



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., Thursday, December 12, 2024** and then opened at that time by the Procurement Staff for the following project:

Quote # 24-63-1 – Standard Lift Station Cleaning

This Quote package is available online at www.bidexpress.com or LaPAC <https://wwwcfprd.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

Standard Lift Station Cleaning



Quote Number: 24-63-1

Quote Deadline: December 12, 2024

November 21, 2024

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Quote Package includes the following Attachments:

- Attachment "A" – Pricing Sheet and Locations
- 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
Standard Lift Station Cleaning

PART I: OVERVIEW

1.1 Background

The purpose of this essential service quote is to obtain proposals from qualified providers who are interested in providing standard lift station cleaning to various lift station sites. St. Tammany Parish Government (STPG) Department of Utilities (DU) owns and operates over 260 lift stations through-out St. Tammany Parish. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

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. Provider – 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 Provider 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: Standard Lift Station Cleaning**
- X **Quote Request#: 24-63-1**
- X **Quote Due Date: December 12, 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 Provider is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, as an additional provision, Provider 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

The Department of Utilities is seeking a provider to provide and furnish all the necessary materials, labor, transportation, and equipment to perform Standard Lift Station Cleaning at Parish owned and operating sites of two hundred – sixty (260) lift stations located throughout St. Tammany Parish. The provider must provide a list of cleaned sites on their invoices.

The provider must provide the following services:

1. The provider must pressure wash the walls of each wet well, floats, rails, piping, tubing, etc.
2. The provider must remove the contents of the lift station, waste, wash water, grease, debris, etc., via vacuum truck.
3. The provider must transport the lift station contents to the Parish's Westwood Regional Wastewater Treatment Plant pit located at 176 Judge Tanner Blvd., Covington, LA. 70433
4. The provider will be required to clean and remove the contents of the Westwood Plant Pit for off-site disposal.

Cleaning Schedule:

DU will allow a maximum of 20 cleaning days per quarter to clean all identified Standard Lift Stations. DU will identify the lift station to be cleaned over the maximum 20 days per quarter. At times, DU may need to request additional cleaning outside of the schedule.

Any additional work performed outside of the scheduled cleaning shall be deemed as an emergency.

Westwood Pit Cleaning Schedule:

DU will allow a maximum of four (4) cleanings per calendar year to clean Westwood Pit, actual number of cleaning events will be determined by an authorized DU staff member.

All work is to be performed in compliance with all Federal, State, OSHA, and Contractor Safety Standards. Likewise, any spills occurring because of lift station cleaning activities, must be reported immediately to the provider and cleaned in accordance with federal and state standards.

A Parish employee will be provided to guide and/or direct your operator/driver to all lift station locations. Additionally, an authorized Parish Operator will provide access to fire hydrants for fresh water.

Prices remain in effect and firm through December 31, 2026, with an option to extend for two (2) additional one (1) year terms, by written agreement of both parties. All prices proposed by the Provider shall be firm for the initial term of the Contract.

If an escalation provision is requested in this Proposal for the two (2) additional one (1) year renewal periods, the Parish will allow one (1) escalation for either of the optional renewal terms. The escalation 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 Proposer and the escalation will only be applied to purchases made after the request is made and the Contract is amended

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

2.2 Period of Agreement

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

Prices quoted by the Respondent shall be firm for the term of the contract depending on the requirements set forth in Section 2.1 and shall provide within 10 days after being notified of an Award.

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://www.cfprd.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 Providers 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 Provider 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 Provider 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 "F".

4.21 Insurance Requirements

The Provider shall comply with all insurance requirements of the Parish as contained in Attachment "D". The cost of such insurance shall be paid by the Provider 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. Provider shall furnish the Parish with certificates of insurance effecting coverage(s) required by the Quote Request (see Attachment "D"). 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 Provider 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 Provider. 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 Provider.

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 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 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: 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.

The types of insurance coverage the Provider 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. Providers' 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 Provider.

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 Provider 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 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 to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider 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 Provider and thereafter deduct from Provider's fee the cost of such insurance.

Upon failure of Provider 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 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.

Provider 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 Provider to require that these insurance requirements are met by all Providers and sub-Providers performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as additional insured on all insurance policies provided by said Provider and/or sub-Provider 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 Provider'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, Provider 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 Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

4.22.2 Provider Liability

Provider 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 Provider, its owners, agents, employees, partners or subProviders.

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

Provider 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 Provider, its owners, agents, employees, partners or subProviders. The Provider 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

Provider 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 Provider, 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 Provider believes that it may be enjoined, Provider, 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 Provider remains in default.

The Provider 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 Provider; 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 Provider 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 Provider written notice specifying the Provider's failure. If within thirty (30) days after receipt of such notice, the Provider 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 Provider in default and the contract shall terminate on the date specified in such notice.

The Provider 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 Provider 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 Provider of such termination or negotiating with the Provider an effective date.

The Provider 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 Provider 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 Provider 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 Provider or anyone employed by it, or if the Parish shall fail to pay the Provider within a reasonable time any sum certified by the Parish, then the Provider 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 Provider for lost profit, indirect & direct expenses, overhead, and the like.

4.23.5 Default of Provider

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 Provider 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 Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider will be considered.

4.24 Assignment

The Provider 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 Provider 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 Provider 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 Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Provider 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 Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

4.28 Record Retention

The Provider 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 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 the Parish, at Provider'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 Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Provider 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 Provider 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 Provider 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 Provider 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 Provider will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

ATTACHMENT "A"

Quote Pricing Sheet

Standard Lift Station

Quote# 24-63-1

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: _____

Standard Lift Station price per cleaning:

\$ _____

Westwood Pit price per cleaning:

\$ _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

Number	Lift Station	City	Latitude	Longitude
1	Red Oaks	Mandeville	30.3630981	-90.05667218
2	Woodcrest	Mandeville	30.3659904	-90.06251413
3	Parc du Lac	Mandeville	30.37797285	-90.07907411
4	Fern Dead	Mandeville	30.38066707	-90.08304796
5	Fern Live	Mandeville	30.38358985	-90.08379166
6	Luxury Apartments	Mandeville	30.40105059	-90.11342911
7	Parkview	Mandeville	30.40105447	-90.11326728
8	Bon Temps	Mandeville	30.40510163	-90.12644682
9	Gas Lights	Mandeville	30.39955984	-90.11263385
10	Scotch Pine 1	Mandeville	30.40107963	-90.12861087
11	Scotch Pine 2	Mandeville	30.39729876	-90.12770701
12	Evergreen	Mandeville	30.39944316	-90.12542401
13	Bigner	Mandeville	30.40561151	-90.12932189
14	Wedgewood	Mandeville	30.40906467	-90.13020131
15	Penn Chapel	Mandeville	30.4067681	-90.1341375
16	Indian Point	Madisonville	30.41076795	-90.13696154
17	Audubon Lane	Madisonville	30.41443346	-90.13769697
18	Del Oaks 1	Madisonville	30.41362239	-90.13464622
19	Del Oaks Main	Madisonville	30.41568909	-90.13527558
20	River Walk	Madisonville	30.40449124	-90.15256106
21	Chapel Creek	Mandeville	30.40743787	-90.13195643
22	Tchefuncte Condos	Madisonville	30.40505664	-90.14758799
23	Fairview Oaks	Madisonville	30.40604919	-90.1424276
24	Claibourne Oaks	Madisonville	30.41986273	-90.18765619
25	Black River 1	Madisonville	30.42498851	-90.18325758
26	Black River 2	Madisonville	30.43015563	-90.18696297
27	Black River 3	Madisonville	30.43326095	-90.18184971
28	Black River Main (New Black River)	Madisonville	30.42393473	-90.18798588
29	Fleur de Lorraine	Madisonville	30.42422387	-90.18851693
30	Black River Forest	Madisonville	30.4274834	-90.18879691
31	Autumn Creek	Madisonville	30.43106649	-90.19630738
32	Timberlane	Madisonville	30.43379714	-90.22366413
33	Indian Trace	Madisonville	30.43320055	-90.23299498
34	Sierra Ridge	Madisonville	30.42282524	-90.18901538
35	Tchefuncte Parc	Madisonville	30.44368524	-90.18459105
36	Les Bois	Madisonville	30.43924825	-90.17929822
37	Faubourg 1	Madisonville	30.44296284	-90.17139549
38	Faubourg 2	Madisonville	30.44238148	-90.17140794
39	Heritage Oaks	Covington	30.4469983	-90.16995658
40	Tammany West	Covington	30.45440712	-90.17122272
41	Seymour Meyers	Covington	30.45558871	-90.17944518
42	Madison Farms 1	Madisonville	30.44938999	-90.18025625
43	Madison Farms 2	Madisonville	30.45630957	-90.18109084
44	Madison Marketplace	Madisonville	30.45213648	-90.17617369
45	Myrtle Grove 1	Madisonville	30.44194171	-90.17172901
46	Myrtle Grove 2	Madisonville	30.43992621	-90.17559381
47	Madisonville School 1	Madisonville	30.43416393	-90.16730448
48	Madisonville School 2	Madisonville	30.43501181	-90.16905187
48	Madisonville School 2	Madisonville	30.43501181	-90.16905187

Number	Lift Station	City	Latitude	Longitude
49	Stonebridge	Madisonville	30.43396632	-90.16877766
50	Madison Villas	Madisonville	30.43040877	-90.16546115
51	Madisonville Woods	Madisonville	30.42212964	-90.16515465
52	Tchefuncte Trace	Covington	30.44189392	-90.15589358
53	Tchefuncte South	Covington	30.43725765	-90.1591837
54	South Down 1	Covington	30.43758654	-90.15225707
55	South Down 2	Covington	30.43639547	-90.15462038
56	Arbor Walk Business	Madisonville	30.43336042	-90.15141542
57	Arbor Walk 1	Madisonville	30.4314125	-90.15362351
58	Arbor Walk 2	Madisonville	30.43118054	-90.15965577
59	Arbor Walk Garden	Madisonville	30.42857759	-90.15614884
60	Madison Property	Madisonville	30.42858594	-90.15550338
61	Christwood	Covington	30.43919913	-90.13837929
62	Hwy 21	Madisonville	30.43715463	-90.14777036
63	Natchez Trace 1	Covington	30.43457687	-90.14588498
64	Natchez Trace 2	Covington	30.434	-90.1374
65	Willowbend	Madisonville	30.47077818	-90.1961858
66	Archbishop Hannan	Covington	30.46953956	-90.18336047
67	Northpointe	Covington	30.46991743	-90.18785626
68	Ashland Oaks	Madisonville	30.46455034	-90.18378003
69	Tuscany West	Covington	30.48006166	-90.18609972
70	Hood Chevrolet	Covington	30.43160426	-90.08096028
71	Picadilly	Covington	30.4286441	-90.08030753
72	Premiere	Covington	30.43266199	-90.07684305
73	The Preserve	Covington	30.43091678	-90.07508984
74	Covington Meadows	Covington	30.43111769	-90.0730424
75	Helenbirg 1	Covington	30.43765636	-90.06727394
76	Helenbirg 2	Covington	30.43916768	-90.0654582
77	North Lake	Covington	30.4218764	-90.08249344
78	P.M.I.	Covington	30.41923647	-90.08251105
79	Beech Street	Covington	30.4182155	-90.08218603
80	Colonial Court	Mandeville	30.41612717	-90.07689973
81	Brookstone 1	Covington	30.41925894	-90.07231166
82	Brookstone 2	Covington	30.42184951	-90.07196994
83	Westwood 1	Mandeville	30.41580658	-90.07564256
84	Westwood 2	Mandeville	30.41022216	-90.07537803
85	Westwood 3	Mandeville	30.40400875	-90.07625933
86	Carriage Lane	Mandeville	30.39886274	-90.08301657
87	Tall Timbers	Mandeville	30.40374737	-90.08271101
88	Walk In Center	Covington	30.40782936	-90.08033668
89	Tanglewood	Mandeville	30.37435241	-90.07165811
90	Forest Park	Mandeville	30.38475616	-90.08916534
91	Fox Branch 1	Madisonville	30.45911807	-90.20814526
92	Fox Branch 2	Madisonville	30.45497723	-90.20970742
93	Windermere	Madisonville	30.45542113	-90.21776446
94	Ruelle du Chene 1	Madisonville	30.44348898	-90.21009431
95	Ruelle du Chene 2	Madisonville	30.43957778	-90.21173368
96	Dominion 1	Madisonville	30.4455642	-90.21032644
97	Dominion 2	Madisonville	30.44999049	-90.21369432

Number	Lift Station	City	Latitude	Longitude
98	Highland Oaks	Madisonville	30.45074669	-90.20449379
99	Fairfield Oaks	Madisonville	30.44187879	-90.19229223
100	Three Rivers	Madisonville	30.44650234	-90.18717562
101	Palm Courts	Madisonville	30.45864456	-90.18750375
102	Post Oak	Madisonville	30.43874725	-90.1739665
103	Tallow Creek 1	Covington	30.46941898	-90.15376063
104	Tallow Creek 2	Covington	30.47077435	-90.15599896
105	Tallow Creek 3	Covington	30.4753	-90.1588
106	Twins Oaks	Mandeville	30.39448895	-90.04519478
107	Lazy Creek 1	Mandeville	30.43583847	-90.05339518
108	Lazy Creek 2	Mandeville	30.43509403	-90.05076035
109	St. Gertrude	Covington	30.52159727	-90.11872954
110	Lake Hills	Folsom	30.55943139	-90.15185712
111	Northridge	Covington	30.5313847	-90.2197102
112	St. Joe	Slidell	30.338748	-89.746397
113	Medcath 1	Lacombe	30.35748742	-89.91471848
114	Medcath 2	Lacombe	30.35681325	-89.91515965
115	Magee Road	Covington	30.51126183	-90.20688976
116	Countryside	Covington	30.51050256	-90.20849828
117	Eagle Landing 1	Covington	30.52803028	-90.21956135
118	Eagle Landing 2	Covington	30.52541329	-90.22300968
119	Springlake	Covington	30.529473	-90.211062
120	Innwoods	Covington	30.46082867	-90.11869473
121	Timber Branch 1	Covington	30.46298381	-90.12206006
122	Timber Branch 2	Covington	30.46181315	-90.12786206
123	Timber Branch 3	Covington	30.46418573	-90.11981602
124	Rousseau Road	Covington	30.46778519	-90.1458162
125	Del Sol	Covington	30.46458093	-90.16625471
126	Beau Arbre	Covington	30.46122336	-90.16156544
127	Maison Du Lac 1	Covington	30.46082505	-90.13958482
128	Maison Du Lac 2	Covington	30.45964967	-90.14672827
129	Maison Du Lac 3	Covington	30.46235593	-90.15009829
130	Sleep Clinic	Covington	30.45892203	-90.12246343
131	Beau Arbre 2	Covington	30.46888889	-90.16166667
132	Terra Bella	Covington	30.47102376	-90.14427408
133	Terra Bella 2	Covington	30.471021	-90.139218
134	CVS Pharmacy	Covington	30.45766906	-90.1314285
135	Abita Lakes 1	Covington	30.50884016	-90.02449564
136	Abita Lakes 2	Covington	30.51073051	-90.02327305
137	Abita Lakes 3	Covington	30.50452848	-90.02288762
138	Abita Lakes 4	Covington	30.5026065	-90.01698971
139	Abita Lakes 5	Covington	30.50540605	-90.02471984
140	Abita Lakes 6	Covington	30.50390706	-90.02145584
141	Grand Maison 1	Mandeville	30.40248791	-90.03598104
142	Grand Maison 2	Mandeville	30.40437515	-90.03251076
143	Church of The King	Mandeville	30.41554457	-90.03795818
144	Commerce Blvd	Mandeville	30.415544	-90.037968
145	Waffle House	Mandeville	30.41520257	-90.04111237
146	Koop Drive	Mandeville	30.41857012	-90.04449425

Number	Lift Station	City	Latitude	Longitude
147	Dove Park Commercial	Mandeville	30.41277556	-90.04277727
148	Liberty Storage	Mandeville	30.40975077	-90.03908395
149	Cigs-N-Things	Mandeville	30.44822234	-90.04130055
150	Peace Office	Abita Springs	30.45172125	-90.04089929
151	Autumn Wind 1	Mandeville	30.45259325	-90.03640475
152	Autumn Wind 2	Mandeville	30.4473312	-90.03471198
153	Hoffman Road	Mandeville	30.45274138	-90.03778427
154	Fountains Park	Mandeville	30.37624488	-90.04952833
155	Forest Brook 1	Mandeville	30.38582726	-90.01832601
156	Forest Brook 2	Mandeville	30.37970044	-90.019257
157	Forest Brook 3	Mandeville	30.37731134	-90.02131173
158	Forest Brook 4	Mandeville	30.3760305	-90.01824485
159	Quail Creek Trinity Lane	Mandeville	30.38093265	-90.02829928
160	Marlin Street	Mandeville	30.37830663	-90.02750014
161	Sycamore	Mandeville	30.37603303	-90.02621048
162	Culver Court	Mandeville	30.37534833	-90.0264989
163	Quail Creek South	Mandeville	30.37502092	-90.02967817
164	Canaan Hills	Mandeville	30.37179824	-90.03195015
165	Castine Central	Mandeville	30.37448148	-90.0239846
166	Woodlands Terrace	Mandeville	30.37309973	-90.03445984
167	Soult Street	Mandeville	30.38085962	-90.03243727
168	Grand Terre	Mandeville	30.3800514	-90.03973009
169	Woodlands 1	Mandeville	30.3772235	-90.03967835
170	Woodlands 2	Mandeville	30.37626152	-90.03690437
170	Woodlands 2	Mandeville	30.37626152	-90.03690437
171	Woodlands 3	Mandeville	30.37736203	-90.04216622
172	Trailwood	Mandeville	30.37493659	-90.044612
173	Casa Bella	Mandeville	30.37901902	-90.04251923
174	Jackson	Mandeville	30.37792573	-90.04582095
175	Surgi	Mandeville	30.37904383	-90.04867559
176	Hwy 59	Mandeville	30.38282618	-90.05107416
177	Remington Court	Mandeville	30.38162027	-90.03999616
178	Mandeville Elementary	Mandeville	30.38382264	-90.04243491
179	Stonebrook (Walder)	Mandeville	30.38302906	-90.05254943
180	Dockside	Slidell	30.302325	-89.71443333
181	Pintail	Slidell	30.30173056	-89.71220556
182	Goldenwood	Slidell	30.28218333	-89.72336667
183	Willowwood	Slidell	30.28801389	-89.72811389
184	St. Lukes	Slidell	30.29065833	-89.72930556
185	Phase 5	Slidell	30.29656111	-89.72458333
186	Little School	Slidell	30.27601111	-89.71823611
187	Big School	Slidell	30.27773056	-89.71847222
188	Byron Court	Slidell	30.27953056	-89.71651389
189	Essex	Slidell	30.28883889	-89.71490833
190	Herwig	Slidell	30.29234722	-89.71201111
191	Arbor View	Slidell	30.28608333	-89.70478056
192	Highland Bluff	Slidell	30.28936111	-89.70013333
193	Bluff Blvd.	Slidell	30.29128889	-89.70848611
194	Apartments	Slidell	30.29781111	-89.70869722

Number	Lift Station	City	Latitude	Longitude
195	Autumn Lakes	Slidell	30.29670556	-89.70869722
196	Leeds	Slidell	30.28173889	-89.71086944
197	Meadow Lake	Slidell	30.28002222	-89.73852778
198	Live Oak	Slidell	30.270375	-89.81490556
199	Royal Oak	Slidell	30.27035	-89.81371944
200	1st Ave @ 8th Street	Slidell	30.329475	-89.76466111
201	3rd Ave @ 14th Street	Slidell	30.33355278	-89.76774722
202	N 10th Street @ N. 5th Ave	Slidell	30.33536667	-89.76376667
203	P5	Slidell	30.23389167	-89.80381667
204	P4	Slidell	30.23046944	-89.80381667
205	P3	Slidell	30.22710556	-89.81009167
206	P2	Slidell	30.22537222	-89.81505833
207	P1	Slidell	30.22179444	-89.82033333
208	L3	Slidell	30.21818889	-89.822525
209	L2	Slidell	30.21725278	-89.81466111
210	L1	Slidell	30.21565	-89.80593333
211	C6	Slidell	30.22471667	-89.81970278
212	C5	Slidell	30.22780278	-89.82294444
213	C4	Slidell	30.22789167	-89.83045833
214	C3	Slidell	30.22543889	-89.83801389
215	C2	Slidell	30.22499167	-89.84695278
216	C1	Slidell	30.229175	-89.85157778
217	P6	Slidell	30.23919722	-89.79970278
218	P7	Slidell	30.24351944	-89.79638611
219	G4	Slidell	30.22422778	-89.81899444
220	Bedico Creek Lift Station #1	Madisonville	30.462638	-90.2293393
221	Bedico Creek Lift Station #2	Madisonville	30.4593622	-90.2355774
222	Bedico Creek Lift Station #3	Madisonville	30.4672497	-90.2300169
223	Bedico Creek Lift Station #4	Madisonville	30.4664096	-90.2300169
224	Bedico Creek Lift Station #5	Madisonville	30.4750568	-90.2357179
225	Bedico Creek Lift Station #6	Madisonville	30.4754876	-90.2409184
226	ALDRIDGE OAKS LIFT STATION	Madisonville	30.44486249	-90.21311434
227	ARBOR VIEW LIFT STATION	Slidell	30.28601423	-89.70483904
228	AUTUMN CREEK #2 LIFT STATION	Madisonville	30.43701609	-90.19411986
229	BAY ST LIFT STATION	Mandeville	30.38420287	-90.03684584
230	COPPERSTILL MARKETPLACE	Covington	30.46549372	-90.18134923
231	CROSS GATES #1	Slidell	30.29936273	-89.72255356
232	CROSS GATES #2	Slidell	30.30018757	-89.72251269
233	DEAN RD LIFT	Slidell	30.32362711	-89.73808318
234	DUTELL LIFT	Mandeville	30.39703367	-90.09036709
235	GOODBEE SQUARE	Covington	30.50550251	-90.20805299
236	GRAND MAISON #3	Mandeville	30.40373045	-90.02853016
237	HIDDEN CREEK LIFT	Covington	30.46742083	-90.16209982
238	HILLCREST AT PARKLINE	Slidell	30.31296678	-89.77913087
239	KOOP DR #2 LIFT STATION	Mandeville	30.41711853	-90.043695
240	KOOP DR #3 LIFT STATION	Mandeville	30.41723997	-90.04219254
241	KOOP DR #4 LIFT STATION	Mandeville	30.41697658	-90.04397198

Number	Lift Station	City	Latitude	Longitude
242	LAKWOOD LIFT STATION	Slidell	30.31388274	-89.77700196
243	LEXINGTON PLACE LIFT STATION	Mandeville	30.40820164	-90.02976619
244	LITTLE CREEK LIFT STATION	Mandeville	30.4183178	-90.03844587
245	MCCONNELL LIFT STATION	Mandeville	30.39980769	-90.089114
246	MCDONALDS LIFT STATION	Covington	30.4677327	-90.18416038
247	NATCHEZ TRACE #3 LIFT STATION	Covington	30.43539896	-90.13788716
248	NORVAL ST LIFT STATION	Mandeville	30.36851179	-90.03416101
249	SPRING HAVEN LIFT STATION	Madisonville	30.43779333	-90.19222127
250	TAYLOR TRACE LIFT STATION	Slidell	30.28358761	-89.73190522
251	WESTON GLENN LIFT STATION	Covington	30.46510122	-90.14119376
252	WILLOW BEND #2 LIFT STATION	Madisonville	30.47014095	-90.19330316
253	WING FIELD #1	Covington	30.290538	-90.12095
254	WING FIELD #2	Covington	30.290569	-90.122942
255	HUNTERS HAVEN	Mandeville	30.241798	-90.081829
256	TERRA BELLA #3	Covington	30.46916081	-90.13566687
257	TAMANEND MAIN	Lacombe	30.222591	-89.534867
258	TAMANEND COMMUNITY COLLEGE	Lacombe	30.223792	-89.540323
259	TAMANEND # 1	Lacombe	30.215737	-89.53391
260	TAMNENED # 2	Lacombe	30.37350594	-89.89140494
	WESTWOOD WWTP			
261	ARUNDEL	Madisonville	30.263762	-90.1110171

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, Provider 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 Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Provider Liability

Provider 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 Provider, its owners, agents, employees, partners or subProviders.

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

Provider 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 Provider, its owners, agents, employees, partners or subProviders. The Provider 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

Provider 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 Provider, 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 Provider believes that it may be enjoined, Provider, 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 Provider remains in default.

The Provider 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

Provider; 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 Provider.

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 Provider

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 Provider 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 Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider 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 PROVIDER

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Provider (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



INSURANCE REQUIREMENTS*

Essential Services Project: Standard Lift Station Cleaning

Project/Quote/Bid#: 24-63-1

*****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 subProviders 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 Providers 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

