

**BID DOCUMENTS  
FOR  
FLOOD PROTECTION MATERIALS  
BID NUMBER: 308**

**BID DUE: April 24, 2024, at 10:00 am**

**JEFFERSON AND ORLEANS PARISHES, LOUISIANA**



**Southeast Louisiana Flood Protection Authority – West  
7001 River Road  
Marrero, LA 70072**

**Contact Info:  
Jesse Noel – Chief of Operations  
Email: [jnoel@slfpaw.org](mailto:jnoel@slfpaw.org)  
Phone: (504) 371-6847**

## **ADVERTISEMENT FOR BIDS**

The Southeast Louisiana Flood Protection Authority – West is soliciting bids for Flood Protection Materials needed for **daily operations** as well as during a **state of emergency** when normal business is or has been interrupted. These events can be hurricanes, levee breaks, floods, tornados or any man-made disaster such as an act of terrorism or any other type of emergency or disaster, and they may occur at any time.

All bids must be sealed and marked with company name and bid number **308**.

Bids must be received by 10:00 A.M. on Wednesday, April 24, 2024.

This is a non-exclusive contract. The contract will be valid for a period of one (1) year beginning July 1, 2024, through June 30, 2025.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - WEST OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

Bid Reference: **BID 308 – Flood Protection Materials**

Digital copies of the bid documents can be found at

**[slfpaw.org/resources/bids](http://slfpaw.org/resources/bids)**

Printed copies can also be obtained from:

SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – WEST (SLFPA-W)  
7001 River Road  
Marrero, LA 70072  
Attn: Jesse Noel  
Email: [info@slfpaw.org](mailto:info@slfpaw.org)  
Phone: (504) 340-0314

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD**  
at **10:00 A.M., on APRIL 15, 2024** at **7001 River Road, Marrero, LA 70072**

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 No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

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.

# INSTRUCTIONS TO BIDDERS

## CONTRACT TIME:

The contract to supply the **Material** shall be for a duration of one (1) year beginning on **July 1, 2024**, and lasting until **June 30, 2025**

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

### THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

BIDS WILL BE RECEIVED IN PERSON AT THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – WEST (hereafter SLFPA-W) 7001 RIVER ROAD, MARRERO, LA 70072 UNTIL 10:00 AM, 4/24/2024 AND PUBLICLY OPENED THEREAFTER IN THE SLFPAW BOARD ROOM.

### LATE BIDS WILL NOT BE ACCEPTED

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well as be in compliance with the Louisiana Code of Ethics.

SLFPA-W adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of

Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

Vendor shall supply a current W-9 form with respective Tax Identification upon issuance of a contract in accordance with this Bid. Vendors may experience a delay in payment if current forms are not provided.

All quotations shall be based on Freight on Board (FOB) Agency warehouse. This provision does not apply to public works projects

Bidders should submit all questions in writing via email to the email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests.

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

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

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

the bid forms. Doing so will cause the bid to be rejected.

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

### **INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS FOR BID PROCESS AND CONTRACTING**

A. AWARD OF CONTRACT: SLFPA-W reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of SLFPA-W. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

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

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Regional Director. Written protest must be received within 48 hours of the release of the bid tabulation by SLFPA-W. After consultation, the Agency will then respond to protests in writing.

PREFERENCE: Unless federal funding is directly spent by SLFPA-W for this purchase, preference is

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

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

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

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

D. PRICES: SLFPA-W is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by SLFPA-W of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

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

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis

of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

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

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. SLFPA-W WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**ADDITIONAL REQUIREMENTS SHALL INCLUDE THE ITEMS AS INDICATED**

**[1, 8, 10, 11, 12]**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(1), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend

the conference or remain for the duration shall be prohibited from submitting a bid for the project.

2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.

3. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of SLFPA-W and the general public.

6. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.

7. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.

8. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.

9. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies).

10. This is a requirements contract to be provided on an as needed basis. SLFPA-W makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.

11. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

12. NON-PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including Attestations and Non-Collusion Affidavits. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material

alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. SLFPA-W reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

13. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

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



**NON-PUBLIC WORK BID FORM**

FIRM NAME: \_\_\_\_\_

<b><u>ITEM NUMBER</u></b>	<b><u>*QTY</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>DESCRIPTION OF ITEM</u></b>	<b><u>UNIT PRICE QUOTED</u></b>
<b>1</b>	1	CUBIC YARD	PUMP SAND (Material Only)	\$
<b>2A</b>	1	TON	10 LB. RIP RAP (Material Only)	\$
<b>2B</b>	1	TON	55 LB. RIP RAP (Material Only)	\$
<b>2C</b>	1	TON	200 LB. RIP RAP (Material Only)	\$
<b>3</b>	1	CUBIC YARD	CLAY (GENERAL USE) (Material Only)	\$
<b>4A</b>	1	TON	6/10 MEXICAN LIMESTONE (Material Only)	\$
<b>4B</b>	1	TON	6/10 GRAY LIMESTONE (Material Only)	\$
<b>5A</b>	1	TON	57 MEXICAN LIMESTONE (Material Only)	\$
<b>5B</b>	1	TON	57 GRAY LIMESTONE (Material Only)	\$
<b>6A</b>	1	TON	#1 GRAY LIMESTONE (Material Only)	\$



**NON-PUBLIC WORK BID FORM**

FIRM NAME: \_\_\_\_\_

<b><u>ITEM NUMBER</u></b>	<b><u>*QTY</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>DESCRIPTION OF ITEM</u></b>	<b><u>UNIT PRICE QUOTED</u></b>
1-D	1	EACH	PUMP SAND – DELIVERY FEE PER YARD	\$
2A-D	1	EACH	30 LB. RIP RAP – DELIVERY FEE PER TON	\$
2B-D	1	EACH	55 LB. RIP RAP – DELIVERY FEE PER TON	\$
2C-D	1	EACH	200 LB. RIP RAP – DELIVERY FEE PER TON	\$
3-D	1	EACH	CLAY (GENERAL USE) – DELIVERY FEE PER YARD	\$
4A-D	1	EACH	6/10 MEXICAN LIMESTONE – DELIVERY FEE PER TON	\$
4B-D	1	EACH	6/10 GRAY LIMESTONE – DELIVERY FEE PER TON	\$
5A-D	1	EACH	57 MEXICAN LIMESTONE – DELIVERY FEE PER TON	\$
5B-D	1	EACH	57 GRAY LIMESTONE – DELIVERY FEE PER TON	\$
6A-D	1	EACH	#1 GRAY LIMESTONE – DELIVERY FEE PER TON	\$

**\*DELIVERY INSTRUCTIONS**

Delivery fee shall include all costs associated with a round trip delivery of the requested material on a per yard basis. Price shall include delivery to either the SLFPA-W Maintenance Facility at 7001 River Road, Marrero, LA 70072 or the SLFPA-W Drake Stockyard at 10139 Nicolle Blvd, Avondale, LA 70094.

**NON-PUBLIC WORK BID FORM**

FIRM NAME: \_\_\_\_\_

<b><u>ITEM NUMBER</u></b>	<b><u>*QTY</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>DESCRIPTION OF ITEM</u></b>	<b><u>UNIT PRICE QUOTED</u></b>
7	10000	CUBIC YARD	ONE-TIME PURCHASE OF EMBANKMENT MATERIAL* FOR LEVEE/BERM USE TO BE DELIVERED TO DRAKE STOCKYARD (10139 NICOLE BLVD, AVONDALE, LA 70094)	\$

**\*EMBANKMENT MATERIAL**

The embankment shall be of earth materials naturally occurring or blended. Materials that are classified in accordance with ASTM D 2487 as CL or CH with less than 35% sand content are suitable for use as embankment fill. Materials classified as ML are suitable if blended to produce a material that classifies as CH or CL according to ASTM D 2487. All fill materials shall be free from masses of organic matter, sticks, branches, roots, and other debris including hazardous and regulated solid wastes. As earth from the approved excavation areas may contain excessive amounts of wood, isolated pieces of wood will not be considered objectionable in the embankment provided their length does not exceed 1 foot, their cross-sectional area is less than 4 square inches, and they are distributed throughout the fill. Not more than 1 percent (by volume) of objectionable material shall be contained in the earth material placed in each cubic yard of the levee section. Material must be at or above the Plasticity Index of 10. Material must be at or below organic content of 9 percent by weight, as determined by ASTM D 2974, Method C. Material must contain less than 35 percent sand content by weight, as determined by ASTM D 1140.

**Notes:**

1. Cost shall include a single verification test from sample taken at proposed supply pit as well as all transportation costs to the Drake Stockyard (10139 Nicole Blvd, Avondale, LA 70094.) No placement, processing, or material handling is included in the contract.
2. Cubic Yard Unit of Measure shall be based on Truck Measure for fully loaded and delivered trucks. Weigh out tickets from pit shall be supplied upon delivery to the Drake Stockyard.
3. Delivery schedule shall be submitted for approval prior to commencing work but no later than July 31, 2024. All material shall be delivered prior to December 31, 2024.

**ATTESTATIONS AFFIDAVIT**

**Before me**, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

**SLFPA-W**  
**Flood Protection Materials**

**Bid Number 308**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

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

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT**

**Sworn to and subscribed** before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**NON-COLLUSION AFFIDAVIT**

**SLFPA-W**  
**Flood Protection Materials**

**Bid Number 308**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

**PART I.**

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

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

**PART II.**

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

**SLFPA-W**  
**Flood Protection Materials**

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That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY

## **SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - WEST INSURANCE REQUIREMENTS**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating shall be waived for Workmen's Compensation Coverage only. All policies shall provide an Additional Insured and Waiver of Subrogation in favor of the SLFPA-W. The additional insured requirement shall be waived for Workmen's Compensation and Professional liability. However, an alternate employer endorsement shall be provided for Workmen's Compensation.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the SLFPA-W for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the SLFPA-W before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the SLFPA-W

**Compensation Insurance:** Before work is commenced, the Contractor shall maintain Workers' Compensation Insurance, as required by statute, and Employee's Liability Insurance, with limits of not less than \$1,000,000, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of subcontractor's employees, unless such employee is covered by the protection of the Contractor. SLFPA-W shall be provided with a waiver of subrogation as well as listed as Alternate Employer on said policy. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the SWLFA-W, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the SWLFA-W. Such insurance shall name the SWLFA-W as additional insured and provide a waiver of subrogation for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, providing limits per project of not less than

\$2,000,000 per occurrence and \$5,000,000 in the aggregate. The Commercial General Liability Insurance shall also include a separate limit of insurance for Projects and Completed operations liability coverage in the amount of \$2,000,000 in the aggregate. An umbrella policy may be used to meet the minimum.

**Insurance Covering Special Hazards:** Special hazards as determined by the SWLFA-W shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

**Licensed and Non-Licensed Motor Vehicles and Watercraft:** The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage covering all owned vehicles, leased, non-owned and hired vehicles. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the Contract of the work to be performed, unless such coverage is included in insurance elsewhere specified.

If watercraft is engaged and/or utilized in any operations performed under this Contract, the Contractor shall maintain Watercraft Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by the Contractor, then the Contractor shall require that any and all such subcontractors procure and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

**Professional Liability Insurance:** Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage shall extend to all professional subcontractors employed by Professionals contracted with SLFPA-W. Any and all professional liability policies will remain in force or provide an extended reporting endorsement (tail coverage) for at least three years past the completion date of the contract.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, procure and maintain insurance of the same nature and in the same amounts as required of the Contractor.