38:2227(B)
- 2. E-Verification Form per LRS 38:2212.10

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO:	Administrative Office	BID FOR:	Constructio	<u>n of Parish Animal Ken</u>	<u>nel</u>
	Beauregard Parish Police Jury	_		Bishop Drive	
	201 W. 2 nd Street	_		ouisiana 70634	
	DeRidder, Louisiana 70634	_	Project Nur	nber: 22-21613	
Docume addenda applianc completi	dersigned bidder hereby declares and represents, b) has not received, relied on, or based his, c) has personally inspected and is familiar we and facilities as required to perform, in a tion of the referenced project, all in strict accordance and dated: July 15, 2022.	bid on any verbal with the project site a workmanlike ma	instructions con, and hereby bid nner, all work	ntrary to the Bidding Docume ds to provide all labor, mater and services for the constru	ents or any rials, tools, action and
Bidders	must acknowledge all addenda. The Bidder a	acknowledges rece	ipt of the follow	ving ADDENDA: (Enter the	number the
Designer	has assigned to each of the addenda that the Bidder	is acknowledging) _	- 		•
	L BASE BID: For all work required by the ut not alternates) the sum of:	Bidding Documer	nts (including a	ny and all unit prices designa	ited "Base
			_Dollars (\$)	
	ENATES: For any and all work required by ed as alternates in the unit price description.	the Bidding Docu	ments for Alter	nates including any and all	ınit prices
Alterna	${f te~No.~1}$ (Owner to provide description of alternate and s	state whether add or de	duct) for the lum	p sum of:	
Not A	pplicable		_ Dollars (\$	Not Applicable)
Alterna	te No. 2 (Owner to provide description of alternate and s	state whether add or de	duct) for the lum	p sum of:	
	pplicable			-)
	te No. 3 (Owner to provide description of alternate and s				
Not A	pplicable		_ Dollars (\$	Not Applicable)
NAME	OF BIDDER:				
	ESS OF BIDDER:				
NAME TITLE	IANA CONTRACTOR'S LICENSE NUME OF AUTHORIZED SIGNATORY OF BID OF AUTHORIZED SIGNATORY OF BID TURE OF AUTHORIZED SIGNATORY O	DDER:			
DATE:					

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

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.

^{*} The <u>Unit Price Form</u> 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).

The undersigned affirms they are duly authorized to represent this firm, that this bid has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Business	Name (please print)
Address	Signature
Parish, State, Zip Code	E-mail
Office Phone	Fax Number

ATTESTATION AFFIDAVIT LRS 38:2227(B)

Each public entity advertising and letting for bid a public works contract shall require the lowest bidder, in addition to the provisions of R.S. 38:2212(A)(3)(c)(ii), after the opening of bids, if a sole proprietor, to attest that he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection B of this Section. The lowest bidding entity shall submit an attestation that 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 in LRS 38:2227(B).

E-VERIFY PROGRAM LRS 38:2212.10

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the PARISH, within ten (10) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E- Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E- Verify Program and make such record(s) available to the PARISH upon request.

STATE OF LOUISIANA

CONSTRUCTION CONTRACT

This contract (this "Contract") is made and entered into on the	day of	, 2022, by and
between the Beauregard Parish Police Jury (the "Owner")	and	
("Contractor") authorized to transact business in the State	of Louisiana (the	"State") and shall begin
from the Notice To Proceed issued by the Owner and shall	not extend for mor	re than 120-days without
authorization from the Owner and agreement of the parties		

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services for the jail cell door replacements as defined in the Scope of Services, for the Total Base Bid as set forth in the Uniform Public Works Bid Form attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper management and completion of the services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services are provided in a professional manner;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- 1. The Request for BID BEAUREGARD PARISH ANIMAL KENNEL
- 2. This Contract,
- 3. All Exhibits, including Scope of Services and Contractor's Bid Price,
- 4. Public Notice and Advertisement of Bid,
- 5. Uniform Public Works Bid Form
- 6. Contractor's Qualifications,
- 7. General Conditions,
- 8. Contractor's Bonds and Certificates of Insurance,
- 9. Notice of Award.
- 10. Notice to Proceed, and
- 11. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract and RFB including Scope of Services and Contractor's Bid, duly authorized Change Orders, General Conditions, Notices, Bonds, and Contractor's Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

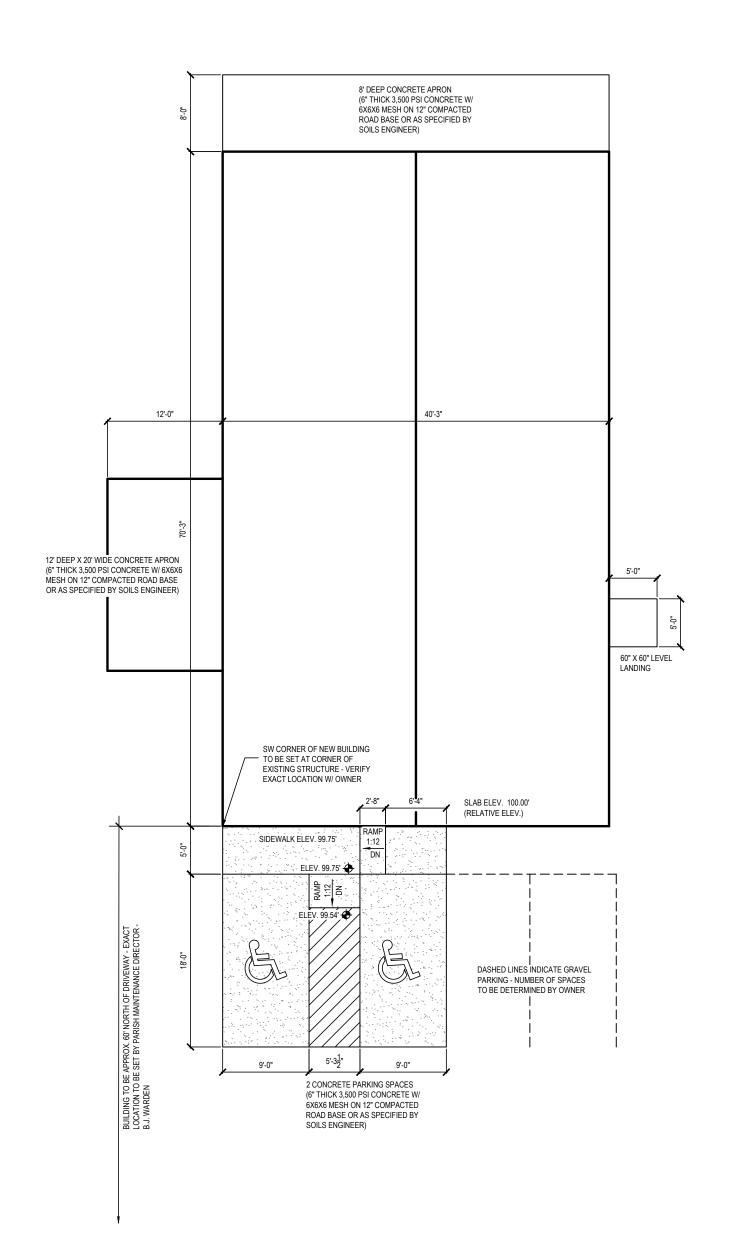
above written.	
CONTRACTOR	
By:	
Name:	
Its:	
BEAUREGARD PARISH POLICE JURY	<i>Y</i>
By:	
Name:	
Its:	
Attest:	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first

SECTION IV. DRAWINGS

(4 pages)





NEW FACILITY FOR

BEAUREGARD PARISH A
412 BOLIVAR BISHOP DRIVE, DERIDDER LA
SITE PLAN JUNE 20, 2022

SCALE: 1:500

SCALE: 1" = 10'-0"

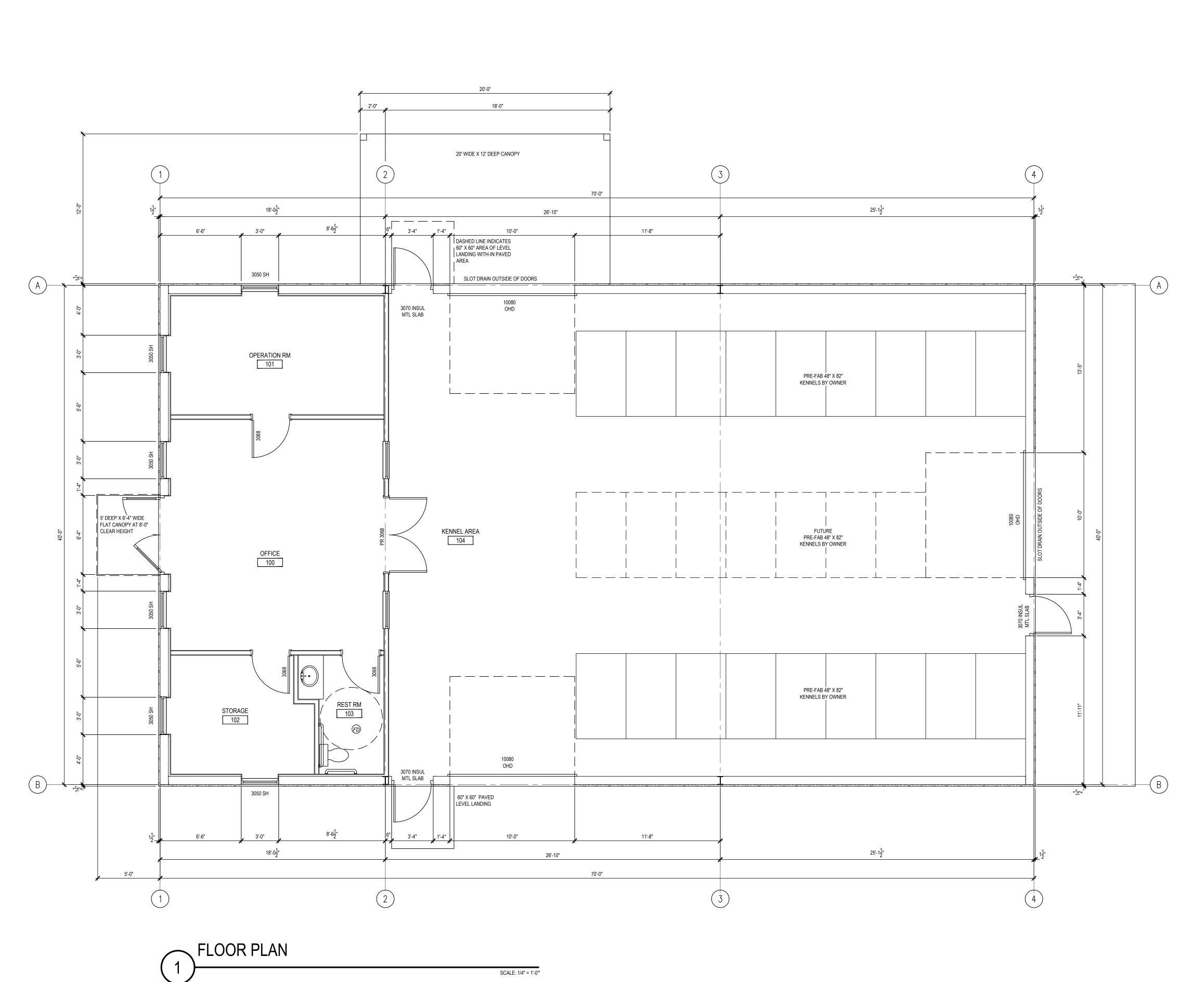
SITE PLAN

CONTROL

ANIMAL

SHEET NO. **A1**

PROJECT NO.



Architect
Architect
Architect
Architect
Architect
Architect
Architect

REVISIONS

NEW FACILITY FOR

BEAUREGARD PARISH ANIMAL CONTROL
412 BOLIVAR BISHOP DRIVE, DERIDDER LA
FLOOR PLAN

JUNE 20, 2022

JUNE 20, 2022

JUNE 20, 2022

PROJECT NO.

A2

OCCUPANCY / EGRESS PLAN

SCALE: 1/4" = 1'-0"

OCCUPANCY B
OCCUPANCY LOAD 1/100 28 PERSONS

OFFICE AREA
COMMON AREA
TOTAL BUILDING AREA
2,800 SF

CONSTRUCTION TYPE III-B NR

MCDACI SOLDING #219

REVISIONS

NEW FACILITY FOR

BEAUREGARD PARISH ANIMAL CONTROL
412 BOLIVAR BISHOP DRIVE, DERIDDER LA

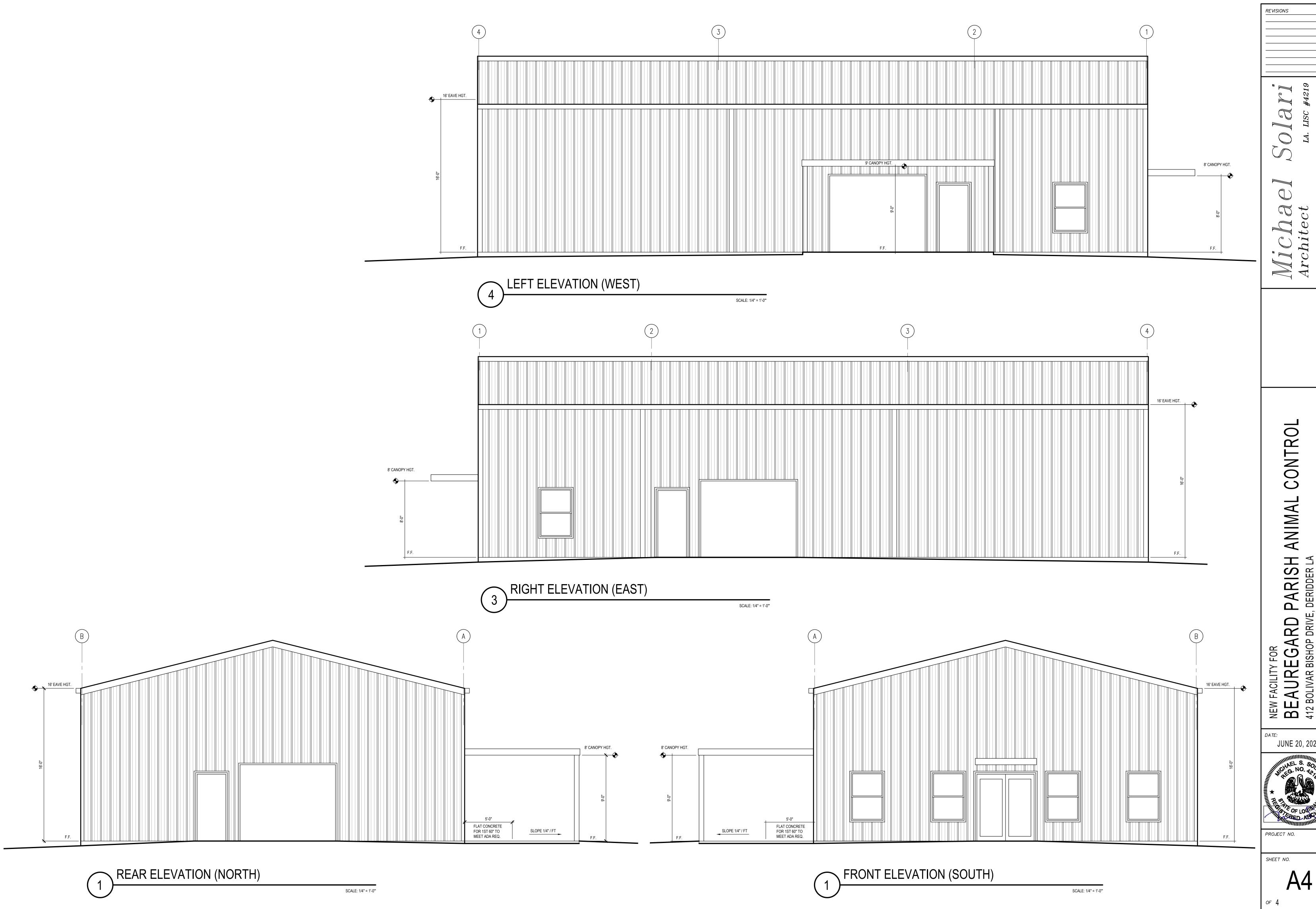
OCCUPANCY / EGRESS PLAN

JUNE 20, 2022



PROJECT NO.

AS



NEW FACILITY FOR

BEAUREGARD PARISH ANIMAL
412 BOLIVAR BISHOP DRIVE, DERIDDER LA

EXTERIOR ELEVATIONS

