



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Wednesday, December 18, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 24-73-2 – St. Tammany Parish Lot 1 Lease

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

This bid package is available online at 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.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at www.bidexpress.com.

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT



BID PACKAGE FOR

ST. TAMMANY PARISH LOT 1 LEASE

BID NO.: 24-73-2

November 6, 2024

Section 01

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Section 02
Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security may be required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the “Parish”).
3. The terms “he/his” and “it/its” may be used interchangeably.
4. The terms “Owner,” the “Parish,” and “St. Tammany Parish” may be used interchangeably.
5. The term of this Agreement for a period of ten (10) years commencing on the Effective Date (the “Term”). Any holdout, holding over or otherwise shall not be deemed a tacit reconduction of this Lease, but shall be a month-to-month lease which may be terminated by either party in compliance with the laws of the State of Louisiana relative to termination of month-to-month leases. When permanent improvement costs to the Premises reach the required incremental level for an extension to this Agreement as per La. R.S. 41:1217, as same may be amended, restated and/or recodified from time to time, Tenant may make such request for extension and Landlord will grant such extension.
6. **Only** the Bid Form, the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the bid form will be furnished for bidding. Bound sets of the Contract Documents are for bidder's information and should not be used in submitting bids.
7. All other documents and information required are to be submitted by the highest bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the bid documents.
8. Each bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the bidder, the state license number of the bidder (if work requires a license), and the project name and the bid number. In the case of an electronic bid proposal, a bidder may submit an authentic digital signature on the electronic bid proposal accompanied by the license number, project name and the bid number.
9. The price quoted for the Work shall be stated in words and figures on the Bid Form.
10. The bid shall be signed by the bidder and all blanks must be completed. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with La. Rev. Stat. 38:2212(B).
11. This section has been omitted.
12. This section has been omitted.
13. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided the request is in writing, executed by the bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the bidder unopened. A bid withdrawn under the provisions of La. Rev. Stat. 38:2214(C) cannot be resubmitted.
14. Written communications, over the signature of the bidder, to modify bids will be accepted and the bid corrected in accordance therewith if received by the Owner prior to the

scheduled closing time for receipt of bids. Oral, telephonic or telegraphic modifications will not be considered.

15. No oral interpretation obligating the Owner will be made to any bidder as to the meaning of the drawings, specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the bids may not be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications. All such addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of bidder to receive any such interpretation shall not relieve any bidder from any obligation under this bid as submitted without modification. All addenda shall be issued in accordance with the Public Bid Law, La. Rev. Stat. 38:2212(O).
16. The Owner reserves the right to reject any or all bids for just cause in accordance with the Public Bid Law, La. Rev. Stat. 38:2214(B). Incomplete, informal, illegible, or unbalanced bids may be rejected. Reasonable grounds for belief that any one bidder is concerned directly or indirectly with more than one bid will cause rejection of all bids wherein such bidder is concerned. If required, a bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its bid. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Provider shall defend, indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall defend, indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Each bidder shall visit the site of the proposed Work and fully acquaint itself with all conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, specifications and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any bidder from any obligation with respect to its bid and the responsibility in the premises.
20. The standard contract form enclosed with the bid is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Provider. It has important legal consequences in all respects and consultation with an attorney is encouraged. Provider shall be presumed to have consulted with its own independent legal counsel.
21. Bidder shall execute affidavit(s) attesting compliance with La. Rev. Stat. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
22. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the bids shall be publicly opened and read aloud to those present. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the bidders to insure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**

23. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these instructions, and addressed:

**St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471**

24. Complete sets of Drawings, Specifications and Contract Documents may be secured on LaPAC.
25. The award of the contract, if it is awarded, will be to the highest bid which yields the greatest benefits to the public in services and financial return to it pursuant to La. Rev. Stat. 2:135.1. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner. The written contract and bond shall be issued in conformance with La. Rev. Stat. 38:2216. If the contract is awarded, the Owner shall give the successful bidder written notice of the award within forty-five (45) calendar days after the opening of the bids in conformance with La. Rev. Stat. 38:2215(A), or any extension as authorized thereunder.
26. At least three days prior to the execution of the contract, the Provider shall deliver to the Owner the required bonds.
27. Failure of the successful Bidder to execute the contract and deliver the required bonds within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited. Award may then be made to the next highest responsible bidder.
28. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful bidder to whom the contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the contract price. The contract shall not be in force or binding upon the Owner until such satisfactory bond has been provided to and approved by the Parish. The cost of the bond shall be paid for by the Provider unless otherwise stipulated by both parties.
29. No surety company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom legal notices may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
30. In conformance with La. Rev. Stat. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All Providers must comply with any other applicable provisions of La. Rev. Stat. 38:2219.

31. Should the Provider's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Provider shall immediately furnish a new bond in another company approved by the Owner, at no cost to the Owner. The new bond shall be executed under the same terms and conditions as the original bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Provider or from the time Provider learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Provider fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Provider.
32. The Provider's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do extra work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Provider's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
33. The bond shall also secure for the Owner the faithful performance of the contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Provider to perform.
34. The surety of the Provider shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Provider, for fulfillment of terms of the contract.
35. Provider shall pay for cost of recording the contract, bond, and any change orders or contract amendments required to be recorded, as well as the cost of canceling any of the foregoing.
36. Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of services or Work hereunder by the Provider, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Provider's bid.
37. The Provider shall not commence work until it has obtained all insurance as required for the Work. If the Provider fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and charge the Provider. Further charges are permitted as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
38. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
39. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
40. Authorization of Insurance Company(ies) and Rating: 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.
41. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Provider's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Provider 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 Provider's insurers will have no right of recovery or subrogation against St. Tammany Parish Government, 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: St. Tammany Parish Government 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: Provider'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.

42. The types of insurance coverage the Provider is required to obtain and maintain throughout the duration of the contract shall be designated by a separate document issued by the Office of Risk Management.
43. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
44. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
45. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
46. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Office of the District Attorney, 22nd Judicial District, Civil Division.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protestor can request additional methods of notification.

47. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
48. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
49. Any action by the Parish to disqualify any bidder on the grounds that they are not a responsible bidder shall be conducted in accordance with La. Rev. Stat. 38:2212(X).
50. If any part of the provisions contained herein and/or in the specifications and contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

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Section 03

Purpose of Lease

I. Purpose of Lease:

In 2008, the Parish accepted a donation of 3.62-acre parcel (Lot 1 Survey – Section 7) with the donation specifying that the use by the Parish of Lot 1 property shall be for the expansion of recreational and cultural opportunities for the citizens of St. Tammany Parish. This will only allow buildings, and other supporting infrastructure in conjunction with providing recreational and cultural opportunities.

The Parish is soliciting bids for the site development and operation of a recreational amenity located at Lot 1 Koop Drive, Mandeville, Louisiana 70471. The property and grounds are within the Koop Drive PUD and adjacent to the Tammany Trace and Kids Town.

The Parish is seeking to provide an opportunity for qualified bidders to prepare and submit a bid to build, operate, and maintain buildings, grounds, and supporting recreational and cultural infrastructure through a ground lease on the property up to the entire 3.62-acre parcel.

The goal is to ensure the proper operation and maintenance of the building and grounds are used as passive and/or active activities that will further expand recreational and cultural opportunities for the citizens of St. Tammany Parish.

The Prospective Bidder should submit with their bid plans and specifications of the proposed use of the ground lease.

Term of Lease

The annual rental shall be paid monthly in advance on the first day of each month in a sum equal to one-twelfth of the annual rental due hereunder. In the event said rent is not paid within the first seven (7) days of each month, the Lessor shall give the Lessee notice of said default by certified mail. All payments shall be mailed to:

St. Tammany Parish Government
Attn: Accounts Payable
P.O. Box 628
Covington, LA 70433

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date (the “Term”). Any holdout, holding over or otherwise shall not be deemed a tacit reconduction of this Lease, but shall be a month-to-month lease which may be terminated by either party in compliance with the laws of the State of Louisiana relative to termination of month-to-month leases. When permanent improvement costs to the Premises reach the required incremental level for an extension to this Agreement as per La. R.S. 41:1217, as same may be amended, restated and/or recodified from time to time, Tenant may make such request for extension and Landlord will grant such extension.

II. Location of Work:

Lot 1 Koop Drive, Mandeville, Louisiana 70471

III. Documents: Bid Documents dated November 6, 2024 and entitled:

St. Tammany Parish Lot 1 Lease
Bid# - 24-73-2

OTHER REQUIREMENTS (as applicable)

Section 04

St. Tammany Parish Lot 1 Lease
Bid# 24-73-2
Bid Form

Bidder 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, Bidder agrees that no work is to commence under any circumstance until the Bidder is provided a notice to proceed by the Parish.

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

The Bidder acknowledges receipt of the following:

ADDENDA: _____

Annual lease amount for the space to be leased \$ _____

Price per Square Foot Bid \$ _____

Bidder: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Bidder Signature: _____ Date: _____

Bidder Printed Name: _____

Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227
FOR BIDDERS FOR PUBLIC WORKS 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 public 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 after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any

of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

6. 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.

7. 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: _____

**AFFIDAVIT PURSUANT TO LSA-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
Print Name: _____
Notary I.D./Bar No.: _____
My commission expires: _____



INSURANCE REQUIREMENTS*

Ground Lease Bid: St. Tammany Parish Lot 1 Lease

Project/Quote/Bid#: 24-73-3

*****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.



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.
- (If no owned vehicles, hired and non-owned may be acceptable, subject to the review and approval of St. Tammany Parish, Office of Risk Management.)



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. **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. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

- 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.**

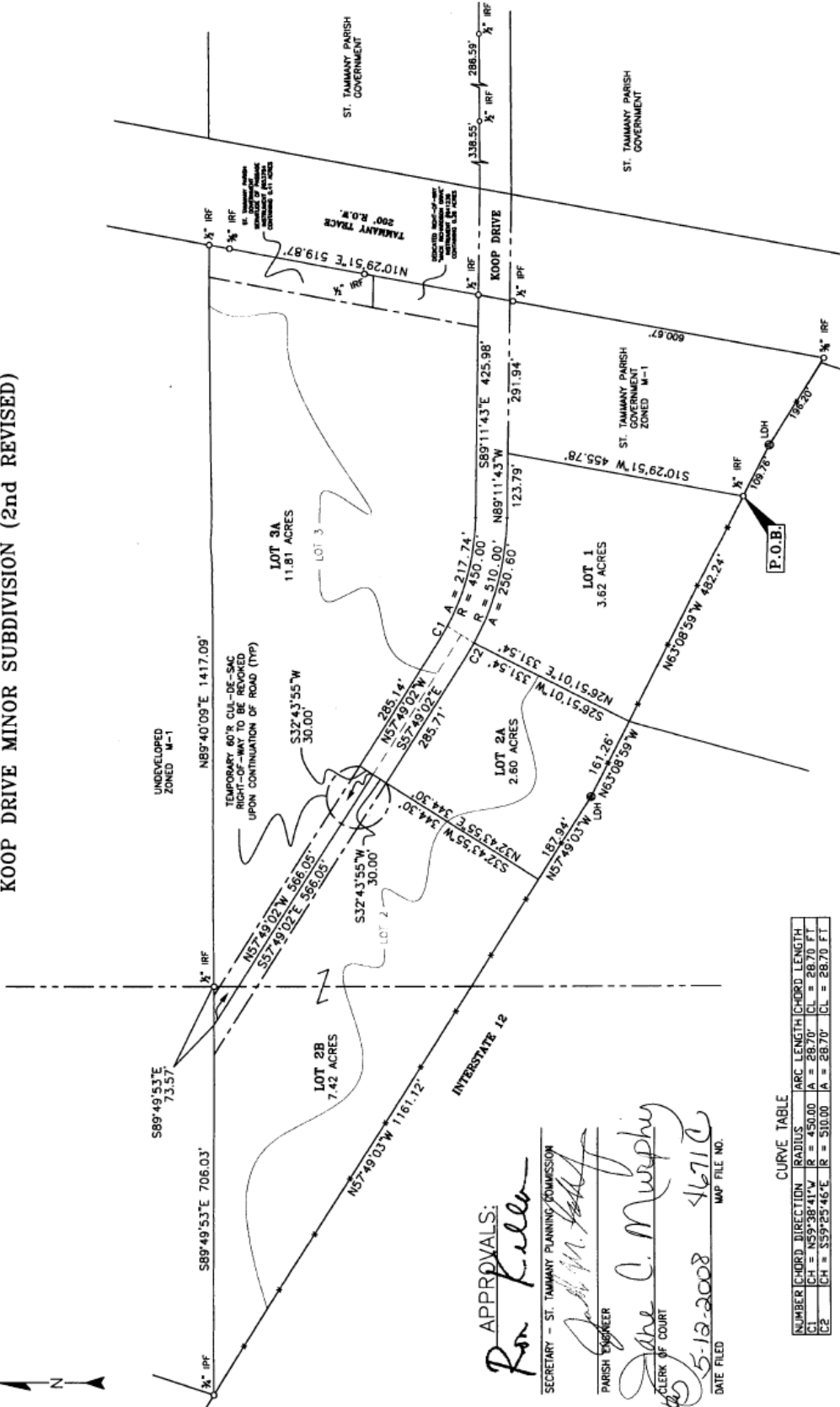
Any inquiry regarding these insurance requirements should be addressed to:

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

Section 07

KOOP DRIVE MINOR SUBDIVISION (2nd REVISED)

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTH BLOCK OF THE SOUTHERN WHITE OF ST. TAMMANY PARISH, LOUISIANA AND RUN SOUTH, 89 DEGREES 09 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 1222.38 FEET TO A POINT; THENCE RUN NORTH 57 DEGREES 49 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 307.27 FEET TO A POINT; THENCE RIGHT-OF-WAY OF TAMMANY TRACT AND RIGHT-OF-WAY INTERSTATE 12; THENCE LEAVING RUNNING ALONG SAID RIGHT-OF-WAY OF TAMMANY TRACT AND INTERSTATE 12 RUN NORTH 57 DEGREES 49 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 196.20 FEET TO A POINT; THENCE RUN NORTH 63 DEGREES 08 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 109.76 FEET TO THE POINT OF BEGINNING.



SPECIAL NOTES:
 1. NOT ALL IMPROVEMENTS SHOWN.
 2. THIS REVISED PLAT FOR KOOP DRIVE MINOR SUBDIVISION SUPERSEDES THE ORIGINAL KOOP DRIVE MINOR SUBDIVISION PLAT FILED DECEMBER 28, 2007 AS CLERK OF COURT MAP FILE NO. 4804C AS WELL AS THE "REVISED" KOOP DRIVE MINOR SUBDIVISION PLAT FILED 04-30-08 AS CLERK OF COURT MAP FILE NO. 4864D

NOTE: THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THEY WERE NOT EXCAVATED TO BE ACCURATELY LOCATED. CALL LOUISIANA ONE CALL "DOTTIE" BEFORE DIGGING.
 (1-800-272-3020)

REFERENCE MAPS:
 1. SURVEY PLAT BY THIS FIRM WITH SURVEY NUMBER 20061079A1 DATED 11/06/07.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND CONTROL; AND THAT THE SURVEY WAS DONE ON THE GROUND AND IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE STATE OF LOUISIANA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THIS SURVEY.

John E. Bonneau
 Registered Professional Land Surveyor
 REG. NO. 4423
 STATE OF LOUISIANA

NOTE: Setback lines shall be verified by the owner or a licensed surveyor. Any construction on an abstract has not been performed by the undersigned.

NOTE: Servitudes shown hereon are not to be construed as a title opinion or title record. Any title opinion or title policy will be added hereto upon request as a surveyor has not performed any title search or abstract.

Scale: 1" = 200'
 Survey No. 2006 1079C
 Drawn by: JBM
 Revised: 05/05/08 - OFFICE
 Date: 03/06/08

JOHN E. BONNEAU & ASSOCIATES, INC.
 Professional Land Surveyors • Planners and Consultants
 420 HWY 1085, EXIT 57, MADISONVILLE, LA 70447
 (985) 845-1012 • (985) 845-1013 • (985) 845-1351 • FAX No.: (985) 845-1778
 www.JEBECOlandSurveying.com • e-mail: jebco1@bellsouth.net

Note: This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described is located in Flood Zone(s) "C" in accordance with the Base Flood Elevation of N/A in accordance with Community Panel No. 225205 0245 C
 Revised: 10-17-89

RESUBDIVISION MAP
 of
Original LOTS 1, 2 & 3 within KOOP DRIVE MINOR SUBDIVISION
 into
LOTS 1, 2A, 2B & 3A within KOOP DRIVE MINOR SUBDIVISION
 SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 EAST
 ST. TAMMANY PARISH, LOUISIANA
 for
LAPORTE FAMILY PROPERTIES, L.L.C.

APPROVALS:
 SECRETARY - ST. TAMMANY PLANNING COMMISSION
 Parish Engineer
 Clerk of Court
 DATE FILED: 5-13-2008
 MAP FILE NO. 4671C

CURVE TABLE

NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
CI	N59°38'41"W	R = 450.00	A = 28.70'	CL = 28.70 FT
CP	S59°25'46"E	R = 510.00	A = 28.70'	CL = 28.70 FT