



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF QUOTE REQUEST

ST. TAMMANY PARISH

Sealed quotes will be received by the Department of Procurement, until **2:00 p.m., Wednesday, February 7, 2024** and then opened at that time by the Procurement Staff for the following project:

Quote # 24-1-1 – Biosolids Transport and Disposal

This Quote package is available online at www.bidexpress.com or LaPAC <https://wwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>. It is the Vendor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Each Quote must be sealed. In addition, the outside of the envelope, box or package containing the Quote should be marked with the following information. Name and Address, State Contractor's License Number (if the estimated cost of the work is \$50k or more), Quote Number, and the Quote Name. Quotes submitted without this information may be deemed non-responsive.

Quotes will be received by the St. Tammany Parish Government Department of Procurement, located at 21454 Koop Dr., Suite 2F, Mandeville LA. 70471. The Procurement Department can be contacted by telephone at (985) 898-2520, or via e-mail at Procurement@stpgov.org. St. Tammany Parish Government reserves the right to reject any or all quotes and to waive informalities.

Procurement Department

ESSENTIAL SERVICES QUOTE REQUEST

ST. TAMMANY PARISH GOVERNMENT

Biosolids Transport and Disposal



Quote Number: 24-1-1

Quote Deadline: Wednesday, February 7, 2024

January 4, 2024

TABLE OF CONTENTS

PART I: OVERVIEW	4
1.1 Background.....	4
1.2 Definitions.....	4
1.3 Quote Submittal	5
PART II: SCOPE OF WORK/SERVICES	6
2.1 Scope of Work/Services.....	6
2.2 Period of Agreement.....	7
2.3 Price Schedule.....	7
PART III: EVALUATION	7
PART IV: GENERAL PROVISIONS	8
4.1 Legibility/Clarity.....	8
4.2 Respondent Inquiry Periods.....	8
4.3 Errors and Omissions in Quote.....	8
4.4 Changes, Addenda, Withdrawals.....	9
4.5 Withdrawal of Quote	9
4.6 Material in the Quote Request	9
4.7 Waiver of Administrative Informalities	9
4.8 Quote Rejection	9
4.9 Ownership of Quote.....	9
4.10 Cost of Offer Preparation	9
4.11 Non-negotiable Contract Terms.....	10
4.12 Taxes	10
4.13 Quote Validity	10
4.14 Written or Oral Discussions/Presentations.....	10
4.15 Acceptance of Quote Content.....	10
4.16 Evaluation and Selection	11
4.17 Contract Negotiations	11
4.18 Contract Award and Execution	11
4.19 Notice of Intent to Award.....	11
4.20 Affidavits	12
4.21 Insurance Requirements.....	12
4.22 Indemnification and Limitation of Liability	15
4.23 Termination.....	17
4.23.1 Termination of the Contract for Cause.....	17
4.23.2 Termination of the Contract for Convenience	17
4.23.3 Termination for Non-Appropriation of Funds.....	17
4.23.4 Effects of Termination.....	18
4.23.5 Default of Contractor	18
4.24 Assignment.....	18
4.25 No Guarantee of Quantities	18
4.26 Audit of Records	19
4.27 Civil Rights Compliance	19
4.28 Record Retention.....	19

4.29	Record Ownership	19
4.30	Governing Law.....	19
4.31	Anti-Kickback Clause.....	20
4.32	Clean Air Act.....	20
4.33	Energy Policy and Conservation Act.....	20
4.34	Clean Water Act.....	20
4.35	Anti-Lobbying and Debarment Act	20

Quote Package includes the following Attachments:

- Attachment "A" – Pricing Sheet, DEQ Permits, Sludge Analysis, and Aerial View Map
- Attachment "B" – Sample Contract
- Attachment "C" – Insurance Requirements
- Attachment "D" – Affidavits
- Attachment "E" – Sample Corporate Resolution
- Attachment "F" – Sample Certificate of Insurance

QUOTE REQUEST
FOR
Biosolids Transport and Disposal

PART I: OVERVIEW

1.1 Background

The Department of Utilities (DU) is soliciting quotes from those who are interested in providing Biosolids Transport and Disposal services including but not limited to; providing roll-off containers, transportation and disposal of non-hazardous biosolids generated from the Parish's Wastewater Treatment Plant (WWTP) facilities .

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Respondent who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this Quote Request, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit quotes in response to this Quote Request.
- H. Quote Request – The Quote Request and any attachments and amendments thereto.
- I. Respondent – Person or entity responding to this Quote Request.
- J. Agreement – A contract between the Contractor and the Parish.

1.3 Quote Submittal

The Quote package is available online www.bidexpress.com or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Important - - Clearly mark outside of the sealed envelope, box or package with the following information and format. Quotes without this information may be deemed non-responsive:

- X Name and Address of the Quoter
- X Quote Request Name: BIOSOLIDS TRANSPORT AND DISPOSAL
- X Quote Request #: 24-1-1
- X Quote Due Date: Wednesday, February 7, 2024

Quotes may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

Respondent is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the Quote Due Date shall result in rejection of the quote.

In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, as an additional provision, Contractor should supply a certified copy of a corporate resolution or other written evidence of authority of person signing the quote/proposal.

QUOTES SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY RESPONDENTS SUBMITTING QUOTES SHALL BE IDENTIFIED ALOUD.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Provider shall provide transportation and disposal of non-hazardous biosolids generated from the Parish's Wastewater Treatment Plants (WWTP). Proposer shall provide roll-off containers (25 cu.yd to 30 cu.yd), with liners at the WWTP facilities equipped with belt presser to dewater the biosolids and produce non- hazardous "cake".

WWTP facility locations:

- **Cross Gates Sewage Treatment Facility** (Cross Gates), 350 N. Military Road, Slidell, LA 70461 (S38-T09S-R15E); and
- **Westwood Regional Wastewater Treatment Plant** (Westwood), 176 Judge Tanner Boulevard, Covington, LA 70433 (S37-T07S-R11E).

Please reference Attachment "A", Cross Gates and Westwood Sewage Sludge and Biosolids Use and Disposal Permit issued by Louisiana Department of Environmental Quality (LDEQ).

The cake must be loaded into the roll-off container for transport and disposal in accordance with the LDEQ permits LAJ019826 (Cross Gates) and LAJ019917 (Westwood).

The containers must be placed adjacent to the belt presses at these locations and as directed by the Parish. Liners for the roll-off containers must be provided.

On an as-needed basis, to be determined by Parish, pick-up and transport the loaded roll off containers to dispose of the de-watered sewage sludge in accordance with the LDEQ permits.

General Information

- Annual average volume of biosolid cakes disposed of for the Westwood WWTP is approximately 1,500 tons and Cross Gates WWTP is approximately 500 tons.
- The Parish does not have bulk density data for the biosolid cakes.
- The biosolids cakes meet or exceed the criteria to pass the paint filter test.
- The filter press facilities are under roof.
- Currently, one (1) 30 cubic yard roll off container is utilized at each WWTP and the containers are hauled away for disposal in Kiln, MS at least weekly and "as needed".
- Disposal is permitted outside of the State of Louisiana.
- The most recent Sludge Analytical for the WWTPs is provided in Attachment "A".

If the contractor **has not** done business with the Parish, the contractor should submit a **W-9** with their response.

2.2 Period of Agreement

The term of the Contract will be one (1) year, beginning January 1, 2024, through December 31, 2024 with an option to renew for two (2) additional one (1) year terms, if the Parish and Provider agree. A notice of intent to renew will be issued in writing by the Parish.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.30 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

All prices proposed shall be firm for the initial (1) year term of the Contract. No cost increases shall be accepted in this initial contract term. Thereafter, any escalation provision is requested may be approved by the Parish for one of the two (2) additional one (1) year renewal periods, the Parish will allow one (1) escalation for either of the optional renewal terms.

The adjustment may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure.

The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the Provider at least 90 days prior to the contract anniversary date.

Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

The Parish may, after examination, refuse to accept the adjusted cost if it is not properly documented, or considered to be excessive.

PART III: EVALUATION

The quotes will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The lowest monetary quote in compliance with the Quote Request will be awarded the contract. Only for the purpose of interpretation of the quote, when applicable, written words shall govern if a conflict exists between words and numerals.

PART IV: GENERAL PROVISIONS

4.1 Legibility/Clarity

Responses to the requirements of this Quote Request in the formats requested are desirable. Quotes prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Quote Request is also desired. Each Respondent is solely responsible for the accuracy and completeness of its quote.

4.2 Respondent Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably expects and requires *responsible and interested* Respondents to conduct their in-depth quote review and submit inquiries in a timely manner.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department
Attn: Director of Procurement
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471
E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all quote documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any oral discussions with any Parish employee or Parish consultant. It is the Respondent's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete a Quote Request.

4.3 Errors and Omissions in Quote

The Parish will not be liable for any error in the quote. Respondent will not be allowed to alter quote documents after the deadline for quote submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in quotes by the Parish or the Respondent. The Parish, at its option, has the right to request clarification or additional information from the Respondent.

4.4 Changes, Addenda, Withdrawals

The Parish reserves the right to issue Addenda to the Quote Request at any time. The Parish also reserves the right to cancel or reissue the Quote Request.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant quote section, prior to the quote opening. Such shall meet all requirements for the quote.

4.5 Withdrawal of Quote

A Respondent may withdraw a quote that has been submitted at any time up to the quote closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to the Procurement Department.

4.6 Material in the Quote Request

Quotes shall be based only on the material contained in this Quote Request. The Quote Request includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the Quote Request.

4.7 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any quote.

4.8 Quote Rejection

Issuance of this Quote Request in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all quotes submitted or to cancel this Quote Request if it is in the best interest of the Parish to do so.

4.9 Ownership of Quote

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a quote does not affect this right. All quotes submitted will be retained by the Parish and not returned to Respondents. Any copyrighted materials in the quotes are not transferred to the Parish.

4.10 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a contract. Costs associated with developing the quote, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the

Quote Request are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Parish.

4.11 Non-negotiable Contract Terms

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

4.12 Taxes

Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the Respondent's cost.

4.13 Quote Validity

All quotes shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its quote. However, the Parish reserves the right to reject a quote if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its quote.

4.14 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit quotes determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the quote submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the quotes submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Quotes may be accepted without such discussions.

4.15 Acceptance of Quote Content

The mandatory Quote Request requirements shall become contractual obligations if a contract ensues. Failure of the successful Respondent to accept these obligations shall result in the rejection of the quote.

4.16 Evaluation and Selection

All responses received as a result of this Quote Request are subject to evaluation for the purpose of selecting the Respondent with whom the Parish shall contract.

The Parish may reject all quotes if none is considered in the best interest of the Parish.

4.17 Contract Negotiations

If for any reason the Respondent whose quote is most responsive to the Parish's needs, price and other evaluation factors set forth in the Quote Request considered, does not agree to a contract, that quote shall be rejected and the Parish may negotiate with the next lowest responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

4.18 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the quote submitted based on the initial offers received.

The Quote Request, including any addenda, and the quote of the selected Contractor will become part of any contract initiated by the Parish.

Respondents are discouraged from submitting their own standard terms and conditions with their quotes. Respondents should address the specific language in the sample contract in Attachment "B" of this Quote Request and submit any exceptions or deviations the Respondent wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Respondent fails to sign the contract within **ten calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next lowest responsive Respondent.

The Parish intends to award to a single Respondent.

In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

4.19 Notice of Intent to Award

Upon review and approval of the issuing department's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent.

The Procurement Department will also notify all unsuccessful Respondent as to the outcome of the procurement process.

4.20 Affidavits

Awarded Contractor shall execute affidavits attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, concurrent with execution of the contract. Such affidavits are attached hereto as Attachment "D".

4.21 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "C". The cost of such insurance shall be paid by the Contractor and shall be included in the Respondent's quote. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the Quote Request (see Attachment "C"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing the Parish the Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies. The Parish reserves the right to require complete certified copies of all required policies, at any time.

The insurance companies issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.

All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

Project Description: A brief project description, including Project Name, Project Number and/or contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the contract, include, but is not limited to:

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion and collapse.

2. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate providing full contractual liability and third party claims coverage for bodily injury, property damage, defense, and cleanup as a result of pollution and environmental conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of the contract or the commencement of contractor services in relation to the work and the policy will offer an extended discovery clause of at least three years.

If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 3 years after the work is accepted as complete by the property owner or this contract is terminated.

3. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.

4. Workers' Compensation/Employers Liability insurance: workers' compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$500,000 each accident, \$500,000 each disease, \$500,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000/\$1,000,000. Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.

5. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.

All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Contractor shall promptly obtain a new policy, timely submit same to the Parish for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish as may be reasonably requested.

It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish's final acceptance of the project shall be furnished to St. Tammany Parish Government, Office of Risk Management, without prompting.

NOTICE: These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to St. Tammany Parish Government, Office of Risk Management prior to execution of a contract for services.

For inquiries regarding insurance requirements, please contact:

**St. Tammany Parish Government
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.

4.22 Indemnification and Limitation of Liability

4.22.1 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

4.22.2 Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

4.22.3 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

5.22.4 Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

5.22.5 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs

incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

4.23 Termination

4.23.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

4.23.2 Termination of the Contract for Convenience

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.23.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

4.23.4 Effects of Termination

Upon receipt of notice from the Parish that the contract has been terminated, the Contractor shall immediately discontinue all operations. The Parish may then proceed with the work in any lawful manner that it may elect until the work is finally completed.

The exclusive right is reserved to the Parish to take possession of any machinery, implements, tools or materials of any description that shall be found upon the work, to account for said equipment and materials, and to use same to complete the project. When the work is finally completed, the total cost of same will be computed. If the total cost is less than the contract price, the difference will not be paid to the Contractor or its surety.

In case of termination, all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall be assessed against the bond.

If the work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Parish shall fail to pay the Contractor within a reasonable time any sum certified by the Parish, then the Contractor may, upon thirty (30) calendar days written notice to the Parish, stop work or terminate the contract and recover from the Parish payment for all work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

4.23.5 Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

4.24 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

4.25 No Guarantee of Quantities

The quantities referenced in the Quote Request are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the quote.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

4.26 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

4.27 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

4.28 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

4.29 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Quote Request and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of the contract.

Any such changes, once approved, will result in the issuance of an amendment to the contract and/or change order.

4.30 Governing Law

All activities associated with this Quote Request process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this Quote Request. Jurisdiction and venue for any suit filed in connection with this Quote Request process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

4.31 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

4.32 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

4.33 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

4.34 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4.35 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

ATTACHMENT "A"

Quote Pricing Sheet
Biosolids Transport and Disposal
Quote# 24-1-1

Contractor agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Contractor agrees that no work is to commence under any circumstance until the Contractor is provided a notice to proceed by the Parish.

Contractor must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging.

The Contractor acknowledges receipt of the following:

ADDENDA: _____

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Proposal amount PER TON (Dollars): _____

*All inclusive (i.e. includes spotting container, container rental, pick-up, transport, liners, tarps, and disposal)

Proposal amount PER TON (Written): _____

*All inclusive (i.e. includes spotting container, container rental, pick-up, transport, liners, tarps, and disposal)

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____



PERMIT NUMBER: LAJ019826
AGENCY INTEREST NO.: 19826
ACTIVITY NO.: PER20210002

OFFICE OF ENVIRONMENTAL SERVICES

Sewage Sludge and Biosolids Use or Disposal Permit

Pursuant to the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Act, and in reliance on statements and representations heretofore made in the application, a Louisiana Sewage Sludge and Biosolids Use or Disposal Permit is issued authorizing

St. Tammany Parish Government
Cross Gates Sewage Treatment Facility
P. O. Box 628
Covington, LA 70434

Type Facility: Publicly Owned Treatment Works – Sewage Sludge Pumped Out/Removed and Transported to an Out-of-State Facility

Location: The preparation/treatment facility is located at:


350 N. Military Road in Slidell, St. Tammany Parish

to pump out/remove sewage sludge for transport to an out-of-state facility in accordance with the conditions set forth in Parts I, II, III and IV of this permit, attached hereto.

This permit shall become effective on December 1, 2022

This permit and the authorization to discharge shall expire five (5) years from the effective date of the permit.

Issued on November 15, 2022


Bliss M. Higgins
Assistant Secretary

**Part I
 Description of Preparation Facility and Use or Disposal Practice**

The authorization to prepare sewage sludge at the facility owned and operated by the St. Tammany Parish Government described in Table I-1 as follows:

TABLE I-1	
NAME OF FACILITY	LOCATION
Cross Gates Sewage Treatment Facility	350 N. Military Road in Slidell, St. Tammany Parish, Louisiana

The facilities described in Table I-2 below transport sewage sludge to the Cross Gates Sewage Treatment Facility. The facilities are permittees of the Louisiana Sewage Sludge and Biosolids Use or Disposal General Permit LAJ660000 and must submit an Annual Sewage Sludge Report (Form 7264) due on the 28th of January.

TABLE I-2			
NAME OF FACILITY	AI	PERMIT	LOCATION
Fritchie Barn	43393	LAG750020	63119 Highway 190, Pearl River, LA
Meadow Lake STP	41181	LAG570015	Meadow Lake Drive E, Slidell, LA
Oakwood Estates Pond	43203	LAG570166	End of Royal Oak Drive, Slidell, LA
Taylor Trace STP	122729	LAG541284	40145 Taylor Trail, Slidell, LA
Thompson Road Facility	43394	LAG530650	Thompson Road, Slidell, LA

The sewage sludge is then pumped out/removed and transported to the site described in Table I-3 as follows:

TABLE I-3	
OUT-OF-STATE SEWAGE SLUDGE PUMPING/REMOVAL SITE	
NAME OF SITE	LOCATION
Breaux Services, Inc. – Breaux Landfarm	6153 Road 305, Kiln, MS 39556

During the period beginning with the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized, in accordance with the terms and conditions of this permit, to have sewage sludge pumped out/removed from an LPDES permitted sanitary wastewater treatment works and sold, given away, and/or transported off-site for a fee or other consideration by a transporter that possesses a valid Sewage Sludge Transporter Registration from the LDEQ to a facility authorized to accept sewage sludge.

Part II
Specific Conditions (continued)

belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.”

- b. The permittee shall submit reports to the Administrative Authority, by use of the form specified by the Administrative Authority.
- c. If the permittee monitors any pollutant, in accordance with applicable test procedures specified in this permit, more frequently than required by the permit, then the results of this monitoring shall be reported to the Administrative Authority on the forms specified by the Administrative Authority.

F. Storage of Sewage Sludge

1. The storage of sewage sludge shall not exceed a period of six consecutive months unless notification is submitted to the Administrative Authority in the form of a demonstration that includes, but is not limited to, the following information:
 - name and address of the person who prepared the sewage sludge;
 - name and address of the person who either owns or leases the land where the sewage sludge or biosolids are to be stored, if different from the person who prepared the sewage sludge;
 - location, by either street address or latitude and longitude, of the land where the sewage sludge or biosolids are to be stored;
 - explanation of why the sewage sludge or biosolids need to remain on the land;
 - explanation of how human health and the environment will not be affected;
 - approximate date and length of time the sewage sludge or biosolids will be stored on the land; and
 - final use and disposal method after the storage period has expired.
2. The request for an extension of storage for greater than six months must be submitted in writing to the Office of Environmental Services at least 60 days prior to the expiration of the first six-month storage period.
3. The storage period shall not extend for greater than six months until the Administrative Authority has made and issued a determination to grant or deny the request for the storage of sewage sludge beyond the original six month storage period.

G. Notification of Changes to Out-of-State Land Applier

1. The permittee shall notify the Administrative Authority in writing 60 days prior to a proposed change in the out-of-state land applier of sewage sludge or biosolids or a proposed change in the out-of-state land application site. The administrative authority may require a permit modification upon review of the change. The written notification shall include the following:

Part II
Specific Conditions (continued)

- a. name of the new receiver of the sewage sludge;
 - b. address of the new receiver of the sewage sludge;
 - c. state where sewage sludge will be land applied; and
 - d. location, by either street or latitude and longitude, of the land application site.
2. The permittee shall notify the administrative authority in writing prior to a change in the sewage sludge and biosolids use or disposal practice. This notification does not relieve the permittee of the requirement to obtain a new permit or permit modification for a change in the use or disposal practice.

H. Compliance with 40 CFR Part 503

Facilities subject to *Standards for the Use or Disposal of Sewage Sludge* found at 40 CFR Part 503 shall maintain compliance with the requirements of 40 CFR Part 503.

DRAFT PERMIT NUMBER: LAJ019917
AGENCY INTEREST NUMBER: AI 19917
TEMPO ACTIVITY NUMBER: PER20220002



OFFICE OF ENVIRONMENTAL SERVICES

Sewage Sludge and Biosolids Use or Disposal Permit

Pursuant to the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Act, and in reliance on statements and representations heretofore made in the application, a Louisiana Sewage Sludge and Biosolids Use or Disposal Permit is issued authorizing

St. Tammany Parish Government Department of Utilities
Westwood Regional Wastewater Treatment Plant
P.O. Box 3500
Covington, LA 70434

Type Facility: Publicly Owned Treatment Works - Sewage Sludge Pumped Out/Removed and Transported to an Out-of-State Facility

Location: The preparation/treatment facility is located at:

176 Judge Tanner Blvd. in Covington, St. Tammany Parish

This permit shall become effective on April 1, 2023

This permit shall expire five (5) years from the effective date of the permit.

Issued on February 23, 2023


Bliss M. Higgins
Assistant Secretary

Part I
Description of Preparation Facility and Use or Disposal Practice

The authorization to prepare sewage sludge at the facilities owned and operated by St. Tammany Parish Government Department of Utilities described in Table I-1 as follows:

TABLE I-1	
NAME OF FACILITY	LOCATION
Westwood Regional Wastewater Treatment Plant	176 Judge Tanner Blvd. in Covington, St. Tammany Parish

The sewage sludge is then pumped out/removed and transported to the site described in Table I-2 as follows:

TABLE I-2	
OUT-OF-STATE SEWAGE SLUDGE PUMPING/REMOVAL SITE	
NAME OF SITE	LOCATION
Breaux Services, Inc. – Breaux Landfarm	6153 Road 305, Kiln, MS 39556

During the period beginning with the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized, in accordance with the terms and conditions of this permit, to have sewage sludge pumped out/removed from the Westwood Regional Wastewater Treatment Plant and sold, given away, and/or transported off-site for a fee or other consideration by a transporter that possesses a valid Sewage Sludge Transporter Registration from the LDEQ to a facility authorized to accept sewage sludge.

**Part II
 Specific Conditions**

A. General

1. This Sewage Sludge and Biosolids Use or Disposal Permit applies only for pump out/removal of sewage sludge and transport to an out-of-state facility/land applier.
2. The permittee shall prepare the sewage sludge in accordance with the provisions set forth in this permit and all other applicable State regulations pertaining to the use or disposal of sewage sludge to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sewage sludge.
3. The preparation of sewage sludge through any practice for which requirements have not been established in this Permit will constitute a violation of this Permit.
4. The introduction of sewage sludge that is mixed with grease that was pumped out or collected from a Food Service Facility into any part of a treatment works, including its collection system, is prohibited.

B. Hazardous Sewage Sludge

1. The use or disposal of sewage sludge that is hazardous under 40 CFR Part 261 and/or LAC 33:Part V is prohibited.
2. The permittee must take all steps to assure that any material prepared with sewage sludge is non-hazardous in accordance with 40 CFR Part 261 and/or LAC 33:Part V.

C. Sewage Sludge with High PCB Concentration

The use or disposal of sewage sludge with a concentration of polychlorinated biphenyls (PCBs) equal to or greater than 50 milligrams per kilogram of total solids (dry weight basis) is prohibited.

D. Monitoring and Sampling & Analysis

1. The permittee shall sample and analyze representative samples of the **untreated** sewage sludge at the generation facilities listed in Table I-1 of Part I of this permit for the parameters listed and at the frequency indicated in Table II-1 below.

Table II-1 Raw Sewage Sludge (Hazardous Characteristics Testing)	
Parameter	Sampling Frequency
TCLP Metals (As, Ba, Cd, Cr, Pb, Se, Ag) Hg Volatile Organics Semi-Volatile Organics Pesticides Herbicides	Once during the 5-year life of the permit within one year of the effective date of the permit.
PCB (Total)	Once during the 5-year life of the permit within one year of the effective date of the permit.

AROCHLOR 1254	ug/kg	<81.3	81.3	VIC	7/4/23	08:03	EPA 8082	02006
AROCHLOR 1260	ug/kg	<81.3	81.3	VIC	7/4/23	08:03	EPA 8082	02006
ARSENIC	mg/L	<0.0600	0.0600	TJS	7/6/23	16:27	EPA 6010	02006
BARIUM	mg/L	0.155	0.0400	TJS	7/6/23	16:27	EPA 6010	02006
BENZENE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
CADMIUM	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 6010	02006
CARBON TETRACHLORIDE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
CHLORDANE	mg/L	<0.008000	0.008000	VIC	7/7/23	16:33	EPA 8081	02006
CHLOROBENZENE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
CHLOROFORM	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
CHROMIUM	mg/L	<0.0400	0.0400	TJS	7/6/23	16:27	EPA 6010	02006
ENDRIN	mg/L	<0.001600	0.001600	VIC	7/7/23	16:33	EPA 8081	02006
HEPTACHLOR	mg/L	<0.001600	0.001600	VIC	7/7/23	16:33	EPA 8081	02006
HEPTACHLOR EPOXIDE	mg/L	<0.001600	0.001600	VIC	7/7/23	16:33	EPA 8081	02006
HEXACHLOROBENZENE	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
HEXACHLOROBUTADIENE	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
HEXACHLOROETHANE	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
LEAD	mg/L	<0.0300	0.0300	TJS	7/6/23	16:27	EPA 6010	02006
LINDANE	mg/L	<0.001600	0.001600	VIC	7/7/23	16:33	EPA 8081	02006
m-CRESOL	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
MERCURY	mg/L	<0.0200	0.0200	TJS	7/6/23	16:27	EPA 6010	02006
METHOXYCHLOR	mg/L	<0.001600	0.001600	VIC	7/7/23	16:33	EPA 8081	02006
METHYL ETHYL KETONE	mg/L	<0.200	0.200	TJS	7/6/23	16:27	EPA 8260	02006
NITROBENZENE	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
o-CRESOL	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
p-CRESOL	mg/L	<0.0125	0.0125	TJS	7/6/23	16:27	EPA 8081	02006
PENTACHLOROPHENOL	mg/L	<0.0250	0.0250	TJS	7/6/23	16:27	EPA 8081	02006
PYRIDINE	mg/L	<0.0250	0.0250	TJS	7/6/23	16:27	EPA 8081	02006
SELENIUM	mg/L	0.0710	0.0400	TJS	7/6/23	16:27	EPA 6010	02006
SILVER	mg/L	<0.0300	0.0300	TJS	7/6/23	16:27	EPA 6010	02006
TETRACHLOROETHYLENE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
TOXAPHENE	mg/L	<0.01200	0.01200	VIC	7/7/23	16:33	EPA 8081	02006

TRICHLOROETHYLENE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006
VINYL CHLORIDE	mg/L	<0.0100	0.0100	TJS	7/6/23	16:27	EPA 8260	02006

CURTIS ENVIRONMENTAL SERVICES, INC.

WATER/WASTEWATER TESTING - CONSULTING - OPERATION
 BIOASSAY - OP CERT # 18-427 - LAB CERTIFICATION # 01984

185 BELLE TERRE
 BLVD.
 SUITE D

PH: 985-653-0000
 FX: 985-653-0001
 TF: 888-653-0008
 EM: ces@curtislab.com



CLIENT: CHRIS TISSUE
 ENVIRONMENTAL SERVICES
 P.O. BOX 628
 COVINGTON, LA 70434

LPDES PERMIT # LAJ019917
 REPORT DATE : 7/11/2023

FACILITY: WESTWOOD - BIOSOLIDS PERMIT TESTING

APPROVED BY: _____

Jeff Dupuy, Technical Director/Lab Supervisor

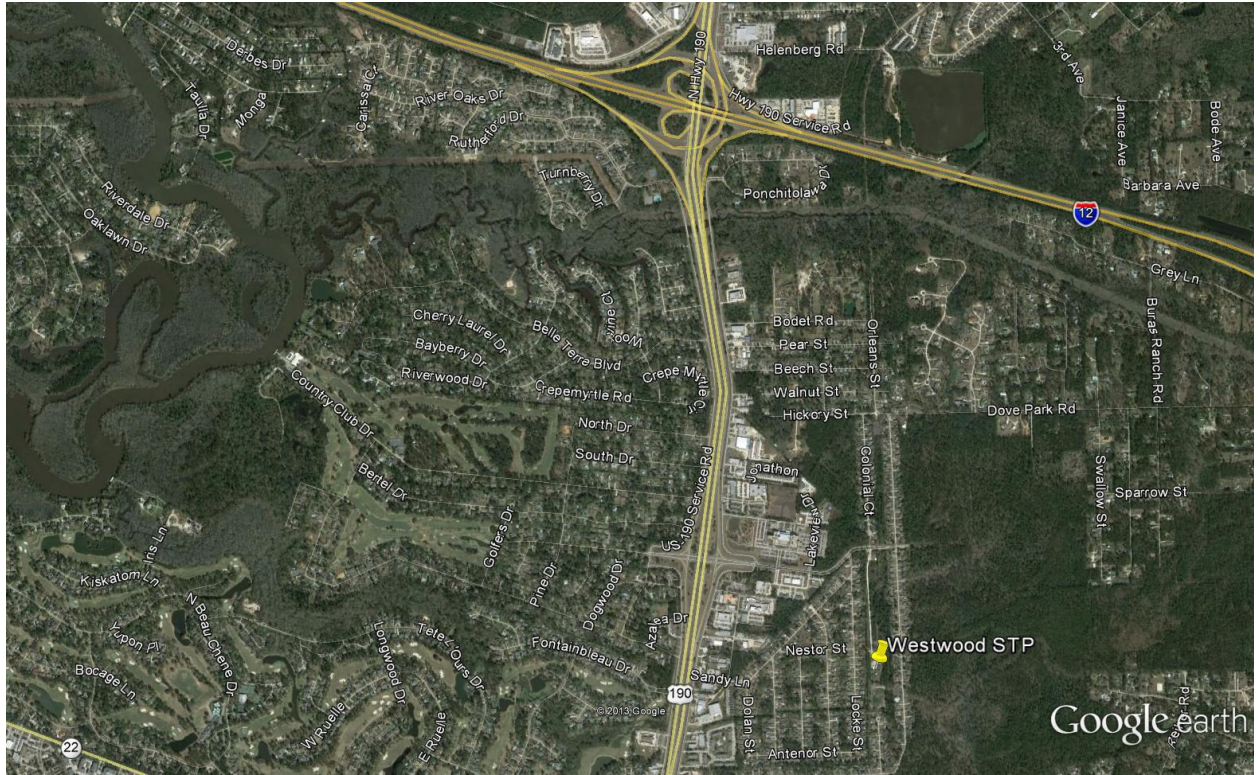
All CES Sampling Analyses Adhere To EPA Protocol , except for non-permitted samples. These results relate only to the samples listed as they were received in the laboratory. No reports shall be reproduced, in full or in part, without the clients' approval. For any Questions, please Contact CES at 985-653-0000

Lab Ref # AI79746	Collection Date: 06/21/2023	Sample Collector:: HF	Comment:
Chain # 266530-01	Collection Time: 10:20		

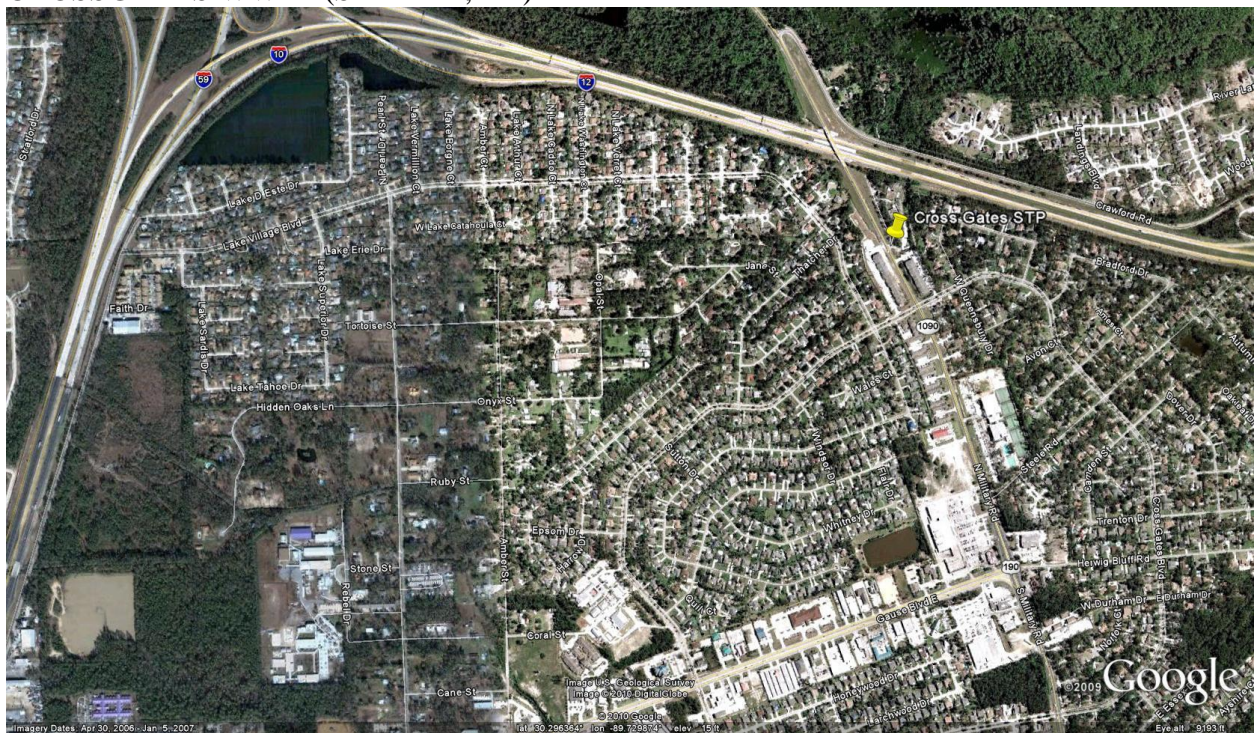
<u>Analysis</u>	<u>Units</u>	<u>Results</u>	<u>MDL</u>	<u>Tech</u>	<u>Start Date:</u>	<u>Start Time</u>	<u>Method Reference</u>	<u>Lab Cert No.</u>
1,1-DICHLOROETHYLENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
1,2-DICHLOROETHANE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
1,4-DICHLOROBENZENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8081	02006
2,4,5-TP(Silvex)	mg/L	<0.0020	0.0020	VIC	7/8/23	02:51	EPA 8151	02006
2,4,5-TRICHLOROPHENOL	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
2,4,6-TRICHLOROPHENOL	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
2,4-DICHLOROPHENOXYACETIC ACID	mg/L	<0.0200	0.0200	VIC	7/8/23	02:51	EPA 8151	02006
2,4-DINITROTOLUENE	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
AROCHLOR 1016	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
AROCHLOR 1221	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
AROCHLOR 1232	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
AROCHLOR 1242	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
AROCHLOR 1248	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006

AROCHLOR 1254	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
AROCHLOR 1260	ug/kg	<92.2	92.2	VIC	7/4/23	08:24	EPA 8082	02006
ARSENIC	mg/L	<0.0600	0.0600	TJS	7/6/23	16:33	EPA 6010	02006
BARIUM	mg/L	0.0420	0.0400	TJS	7/6/23	16:33	EPA 6010	02006
BENZENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
CADMIUM	mg/L	<0.0100	0.0100	TJS	7/6/23	16:33	EPA 6010	02006
CARBON TETRACHLORIDE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
CHLORDANE	mg/L	<0.008000	0.008000	VIC	7/7/23	17:01	EPA 8081	02006
CHLOROBENZENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
CHLOROFORM	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
CHROMIUM	mg/L	<0.0400	0.0400	TJS	7/6/23	16:33	EPA 6010	02006
ENDRIN	mg/L	<0.001600	0.001600	VIC	7/7/23	17:01	EPA 8081	02006
HEPTACHLOR	mg/L	<0.001600	0.001600	VIC	7/7/23	17:01	EPA 8081	02006
HEPTACHLOR EPOXIDE	mg/L	<0.001600	0.001600	VIC	7/7/23	17:01	EPA 8081	02006
HEXACHLOROBENZENE	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
HEXACHLOROBUTADIENE	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
HEXACHLOROETHANE	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
LEAD	mg/L	<0.0300	0.0300	TJS	7/6/23	16:33	EPA 6010	02006
LINDANE	mg/L	<0.001600	0.001600	VIC	7/7/23	17:01	EPA 8081	02006
m-CRESOL	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
MERCURY	mg/L	<0.0200	0.0200	TJS	7/6/23	16:33	EPA 6010	02006
METHOXYCHLOR	mg/L	<0.001600	0.001600	VIC	7/7/23	17:01	EPA 8081	02006
METHYL ETHYL KETONE	mg/L	<0.200	0.200	ELM	7/5/23	16:03	EPA 8260	02006
NITROBENZENE	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
o-CRESOL	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
p-CRESOL	mg/L	<0.0050	0.0050	ELM	7/5/23	16:03	EPA 8081	02006
PENTACHLOROPHENOL	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8081	02006
PYRIDINE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8081	02006
SELENIUM	mg/L	0.0480	0.0400	TJS	7/6/23	16:33	EPA 6010	02006
SILVER	mg/L	<0.0300	0.0300	TJS	7/6/23	16:33	EPA 6010	02006
TETRACHLOROETHYLENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
TOXAPHENE	mg/L	<0.01200	0.01200	VIC	7/7/23	17:01	EPA 8081	02006

TRICHLOROETHYLENE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006
VINYL CHLORIDE	mg/L	<0.0100	0.0100	ELM	7/5/23	16:03	EPA 8260	02006



CROSSGATES WWTP (SLIDELL, LA)



ATTACHMENT "B"

CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtContractNum»

Be it known, that on this _____ day of _____, 202__, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

«txtScopeSummary»

2. OPTION TO RENEW

The Parish has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Parish shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

3. NOTICE TO PROCEED

The Parish, through the Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work

in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays.

4. INSURANCE REQUIREMENTS

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this Contract shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

5. LIABILITY AND INDEMINIFICATION

A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

D. Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by

Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

6. TAXES

Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

7. PARISHSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein, shall become the property of the Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.

8. PAYMENT OF INVOICES

- A. Invoices for services shall be submitted by Provider to Parish for review and approval
- B. All invoices must indicate the Parish Purchase Order Number and Work Order Number and shall be submitted to the address below:

St. Tammany Parish Government
ATTN: Accounts Payable
P.O. Box 628
Covington, LA 70434

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality

of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.

- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

9. JURISDICTION

This Contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.

10. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

11. BUDGET LIMITATIONS

The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the Budget Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

12. SEVERABILITY

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

13. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

14. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

15. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal

Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

16. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Contractor (as defined in LSA-R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this Contract. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

17. RECORDATION OF CONTRACT

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Provider and Parish is hereby authorized to deduct all related costs and service fees from any proceeds due to the Provider.

18. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

PROVIDER:

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

Date

WITNESSES:

Signature

Print Name

Signature

Print Name

ST. TAMMANY PARISH GOVERNMENT:

Michael B. Cooper
Parish President

Date

APPROVED BY:

Assistant District Attorney – Civil Division

Date



Attachment C

INSURANCE REQUIREMENTS*

Essential Services Project: Biosolids Transport and Disposal _____

Project/Quote/Bid#: 24-1-1

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
- a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;
- or**
- b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.
- Endorsement for Pollution coverage for all vehicles used to transport fuel.
3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.



5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.



6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE:** St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

ATTACHMENT "D"

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS
VERIFICATION SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant 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.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE
ME, THIS __, DAY OF _____, 202_.**

Notary Public

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.

2. 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

3. 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.

4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.

5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____
Title: _____
Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202_.

Notary Public
Print Name: _____ **Notary I.D./Bar No.:** _____ **My** **commission**
expires: _____

ATTACHMENT "E"

CORPORATE RESOLUTION

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

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

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

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

SECRETARY-TREASURER

DATE

Attachment F

Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
 - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
 - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
 - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
 - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** – The information that was sent on Monday, was not sufficient. Risk needs a separate Certificate of Insurance for OCP that names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email riskman@stpgov.org

