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 3, 2026,** and then opened at that time by the Procurement Staff for the following project:

Quote # 26-36-1 – Mulberry Ave Drainage

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.

The project classification is:

Highway, Street, and Bridge Construction

Paper Quotes 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 from each quoter or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at www.bidexpress.com.

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.

QUOTE REQUEST

ST. TAMMANY PARISH GOVERNMENT

MULBERRY AVE DRAINAGE

Quote Number: 26-36-1

Quote Deadline: Thursday, December 3, 2026

October 28, 2026

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Quote Package includes the following Attachments:

Attachment “A” – Pricing Sheet, Unit Price Form, and Project Specifications
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

MULBERRY AVE DRAINAGE

PART I: OVERVIEW

1.1 Background

The Parish requests a Contractor to provide all adequate and competent labor, equipment, tools, and materials necessary to improve drainage by removing and replacing existing structure(s), subsurface drainage pipe, catch basin, concrete driveways, and sod as specified along Mulberry Ave (R04C037) located in Mandeville, LA.

1.2 Definitions

A. Shall – The term “shall” denotes mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – A Respondent who contracts with the Parish.

F. Parish - St. Tammany Parish Government.

G. Discussions- For the purposes of this Quote Request, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit quotes in response to this Quote Request.

H. Quote Request – The Quote Request and any attachments and amendments thereto.

I. Respondent – Person or entity responding to this Quote Request.

J. Agreement – A contract between the Contractor and the Parish.

1.3 Schedule of Events

	Date	Time (CT)
Quote Due Date	December 3, 2026	2:00 PM
Inquiry Deadline	November 24, 2026	2:00 PM
Addendum Deadline	November 30, 2026	2:00 PM

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Quote Request.

1.4 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 Contractor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Contractor's failure to download any addenda documents required to complete a submission.

All quotes shall be in writing and shall be received by the Procurement Department **no later than the date and time shown in the Schedule of Events.**

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 **The State Contractor's License Number of the Quoter (if the work is estimated at $50k or more)**
X **Quote Request Name: MULBERRY AVE DRAINAGE**
X **Quote Request #: 26-36-1**
X **Quote Due Date: THURSDAY, DECEMBER 3, 2026**

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 Contractor makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

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

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

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

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Parish requests a Contractor to provide all adequate and competent labor, equipment, tools, and materials necessary to improve drainage by removing and replacing existing structure(s), subsurface drainage pipe, catch basin, concrete driveways, and sod as specified along Mulberry Ave (R04C037) located in Mandeville, LA.

The Parish reserves the right to add, remove or otherwise modify the above, as determined necessary by the Parish and as allowed by law.

The time period for completion of the project is thirty (30) calendar days, from the issuance of the Notice to Proceed by the Parish.

Any work that may be reasonably inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

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

2.2 Period of Agreement

The term of 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.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their quote and how the proposed deliverables will be provided.

2.5 Licensing Required

Contractor shall hold the following classification: Highway, Street, and Bridge Construction

If the estimated cost of the work is $50k or more a Contractor licensed by the State to do the type of work indicated in Section 2.1 may submit a quote. The Respondent's signature on the quote certifies that he holds an active license under the provisions of Chapter 24 of the Louisiana Revised Statutes, Title 37. Failure to be properly licensed constitutes authority for the Parish to reject the quote. The Parish reserves the right to require a Contractor licensed for less than $50k depending on the requiements 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: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.1.1 Shop drawings, Brochures and Samples

After checking and verifying all field measurements, Contractor shall submit to the Parish for approval, five copies (or at the Parish's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Parish may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Parish to review the information as required.

Contractor shall also submit to the Parish, for review with such promptness as to cause no delay in work, all samples as required by the contract documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call the Parish's attention to any deviations that the shop drawings or samples may have from the requirements of the contract documents.

The Parish will review with reasonable promptness shop drawings and samples, but its review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by the Parish and shall return the required number of corrected copies of shop drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the Parish on previous submissions. Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Parish that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been reviewed by the Parish. A copy of each reviewed shop drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to the Parish.

The Parish's review of shop drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called the Parish's attention to such deviation at the time of submission and the Parish has given written approval to the specific deviation, nor shall any review by the Parish relieve Contractor from responsibility for errors or omissions in the shop drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

4.1.2 Record Drawings

The Contractor shall keep an accurate record in a manner approved by the Parish of all changes in the contract documents during construction. In work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Parish of all valves, fittings, etc. Before the work is accepted by the Parish, and said acceptance is recorded, the Contractor shall furnish the Parish a copy of this record.

Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the work, the plan will be given to the Parish.

4.1.3 Progress of Work

Contractor shall conduct the work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

The Parish shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the contract. Upon mutual consent by both parties, the Notice to

Proceed may be extended. The Contractor is to commence work under the contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Parish.

The Contractor, immediately after being awarded the contract, shall prepare and submit for the Parish's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Parish for approval.

Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all subcontractors working on the project. Meetings may be requested by the Parish at any time and at the discretion of the Parish.

4.1.4 The Parish's Right to Proceed with Portions of the Work

Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Parish shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment and materials on parts of the work. The cost incurred by the Parish in carrying on such parts of the work shall be payable by the Contractor. Such work shall be deemed to be carried on by the Parish on account of the Contractor. The Parish may retain all amounts of the cost of such work from any sum due Contractor or those funds that may become due to Contractor under the contract.

The Parish may perform additional work related to the project by itself or it may let any other direct contract which may contain similar general conditions. Contractor shall afford the other Contractors who are parties to such different contracts (or the Parish, if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its work with the subsequent work.

If any part of Contractor's work depends upon proper execution or results upon the work of any such other Contractor (or the Parish), Contractor shall inspect and promptly report to the Parish in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of its work except as to defects and deficiencies which may appear in the other work after the execution of its work.

Whatever work is being done by the Parish, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Parish may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.

Contractor shall do all cutting, fitting and patching of its work that may be required to integrate its several parts properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering work and will only alter work with the written consent of the Parish and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or the Parish is not noted in the contract documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by the Parish or others may cause additional expense or entitles an extension of the contract time, the Contractor may make a claim therefor. The claim must be in writing to the Parish within thirty (30) calendar days of receipt of notice from the Parish of the planned additional work by others.

4.1.5 Time of Completion

The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the contract time charges.

Contractor shall notify the Parish through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Parish if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

The work covered by the plans, specifications and contract documents must be completed sufficiently for acceptance within the number of calendar days specified in the quote and/or the contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Parish, that the time of completion is an essential condition of the contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Parish, then the Contractor does hereby agree, as partial consideration for the awarding of the contract, to pay the Parish as specified per **Table 4.1.7** in the contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. It is specifically understood that the Parish shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and the contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than $175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

Prior to final payment, the Contractor may, in writing to the Parish, certify that the entire project is substantially complete and request that the Parish or its agent issue a certificate of Substantial Completion.

The Parish may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to submission of its quote. Any such request must be made in writing to the Parish within seven (7) calendar days following the event occasioning the delay. The Parish shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.

2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.

3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

4.1.6 Extensions of Time for Change Orders

When a change order is issued, the Parish and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

If material has to be ordered;
Remobilization and or relocation of equipment to perform task; and
Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Parish and Contractor.

At the end of each month, the Parish or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the work, whether such delay be avoidable or unavoidable.

4.1.7 Liquidated Damages

In case the work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum per **Table 4.1.7** for liquidated damages, as stipulated in the quote and/or contract, shall be made from the total contract price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the work and acceptance thereof by the Parish. It is understood and agreed that time is of the essence to the contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Parish on account of such delay in the completion of the work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the contract price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all work executed under the contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than $175.00 per hour.

Table 4.1.7

Liquidated Damages	
Original Contract Amount	**Daily Charge**
Dollars	Dollars
0 - 250,000	500
250,000 – 1 Million	1,000
> 1 Million – 5 Million	1,500
> 5 Million – 10 Million	2,000
> 10 Million	3,000

- Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications.

4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes

The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the work in substantial conformance with the contract documents.

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. It shall at all times maintain good discipline and order at the site.

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under the contract shall be submitted for approval to the Parish when and as directed.

Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or Contractor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Parish prior to the submission of a quote. The Parish shall have the exclusive and unilateral discretion to determine quality and suitability.

Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other Contractors working on the site.

The Contractor, by entering into the contract for this work, sets itself forth as an expert in the field of construction and it shall supervise and direct the work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Contractor shall keep on the work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the Parish except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Parish specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.

Any foreman or workman employed on this project who disregards orders or instructions, does not perform his work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Parish, be removed from the work and shall be replaced by a suitable foreman or workman.

The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.

Failure of the Contractor to keep the necessary qualified personnel on the work shall be considered cause for termination of the contract by the Parish.

Only equipment in good working order and suitable for the type of work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Parish harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of

equipment necessary for the completion of the work shall be removed from the job site without approval of the Parish.

All Federal, State and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. It is the responsibility of the Contractor to obtain tax exemption if applicable. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.

In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Parish an affidavit stating that all applicable sales taxes for materials used on this project have been paid.

During the period that the contract is in force, neither party to the contract shall solicit for employment or employ an employee of the other.

All materials or equipment shown on the drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the designer, or the Parish if no separate designer.

If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the designer in making its decision.

The decision of the designer/the Parish shall be given in good faith and shall be final.

The Contractor may be required to post in each direction a public information sign, 4’ x 4’ in **size, at the location of the project containing information required by the Parish. The Parish will** supply this information. Additional specifications regarding signage are attached hereto as Attachment “C”.

4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work

Whenever the estimated quantities of work to be done and materials to be furnished under the contract are shown in any of the documents, such are given for use in comparing quotes and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Parish to complete the work contemplated by the contract. Such increase or diminution shall in no way vitiate the contract, nor shall such increase or diminution give cause for claims or liability for damages.

The Parish shall have the right to make alterations in the line, grade, plans, form or dimensions of the work herein contemplated, provided such alterations do not change the total cost of the project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-

five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total contract price, computed on the basis of the proposal quantity and the contract unity price). Should it become necessary, for the best interest of the Parish, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the work and without notice to the sureties. If such alterations diminish the quantity of work to be done, such shall not constitute a claim for damages for anticipated profits for the work dispensed with, but when the reduction in amount is a material part of the work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Parish for overhead and equipment charges which it may have incurred in expectation of the quantity of work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of work, the increase shall be paid according to the quantity of work actually done and at the price established for such work under the contract except where, in the opinion of the Parish, the Contractor is clearly entitled to extra compensation.

Without invalidating the contract, the Parish may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Parish. All the work of the kind bid upon shall be paid for at the price stipulated in the quote, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the Parish.

Extra work for which there is no price or quantity included in the contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Parish and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Parish may, at its exclusive and unilateral discretion, order the Contractor to do such work on a force account basis.

In computing the price of extra work on a force account basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the project for the extra work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

If the Contractor is required to rent equipment for extra work, but not required for contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost is to be charged shall be agreed upon in writing before the work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

No compensation for expenses, fees or costs incurred in executing extra work, other than herein specifically mentioned herein above, will be allowed.

A record of extra work on force account basis shall be submitted to the Parish on the day following the execution of the work, and no less than three copies of such record shall be made on suitable forms and signed by both the Parish or its representative on the project and the Contractor. All bids for materials used on extra work shall be submitted to the Parish by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

Payment for extra work of any kind will not be allowed unless the same has been ordered in writing by the Parish.

4.1.10 Injuries to Persons and Property

The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Parish or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the work, whether within the limits of the work or elsewhere under the contract proper or as extra work. This requirement will apply continuously and not be limited to normal working hours or days. The Parish's construction review is for the purpose of checking the work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Parish in the event it becomes necessary for the Parish to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than $175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Parish may request that security be placed on the premises to ensure and secure same. The Parish shall exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Parish. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or

any other building or property whatsoever to a like condition as existed prior to such damage or injury.

In case of failure on the part of the Contractor to restore such property or make good such damage, the Parish may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its contract.

Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of the contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

As to any and all claims against the Parish, its agents, assigns, representatives or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

No road shall be closed by the Contractor to the public except by written permission of the Parish. If so closed, the Contractor shall maintain traffic over, through and around the work included in his contract, with the maximum practical convenience, for the full twenty-four hours of each day of the contract, whether or not work has ceased temporarily. The Contractor shall notify the Parish at the earliest possible date after the contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The convenience of the general public and residents along the works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor.

This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The Contractor shall arrange its work so that no undue or prolonged blocking of business establishments will occur.

Material and equipment stored on the right of way or work site shall be so placed and the work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.

During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the work.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.

The Contractor shall not, without the written permission of the Parish, do work for a resident or property owner Parish abutting the work at the time that this work is in progress.

No work of any character shall be commenced on railroad right-of-way until the railroad company has issued a permit to the Parish and has been duly notified by the Contractor in writing (with a copy forwarded to the Parish) of the date it proposes to begin work, and until an authorized representative of the railroad company is present, unless the railroad company waives such requirements. All work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the railroad company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the railroad company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the railroad company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the railroad company in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any work is done within railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the railroad.

The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the work and safety of the public.

The Contractor shall erect warning signs beyond the limits of the project, in advance of any place on the project where operations interfere with the use of the road by traffic, including all intermediate points where the new work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon.

All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

Whenever traffic is maintained through or over any part of the project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.

The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Parish to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

4.1.11 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

4.1.12 Rights of Way

The Parish will furnish the Contractor with all necessary rights-of-way for the prosecution of the work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the work.

It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights of way as the Parish may have previously acquired. Any delay in furnishing these lands by the Parish can be deemed proper cause for adjustment in the contract amount and/or in the time of completion.

4.1.13 Protection and Restoration of Property and Landscape

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Parish, as well as the private property owner and/or and private property lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the work shall be carefully removed when the work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the

operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the owner.

The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Parish and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the quote.

When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

4.1.14 Contractor's Responsibility for Work

Until final acceptance of the work by the Parish as evidence by approval of the final estimate, the work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the work; unless otherwise provided for elsewhere in the specifications or contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Parish, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect the work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and hold harmless the Parish against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or subcontractors.

4.1.15 Tests and Inspections; Correction and Removal of Defective Work

Contractor warrants and guarantees to the Parish that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all

faulty or defective work and all work not conforming to the requirements of the contract documents at the time of acceptance shall be considered defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Parish the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the contract documents shall be performed by organizations acceptable to the Parish and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

Contractor shall give the Parish timely notice of readiness of the work for all inspections, tests or approvals. If any such work required to be inspected, tested or approved is covered without written approval of the Parish, it must, if requested by the Parish, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given the Parish timely notice of its intention to cover such work and the Parish has not acted with reasonable promptness in response to such notice.

Neither observations by the Parish nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the work in accordance with the requirements of the contract document.

The Parish and its representatives will at reasonable times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

If any work is covered contrary to the written request of the Parish, it must, be uncovered for the Parish’s observation and replaced at Contractor's expense. If any work has been covered which the Parish has not specifically requested to observe prior to its being covered, or if the Parish considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Parish's request, shall uncover, expose or otherwise make available for observations, inspections or testing as the Parish may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, the Parish may order Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Parish to stop the work shall not give rise to any duty on the part of the Parish to exercise this right for the benefit of Contractor or any other party.

Prior to approval of final payment, Contractor shall promptly, without cost to the Parish and as specified by the Parish, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the Parish, remove it from the site and replace it

with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Parish, the Parish may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all work of others destroyed or damaged by its correction, removal or replacement of its defective work.

If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to the Parish and in accordance with the Parish's written instructions, either correct such defective work or if it has been rejected by the Parish, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, the Parish may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Parish in the event it becomes necessary for the Parish to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than $175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

If, instead of requiring correction or removal and replacement of defective work, the Parish (and prior to approval of final payment) prefers to accept it, the Parish may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the contract documents, including appropriate reduction in the contract price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to the Parish.

If Contractor should fail to progress the work in accordance with the contract documents, including any requirements of the progress schedule, the Parish, after seven (7) days written notice to Contractor, may, without prejudice to any other remedy the Parish may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the contract documents including an appropriate reduction in the contract price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Parish.

The Parish may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed work. These representatives shall be governed by the same restrictions placed on the Parish by these specifications. The governing body of the Federal, State or local government exercising authority in the area of the work may appoint representatives to observe the progress and quality of the work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

The Contractor shall be responsible for the faithful execution of its contract and the presence or absence of the Parish's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.

The Contractor shall notify the Parish and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin work so the Parish may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the work and to the preparation or manufacture of materials to be used whether within the limits of the work or at any other place.

The Parish or its representatives shall have free access to all parts of the work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Parish all information relating to the work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any work done by it.

No verbal instructions given to the Contractor by the Parish, project representative or any of their agents shall change or modify the written contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

4.1.16 Subsurface Conditions

It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the work includes all of the costs involved for work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its quote and acceptance by the Parish, all of the subsurface conditions normal or unusual that might be encountered in the location of the work.

Should the Contractor encounter during the progress of the work subsurface conditions at the site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Parish shall be directed to such conditions before the conditions are disturbed. If the Parish finds that the conditions materially differ from those shown on the drawings or indicated in the specifications, it shall at once make such changes in the drawings or specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for extra work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Parish.

4.1.17 Removal and Disposal of Structures and Obstructions

Respondent shall thoroughly examine the site of the work and shall include in its quote the cost of removing all structures and obstructions in the way of the work.

The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the quote.

If called for in the special conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner Parish, otherwise at accessible points along the improvements. Materials in structures which are the property of the Parish or property of any public body, private body or individual which is fit for use elsewhere, shall remain

property of the original owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Parish with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

4.1.18 The Parish's Right to Occupancy

The Parish shall have the right to use, at any time, any and all portions of the work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the contract or be construed as constituting an acceptance of any part of the work.

The Parish shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's work.

4.1.19 Survey Horizontal and Vertical Control

The Parish shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its work. Contractor shall be responsible for surveying and laying out the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Parish. Contractor shall report to the Parish whenever any reference point is lost or destroyed and the Parish shall decide if the reference point shall be replaced by its or the Contractor's forces.

The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the work.

If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Parish to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

4.2 Compliance With Applicable Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affected the work or its prosecution. These laws, rules, regulations, and/or ordinances will be deemed to be included in the contract, as though herein written in full.

4.3 Site Visitation

Each Respondent shall visit the site of the proposed work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Quote Request.

Respondent shall also thoroughly examine and be familiar with drawings, specifications, and contract documents. The failure or omission of any Respondent to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Respondent from any obligation with respect to its quote and obligations under the contract.

PART V: GENERAL PROVISIONS

5.1 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.

5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the quote. The cost quote will not be considered confidential under any circumstance. Any quote copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the quote that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the quote with the following legend, specifying the specific section(s) of his quote sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____of the quote have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this quote, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing respondent or other person seeks review or copies of another respondent's confidential data, the Parish will notify the Parish of the asserted data of the request.

If the Parish of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the Parish of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any quote, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the quote. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your quote contains confidential information, you should also submit a redacted copy along with your quote. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

5.3 Quote Clarifications Prior to Submittal

5.3.1 Pre-Quote Conference

Omitted as not applicable to this Quote Request.

5.3.2 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.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the quote documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date and time set forth in Section 1.3 Schedule of Events of this Quote Request. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

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

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

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network)https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1

85 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.

5.4 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.

5.5 Performance Bond

For projects costing twenty-five thousand dollars ($25,000) or more, the successful Respondent shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the project cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful Respondent and the Parish. The contract shall not be in force or binding upon the Parish until such satisfactory bond has been provided to and approved by the Parish. The cost of the bond shall be paid by the Contractor.

Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Should the Contractor's surety, even though approved and accepted by the Parish, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new bond in another company approved by the Parish, at no cost to the Parish. The new bond shall be executed under the same terms and conditions as the original bond. The new bond shall be submitted within thirty (30) days of such time as the Parish notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Parish may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.

The Contractor's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Parish reserves the right to do extra work or make changes by altering, adding to deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

The bond shall also secure for the Parish the faithful performance of the contract in strict accordance with plans, specifications, and other contract documents. It shall protect the Parish against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Parish occurring through failure of the Contractor to perform.

The surety of the Contractor shall declare and acknowledge itself by acceptance of the contract to be bound to the Parish as a guarantor, jointly and *in solido*, with the Contractor, for fulfillment of terms of the contract.

The performance bond forming part of the contract shall be continued by Contractor and its surety for a period of one (1) year from date of acceptance of the work/project by the Parish to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of the Parish or others as a result of such defective materials, equipment, workmanship, etc.

5.6 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or 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.

5.7 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.

5.8 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.

5.9 Waiver of Administrative Informalities

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

5.10 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.

5.11 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.

5.12 Cost of Offer Preparation

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

5.13 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.

5.14 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.

5.15 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.

5.16 Prime Contractor Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his quote whether or not he produces or provides them. The Parish shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5.17 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this Quote Request. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a quote in response to this Quote Request, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the Parish urges the prime Contractor to use Louisiana Contractors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

Information required of the prime Contractor under the terms of this Quote Request, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance. Nothing in the contract documents shall create any contractual relationship between the Parish and any subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Parish to pay or to see to the payment of any monies due any subcontractor.

The Contractor shall indemnify and hold harmless the Parish and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Contractor's failure to bind every subcontractor and Contractor's surety to all of the applicable terms and conditions of the contract documents.

5.18 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.

5.19 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.

5.20 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.

5.21 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.

5.22 Contract Award and Execution

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

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

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

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

The Parish intends to award to a single Respondent.

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

5.23 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. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Parish, the Parish may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Respondent.

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

5.24 Affidavits

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

5.25 Insurance Requirements

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

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

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

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

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

Date of Issue: Certificate must have current date.

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

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

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

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

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

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

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

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

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

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least $1,000,000 per Occurrence/$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

    a) Premises - operations;
    b) Broad form contractual liability;
    c) Products and completed operations;
    d) Personal Injury;
    e) Broad form property damage;
    f) Explosion and collapse.

2. 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.

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

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

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

4. 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.

5. 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.

6. Owner Protective Liability (OPL) (formerly Owner and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of $1,000,000 combined single limit (CSL) each occurrence, $2,000,000 aggregate. Any project valued in excess of $3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

7. Builder's Risk Insurance written on an "all-risk" or equivalent policy form shall be furnished by Contractor and carried which said insurance shall be in the full value, plus the value of subsequent contract modifications, if any, and cost of materials supplied or installed by others, comprising 100% total value. Deductibles should not exceed $5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

8. Installation Floater Insurance, on an "all-risk" form, shall be furnished by Contractor and carried on this project for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for any and all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Installation Floater Insurance.

   Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.

9. Contractor's Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars ($1,000,000) per claim with Two Million Dollars ($2,000,000) annual 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. A claims-made form may be acceptable by the Parish under the following conditions: 1) the retroactive date must be placed 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) certification is provided that the liability policy contains an Extended Reporting Period "tail" providing continuation of coverage for at least twenty-four (24) months following the completion of Contractor's services/work.

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

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

of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

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

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

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

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

For inquiries regarding insurance requirements, please contact:
St. Tammany Parish Government
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org

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

5.26 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

5.27 Indemnification and Limitation of Liability

5.27.1 Duty to Defend

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

5.27.2 Contractor Liability

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

5.27.3 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.

5.27.4 Indemnification

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

5.27.5 Intellectual Property Indemnification

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

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

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

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

5.28 Payment

5.28.1 Payment for Services

Monthly certificates for partial payment, in a form approved by the Parish, shall be transmitted to the Parish upon receipt from the Contractor and acceptance by the Parish. When the contract price is less than five hundred thousand dollars ($500,000), these certificates shall be equal to ninety percent (90%) of both the work performed and materials stored at the site. Partial payment certificates shall include only work, materials and equipment that are included in an official work order and which meet the requirements of plans, specifications and contract documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.

After final completion and acceptance by the Parish of the entire work, the Parish shall issue to the Contractor a Certificate of Payment in a sum sufficient to increase total payments to ninety percent (90%) of the contract price.

The final payment certificate of the remaining ten percent (10%) of the contract price, minus any deduction for deficient or defective Work or other applicable deductions, will be issued by the Parish forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Parish a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the work is performed to the effect that no liens have been registered against contract work.

When, in the opinion of the Contractor, the work provided for and contemplated by the contract documents has been substantially completed, the Contractor shall notify the Parish in writing that the work is substantially complete and request a final inspection. The Parish shall proceed to perform such final inspection accompanied by the Contractor. Any and all work found by this

inspection to be defective or otherwise not in accordance with the plans and specifications shall be corrected to the entire satisfaction of the Parish and at the sole expense of the Contractor. If the contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such work has been satisfactorily completed.

If payment is requested on the basis of materials and equipment not incorporated in the work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Parish, as will establish Parish's title to the material and equipment and protect its interest therein, including applicable insurance.

Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.

Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.

The Quote Request (with the Respondent’s quote), unless otherwise modified in writing, and the contract constitute the complete project. The contract prices constitute the total compensation payable to Contractor and the cost of all of the work and materials, taxes, permits and incidentals must be included into the quote submitted by the Contractor and included into those items listed on the Quote Request.

Any additional supporting data required by the Parish in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Parish.

The Parish may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:

(1) Defective and/or inferior work;
(2) Damage to the property of the Parish or others caused by Contractor;
(3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;
(4) Failure by Contractor to pay taxes due on materials used on this project;
(5) Damage by Contractor to another Contractor;
(6) Insolvency;
(7) Bankruptcy, voluntary or involuntary;
(8) Revocation of corporate status;
(9) Failure to follow corporate formalities;
(10) Unprofessional activities;
(11) Unworkmanlike performance; and/or
(12) Fraud and/or misrepresentation of any kind.

5.28.2 Acceptance and Final Payment(s)

Upon receipt of written notice from Contractor that the work is substantially complete and usable by the Parish in a suitable manner, the Parish and the Contractor shall jointly inspect the work.

If the Parish by inspection determines that the work is not substantially complete in a suitable manner for its use, then the Parish shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Parish is afforded an opportunity to amend said notices as are reasonably possible.

If the Parish by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by the Parish in the event that additional deficiencies are discovered. Any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period.

Upon determination of substantial completeness with the punch list, the contract time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty-day period, then the contract time will begin to run again and will include for purposes of determining liquidated damages the thirty-day period the grace period being withdrawn.

Upon receipt by the Parish of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Parish shall provide a written acceptance to the Contractor who shall record the Parish’s written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.

Retainage monies, minus those funds deducted in accordance to the requirements of this agreement, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of the Parish's acceptance provided the following:

> Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;
>
> Ensure that the official representative of the Parish has accepted as per LSA-R.S. 38:2241.1, et seq. and that all following subsections have been properly satisfied as per law;
>
> Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;

Ensure accurate and proper legal descriptions;

Properly identify all parties and/or signatories;

Properly identify all mailing addresses;

Correctly set for the amount of the contract, together with all change orders;

Set out a brief description of the work performed;

Reference to any previously recorded contract, lien or judgment inscription that may affect the property;

Certification that substantial completion has occurred, together with any applicable date(s);

Certification that no party is in default and/or that the project has been abandoned.

After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to the Parish. The Parish shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

5.29 Termination

5.29.1 Termination of the Contract for Cause

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

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

5.29.2 Termination of the Contract for Convenience

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

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

5.29.3 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.

5.29.4 Effects of Termination

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

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

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

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

5.29.5 Default of Contractor

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

5.30 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the

Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.31 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.

5.32 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.

5.33 Civil Rights Compliance

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

5.34 Record Retention

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

5.35 Record Ownership

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

5.36 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the Quote Request and/or the Contractor's quote, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Quote Request and subsequent addenda (if any) and finally, the Contractor's quote.

5.37 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this Quote Request shall be made without the prior written approval of the Parish. If any additional work is performed by the Contractor without such written approval, the cost of the work will be borne solely by the Contractor and will not be reimbursed by the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract and/or change order.

5.38 Substitution of Personnel

The Parish intends to include in any contract resulting from this Quote Request the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s quote.

5.39 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.

5.40 Anti-Kickback Clause

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

5.41 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which

prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.42 Energy Policy and Conservation Act

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

5.43 Clean Water Act

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

5.44 Anti-Lobbying and Debarment Act

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

ATTACHMENT “A”

Quote Pricing Sheet

Mulberry Ave Drainage

Quote# 26-36-1

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: _____

Total quote amount (Dollars): $_____

Total quote amount (Written): _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

QUOTE
UNIT PRICE FORM

TO:

St. Tammany Parish Government

21454 Koop Drive, Suite 2F

Mandeville, LA. 70471

(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

QUOTE FOR:

Mulberry Ave Drainage

Quote No. 26-36-1

(OWNER TO PROVIDE PROJECT NAME & OTHER IDENTIFYING INFO)

UNIT PRICES: This form shall be used for any & all work required by the Quote Documents & described as unit prices. Amounts shall be stated in figures & only in figures.

Description:	☑ BASE QUOTE OR ☐ ALT	Mobilization		
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
727-01	1	Lump Sum		
Description:	☑ BASE QUOTE OR ☐ ALT	Temporary Signs and Barricades		
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
713-01	1	Lump Sum		
Description:	☑ BASE QUOTE OR ☐ ALT	Storm Drain Pipe (15" Equivalent RCPA)		
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
701-04-01000	128	Linear Foot		
Description:	☑ BASE QUOTE OR ☐ ALT	Storm Drain Pipe (24" Equivalent RCPA)		
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
701-04-01040	72	Linear Foot		

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

UNIT PRICES: This form shall be used for any & all work required by the Quote Documents & described as unit prices. Amounts shall be stated in figures & only in figures.

Description:	☑ BASE QUOTE OR ☐ ALT		Catch Basin (CB-01)	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
702-03-00100	3	Each		
Description:	☑ BASE QUOTE OR ☐ ALT		Remove/Replace Concrete Driveway (6")(72HR High-Early)	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
706-02-00200	110	Square Yard		
Description:	☑ BASE QUOTE OR ☐ ALT		Class A Concrete (Pipe Headwalls)	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
805-01-00200	6	Each		
Description:	☑ BASE QUOTE OR ☐ ALT		Centipede Sod	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
714-01-00700	200	Sqaure Yard		
Description:	☑ BASE QUOTE OR ☐ ALT		Driveways, Turnouts and Miscelleneous (Level A Superpave With PG 67-22)	
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**
502-01-00200	15	Ton		
Description:	☐ BASE QUOTE OR ☐ ALT			
REF NO.:	**QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**UNIT PRICE EXTENSION (Quantity times unit price)**

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

Remove/Replace Driveway Culverts & Concrete Driveways

Item	Description	Length	Width	Quantity	Unit
	General Notes: **1.** Contractor shall field verify all quantities and measurements. **2.** Contractor shall be responsible for locating and protecting all existing utilities. **3.** Two-way traffic shall be maintained at all times during construction. Contractor shall have flagmen on both ends of work zone. If Police details are used for traffic control this does not take the place of flag men. **4.** **Construction work shall not begin until signs, barricades, project signs and other traffic devices have been erected and approved. Contractor shall maintain project and construction signs.** **5.** All existing sanitary/storm sewer lines shall be tied-in at no direct pay. **6.** Asphalt and concrete driveway tie-ins shall be tied in to existing surface material if in good shape. **7.** Any **additional work** performed by the contractor **without prior written approval** from St Tammany Parish Department of Public Works, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish. **8.** Contractor shall ensure roadway and shoulders drain accordingly without any surface ponding or bird baths after rain events. Contractor shall be required to fix these deficiencies at no direct pay. **9.** Roads and surrounding areas shall be dressed after 3 calendar days and no later than 10 calendar days of final asphalt wearing course. Late Fee of $1.00 per Linear Foot per Calendar Day shall be charged if not completed with the specified time frame.				
	Project Summary: All labor, materials, equipment and supervision necessary to remove/replace driveway culverts & concrete driveways.				
727-01	**Mobilization**: All labor and materials necessary to accomplish preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site. Mobilization costs shall follow the rules called out in the LA DOTD Standard Specifications for Roads and Bridges, Sec. 727. Latest Edition			**1**	**Lump Sum**

Remove/Replace Driveway Culverts & Concrete Driveways

Item	Description	Length	Width	Quantity	Unit
713-01	**Temporary Signs and Barricades:** All labor, materials, equipment and supervision necessary to furnish, install, maintain and remove temporary construction barricades, precast concrete barriers, lights, signals, pavement markings and signs, **including project signs**; providing flaggers; and complying with all other requirements regarding the protection of the work, workers and safety of the public. Unless otherwise noted in the plans or special provisions this work also includes traffic control management in compliance with contract documents and the Manual on Uniform Traffic Control Devices (MUTCD), including the installation, inspection, maintenance, and removal of all traffic control devices on the project. This item shall not be construed to relieve the contractor of responsibilities for the safety of the public, for liability in connection therewith, or compliance with State and local laws or ordinances. Signs, barricades, barriers, channelizing devices, pavement markings, etc., shall comply with plan details, the MUTCD and Section 713 of LADOTD Standard Specifications for Roads and Bridges, Latest Edition. Construction work shall not begin until signs, barricades, project signs and other traffic devices have been erected and approved.			**1**	**Lump Sum**
701-04-01000	**Storm Drain Pipe (15" Equivalent RCPA)**: All labor, materials and equipment necessary to remove/replace **15"** Equivalent RCPA. Item shall include all required saw-cutting, excavation, backfill material and embankment. Item shall include removal and replacement of all unsuitable material as identified by St. Tammany Parish Public Works Department personnel. All pipe joints shall be wrapped with suitable geotextile fabric. Contractor installed pipe shall be cleaned of all debris and other materials prior to final acceptance. Storm drain pipe installation shall be in accordance with Section 701 of LADOTD Standard Specifications		Address 258- 24' #258-24' #245-24' #200-24' #110-24' #149- 8' going form the roadside ditch into the lateral ditch	**128**	**Linear Foot**
701-04-01040	**Storm Drain Pipe (24" Equivalent RCPA):** All labor, materials and equipment necessary to remove/replace **24" RCP**. Items shall include all required saw-cutting, excavation, backfill material and embankment. Item shall include removal and replacement of all unsuitable material as identified by St. Tammany Parish Engineering Department personnel. All pipe joints shall be wrapped with suitable geotextile fabric. Contractor installed pipe shall be cleaned of all debris and other materials prior to final acceptance. Side drain pipe installation shall be in accordance with Section 701 of LADOTD Standard Specifications, Latest Edition.		Address 149, both driveways- 24' each driveway Address 101, the first 24' of the yard starting at address 149.	**72**	**Linear Foot**
702-03-00100	**Catch Basin (CB-01):** All labor, materials, equipment and supervision necessary to furnish and install catch basin in accordance with LADOTD Standard Specifications for Roads and Bridges, Section 702. **Catch Basin can be pre-cast, poured in place or bricked.**			**3**	**Each**

Remove/Replace Driveway Culverts & Concrete Driveways

Item	Description	Length	Width	Quantity	Unit
706-02-00200	**Remove/Replace 6" Concrete Driveway (72 HR High Early):** All labor, materials, equipment and supervision necessary to, in accordance with these specifications, Remove/Replace Concrete Driveway in accordance with LA DOTD Standard Specifications for Roads and Bridges, Section 706 and Section 202.02, Latest Edition. Contractor shall be responsible for removal of all unsuitable base materials to a depth of 12" below the bottom grade of the new 6" thick concrete panel. Replacement materials shall be river or pumped sand. Base repair and/or patch is not limited to a square yardage quantity, but may include the entire panel if directed by Department of Public Works inspection staff. Concrete will be 4000# with micro fibers. Any damage caused by contractor operations shall be repaired immediately at no direct pay.			**110**	**Square Yard**
805-01-00200	**Class A Concrete (Pipe Headwalls):** All labor and materials necessary to install (2) head walls at locations shown on the field notes. Headwalls are to be 4" thick with 4000 psi concrete. Work shall be done in accordance with LA DOTD Standard Specifications for Roads and Bridges, Sec. 805. All debris is to be removed at no direct pay.			**6**	**Each**
714-01-00700	**Centipede Sod:** All labor, materials, equipment, and supervision to install slab sodding to disturbed or new areas. Plant, roll, and water the sod where needed. Water sod until rooted. Sod must be delivered and laid green free from brown spots			**200**	**Square yard**
502-01-00200	**Driveways, Turnouts and Miscellaneous (Level A Superpave With PG 67-22):** All labor, materials, equipment and supervision necessary to furnish and construct one or more courses of asphaltic concrete mixture applied in conformance with LA DOTD Standard Specifications for Roads and Bridges. Mixture shall be Type A Superpave according to the 2026 Edition of LA Standard Specifications for Roads and Bridges. Subject to the specifications herein, and corresponding to the mixture selected, equipment and processes shall adhere to Section 503 in the 2026 Edition of LA Standard Specifications for Roads and Bridges. The use of a LADOTD approves material transfer vehicle (MTV) is allowed, but not required unless specified. Tie-ins shall be 8' deep beginning at the edge of the new asphalt roadway. Driveways shall be paved to the back of ditch. If elevation of driveway is too high for new paving, it shall be milled. The use of a LADOTD approves material transfer vehicle (MTV) is allowed, but not required unless specified.			**15**	**Ton**

Bond No.:_____

CONTRACT AGREEMENT

BETWEEN PARISH AND CONTRACTOR

BY: ST. TAMMANY PARISH GOVERNMENT

WITH: «TXTCOMPANYNAME»

UNITED STATES OF AMERICA

STATE OF LOUISIANA

ST. TAMMANY PARISH

SAMPLE

This agreement is entered into this_____day of_____, 20___, by and between: «TXTCOMPANYNAME», hereinafter called the "Contractor", whose business address is «TXTADDRESS», «TXTCITY», «TXTSTATE» «txtZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «TXTPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

1. SCOPE OF SERVICES

«txtScopeSummary»

2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.

3. TIME FOR COMPLETION

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» () calendar days from and after said date.

SAMPLE

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal».

5. RETAINAGE

A retainage fee will be applied to all contracts with a total price of $100,000.00 or more. For contracts priced between $100,000.00 and $499,999.99, the retainage shall be 10% of the amount. For contracts priced at $500,000.00 or more, the retainage shall be 5%. Retainage will be deducted from each payment and released in accordance with the contract closeout and acceptance requirements.

6. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened _____,
(Name of Attorney in Fact)
herein acting for _____, a corporation organized
(Surety)
and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as

SAMPLE

surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example, workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said surety agrees and is bound to so perform the Contract and make said payment(s).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S.

SAMPLE

23:1061, and as may be amended.

7. LIABILITY AND INDEMNIFICATION

A. Duty to Defend

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

B. Contractor Liability

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

SAMPLE

partners or subcontractors.

C. Force Majeure

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

D. Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur

SAMPLE

or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

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

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

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such

SAMPLE

product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

SAMPLE

8. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or

in the work to be done under it, or the giving by the Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

9. 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 Contractor and accepted by the Parish, and all payments required to be made to the Contractor have been made.

1. Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after the receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days,

SAMPLE

begin in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

2. Termination of the Contract for Convenience

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

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

3. Termination for Non-Appropriation of Funds

SAMPLE

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.

Upon termination, the Contractor 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 Contractor 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 Contractor's personal and administrative files.

B. Cancellation

SAMPLE

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 Contractor with thirty (30) days' notice. The Parish will also supply Contractor thirty (30) days' notice that the work is to be reinstated and resumed in full force. Contractor 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.

SAMPLE

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

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

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

SAMPLE

G. As to the filing of voluntary or involuntary bankruptcy by Contractor, Contractor 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 Contractor 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 Contractor as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor 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 Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an

SAMPLE

additional provision, that Contractor supply 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.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterpart, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CONTRACTOR:

_____
Signature

_____
Print Name

_____
Title

_____
Date

SAMPLE

Bond No.:_____

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

_____
(Surety)

_____
Signature

_____
Print Name

SAMPLE

INSURANCE REQUIREMENTS*

Construction Project: Mulberry Ave Drainage

Quote#: 26-36-1

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.

☑ 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 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 to include coverage for, but not limited to: negligence, mistakes, faulty workmanship, improper installation, not following design specifications, etc. 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.)

☐ 7. **Owners Protective Liability (OPL)** shall be furnished by the Contractor and shall provide coverage in the minimum amount of $1,000,000 CSL each occurrence / $1,000,000 aggregate. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy**.

☐ 8. **Builder's Risk Insurance** written as an "all-risk" policy providing coverage in an amount at or greater than one hundred percent (100%) of the completed value of the contracted project. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed $5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy**.

☐ 9. **Installation Floater Insurance**, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy**.

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

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

AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS

STATE OF _____

PARISH/COUNTY OF _____

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

_____

Print Name

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

1. That affiant is appearing on behalf of _____, who is seeking a public contract with St. Tammany Parish Government.

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

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

4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

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

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

_____

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS_____, DAY OF _____, 202__.

_____

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

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

STATE OF _____

PARISH/COUNTY OF _____

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

_____
Print Name

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

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.

2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and

3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

_____

Printed Name: _____

Title: _____

Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS_____, DAY OF _____, 202__.

_____

Notary Public

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 DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FU LL 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 ACCEPTINGEACH 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

_____

Sample

Attachment F

Certificate of Insurance Instructions

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

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

    From the Insurance Requirement form:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:
Contract #:

(Name St. Tammany Parish Government as an additional insured).

CERTIFICATE HOLDER

St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sample

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