



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

### NOTICE OF REQUEST FOR PROPOSALS

St. Tammany Parish Government is seeking responses for the following project:

#### **RFP# 20-25-3 – Tammany Utilities Grass Cutting**

Responses will be received by the Department of Procurement, until **2:00 p.m. CST Wednesday, January 13, 2021**. RFP responses will be opened publicly at the physical location as stated in Section 1.4 of the RFP documents and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date.

The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

**Specifications may be obtained online at <http://www.stpgov.org/> it is the Vendor's responsibility to check the Parish website 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.**

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

**REQUEST FOR PROPOSAL**  
**ST. TAMMANY PARISH GOVERNMENT**  
**TAMMANY UTILITIES GRASS CUTTING**



**RFP Number: 20-25-3**

**Proposal Opening Date: January 13, 2021**

**Proposal Opening Time: 2:00 PM**

**December 15, 2020**

Version 2018 Q1

<b>TABLE OF CONTENTS</b>
--------------------------

PART I: OVERVIEW.....	1
1.1 Background/Purpose.....	1
1.2 Definitions .....	1
1.3 Schedule of Events.....	2
1.4 Proposal Submittal.....	2
1.5 Proposal Response Format.....	3
PART II: SCOPE OF WORK/SERVICES.....	5
2.1 Scope of Work/Services.....	5
2.2 Period of Agreement.....	5
2.3 Price Schedule.....	6
2.4 Deliverables .....	6
2.5 Location .....	6
PART III: EVALUATION .....	6
PART IV: PERFORMANCE STANDARDS .....	6
4.1 Performance Requirements.....	6
4.2 Performance Measurement/Evaluation.....	7
PART V: GENERAL PROVISIONS .....	7
5.1 Legibility/Clarity .....	7
5.2 Confidential Information, Trade Secrets, and Proprietary Information.....	7
5.3 Proposal Clarifications Prior to Submittal.....	8
5.3.1 Pre-proposal Conference.....	8
5.3.2 Proposer Inquiry Periods.....	8
5.4 Errors and Omissions in Proposal.....	9
5.5 Proposal Guarantee .....	9
5.6 Performance Bond .....	9
5.7 Changes, Addenda, Withdrawals.....	9
5.8 Withdrawal of Proposal .....	9
5.9 Material in the RFP.....	9
5.10 Waiver of Administrative Informalities.....	10
5.11 Proposal Rejection .....	10
5.12 Ownership of Proposal.....	10
5.13 Cost of Offer Preparation.....	10
5.14 Non-negotiable Contract Terms.....	10
5.15 Taxes.....	10
5.16 Proposal Validity .....	10
5.17 Prime Contractor Responsibilities .....	11
5.18 Use of Subcontractors.....	11
5.19 Written or Oral Discussions/Presentations .....	11
5.20 Acceptance of Proposal Content.....	11
5.21 Evaluation and Selection .....	11
5.22 Contract Negotiations .....	12
5.23 Contract Award and Execution.....	12
5.24 Acknowledgment and Waiver of Protest Rights.....	13

5.25	Notice of Intent to Award .....	13
5.26	Insurance Requirements.....	13
5.27	Subcontractor Insurance .....	13
5.28	Indemnification and Limitation of Liability .....	13
5.29	Fidelity Bond Requirements .....	14
5.30	Payment .....	14
5.30.1	Payment for Services .....	14
5.31	Termination.....	15
5.31.1	Termination of the Contract for Cause .....	15
5.31.2	Termination of the Contract for Convenience .....	15
5.31.3	Termination for Non-Appropriation of Funds .....	15
5.32	Assignment .....	15
5.33	No Guarantee of Quantities .....	16
5.34	Audit of Records.....	16
5.35	Civil Rights Compliance.....	16
5.36	Record Retention .....	16
5.37	Record Ownership .....	16
5.38	Content of Contract/ Order of Precedence.....	16
5.39	Contract Changes.....	17
5.40	Substitution of Personnel.....	17
5.41	Governing Law .....	17
5.42	Anti-Kickback Clause.....	17
5.43	Clean Air Act.....	17
5.44	Energy Policy and Conservation Act.....	17
5.45	Clean Water Act.....	18
5.46	Anti-Lobbying and Debarment Act .....	18

Attachment “A” – Pricing Sheet and Project Specifications

Attachment “B” – Sample Contract

Attachment “C” – Acknowledgment and Waiver

Attachment “D” – Insurance Requirements

Attachment “E” – Hold Harmless Agreement

Attachment “F” – Affidavits

Attachment “G” - Sample Scoring Matrix

Attachment “H” - Drawing

**REQUEST FOR PROPOSAL  
FOR  
TAMMANY UTILITIES GRASS CUTTING**

**PART I: OVERVIEW**

**1.1 Background/Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Proposers who are interested in providing grass cutting services at all treatment plants, water well sites and lift stations operated by Tammany Utilities West. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

**1.2 Definitions**

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Proposer who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. RFP – Request for Proposal.
- I. Proposer – Person or entity responding to this RFP.
- J. Agreement – A contract between the Contractor and the Parish.
- K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	December 16, 2020	8:00 AM
2. Pre-Proposal Conference (if required):*	Not Applicable	
3. Deadline to receive written inquiries	January 4, 2021	2:00 PM
4. Deadline to answer written inquiries	January 8, 2021	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	January 13, 2021	2:00 PM
6. Oral discussions with proposers, if applicable	To be Scheduled	
7. Notice of Intent to Award to be mailed	To be scheduled	
8. Contract Initiation	To Be Scheduled	

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

### 1.4 Proposal Submittal

This RFP may be obtained online at <http://www.stpgov.org/>.

It is the Proposer's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

All proposals 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:**

- X **Name and Address of Proposer**
- X **Proposal Name: TAMMANY UTILITIES GRASS CUTTING**
- X **RFP #: 20-25-3**
- X **Proposal Opening Date: Wednesday, January 13, 2021**

Proposals 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

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

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### 1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be submitted to the Parish before contract award.**

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;

2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer should specifically provide a description of all relevant consulting assignments similar to the Project requested herein which have been completed by the Proposer within the last three (3) years (“Recent Projects”).

The description of any such Recent Projects should include the following:

1. Name of the client;
2. Year of the assignment and length of time to complete the project;
3. Nature of the services rendered; and
4. Professionals assigned to the project who are also proposed to serve on this assignment.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** **Proposer’s fees and other costs, if any, shall be submitted on Attachment “A”.** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
- H. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- I. **Customer Service:** Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- J. **Resumes:** Each Proposer should submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of subcontractors, if any.



- K. **Financial Stability Statement:** Each Proposer should submit information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- L. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
- M. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- N. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 5.2) and one (1) electronic copy shall be submitted with your response.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The Parish requires the Contractor to provide all labor, tools, equipment and fuel to perform grass cutting, weed eating, removal of trimmings from paved or decked areas, and removal of litter prior to grass cutting from all wastewater treatment plants, water well sites and lift stations operated by Tammany Utilities. A complete cutting of all sites is to be performed twice per month for 8 (eight) months each year from March through October following the date specified in the Notice to Proceed., and shall not exceed 16 complete cuts per calendar year. Further details regarding the sites included in this project can be found in Attachment "A".

The Contractor will be required to cut the Tammanend Utility site once per month during the months of April, June, August and September following the date specified in the Notice to Proceed. The total area to cut is approximately four (4) acres.

Additionally, the Contractor will be required to cut once per year along the Northlake outfall pipe of the Northlake Behavioral Health Wastewater Treatment Plant. The Contractor shall cut 15' swath with the pipe forming a centerline of said swath. The total area to cut is approximately 0.9 acres.

A facility list and map coordinates (latitude & longitude) for all 328 sites and the area to cut at Northlake Behavioral Health are attached and included as part of this scope.

### **2.2 Period of Agreement**

The term of the contract will be from Notice to Proceed until December 31, 2022, with an option for two (2) additional one (1) year renewals if the Parish and the Contractor agree. A notice of intent to renew will be issued in writing by the Parish.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 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 proposed by the Proposers 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 Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### 2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are attached as Attachment A.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Compliance with the RFP	15
Understanding of the Project	10
Approach to the Project	10
Ability to perform within the stated timeframe	20
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	20
Overall costs and fees to be charged	10
Proposal quality and references	15
<b>Total</b>	<b>100</b>

The proposal 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 scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## **PART IV: PERFORMANCE STANDARDS**

### 4.1 Performance Requirements

Omitted as not applicable to this RFP.

## 4.2 Performance Measurement/Evaluation

Omitted as not applicable to this RFP.

# **PART V: GENERAL PROVISIONS**

## 5.1 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 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 proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal 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. Proposers 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 Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

*"The data contained in pages \_\_\_\_\_ of the proposal 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 Proposer as a result of or in connection with the submission of this proposal, 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 Proposer, without restrictions."*

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the Parish will notify the owner of the asserted data of the request. If the owner 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 owner 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 proposal, 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 proposal. 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 proposal contains confidential information, you should also submit a redacted copy along with your proposal. 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 Proposal Clarifications Prior to Submittal**

#### **5.3.1 Pre-proposal Conference**

Omitted as not applicable to this RFP.

#### **5.3.2 Proposer 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* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. 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: Anthony Smith  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471  
E-Mail: [purchasing@stpgov.org](mailto:purchasing@stpgov.org)

An addendum will be issued and posted at the Parish website, [www.stpgov.org](http://www.stpgov.org), to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal 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 Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

Proposer shall be aware that this RFP is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposers are not provided an opportunity to protest the process or results of this RFP.

#### **5.4 Errors and Omissions in Proposal**

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

#### **5.5 Proposal Guarantee**

Omitted as not applicable to this RFP.

#### **5.6 Performance Bond**

Omitted as not applicable to this RFP.

#### **5.7 Changes, Addenda, Withdrawals**

The Parish reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### **5.8 Withdrawal of Proposal**

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

#### **5.9 Material in the RFP**

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

## **5.10 Waiver of Administrative Informalities**

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

## **5.11 Proposal Rejection**

Issuance of this RFP 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 proposals submitted or to cancel this RFP if it is in the best interest of the Parish to do so.

## **5.12 Ownership of Proposal**

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

## **5.13 Cost of Offer Preparation**

The Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

## **5.14 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.

## **5.15 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 Proposer's cost.

## **5.16 Proposal Validity**

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

### **5.17 Prime Contractor Responsibilities**

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

### **5.18 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 RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, 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 vendors, 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 RFP, 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.

### **5.19 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals 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 proposal 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 proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

### **5.20 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **5.21 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Parish.

## **5.22 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. 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.

## **5.23 Contract Award and Execution**

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

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the Parish.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment "B" of this RFP and submit any exceptions or deviations the Proposer 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 Proposer fails to sign the contract within **twenty (20) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The Parish intends to award to a single Proposer.



## **5.24 Acknowledgment and Waiver of Protest Rights**

Proposer shall execute an Acknowledgment and Waiver (the "Waiver") (Attachment "C") and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver, and understands that the Parish's obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

## **5.25 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. 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 Proposer.

The Procurement Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

## **5.26 Insurance Requirements**

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "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 policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

## **5.27 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.

## **5.28 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not

indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Parish (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Parish.

Contractor will indemnify, defend and hold the Parish harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Parish shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Parish's exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the Contract.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **5.29 Fidelity Bond Requirements**

Omitted as not applicable to this RFP.

## **5.30 Payment**

### **5.30.1 Payment for Services**

The Parish shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment "A". The Contractor may invoice the Parish monthly at the billing address designated by the Parish. Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish. Invoices shall include the purchase

order number. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

## **5.31 Termination**

### **5.31.1 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.

### **5.31.2 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.

### **5.31.3 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.

## **5.32 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.

### **5.33 No Guarantee of Quantities**

The quantities referenced in the RFP 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 proposal.

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.

### **5.34 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.

### **5.35 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.

### **5.36 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.

### **5.37 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP 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.

### **5.38 Content of Contract/ Order of Precedence**

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

### **5.39 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of 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.

### **5.40 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP 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 proposal.

### **5.41 Governing Law**

All activities associated with this RFP 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 RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana.

### **5.42 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.

### **5.43 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.

### **5.44 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).

#### **5.45 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.

#### **5.46 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

**Proposal Pricing Sheet**  
**Tammany Utilities Grass Cutting**  
**RFP # 20-25-3**

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: \_\_\_\_\_

Phone: \_\_\_\_\_

**A. Treatment Plants, Wells, Lift Stations (price per cut) (16 cuts/yr max):** \_\_\_\_\_

**B. Tamanend Utility Site (price per cut) (1 cuts/yr max):** \_\_\_\_\_

**C. Northlake Outfall Pipe (price per cut) (1 cut/yr max):** \_\_\_\_\_

**Total proposal amount (Dollars) = (A x 16) + (B x 4) + C:** \_\_\_\_\_

**Total proposal amount (Written):** \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_

Number	Wastewater Plant	Latitude	Longitude	City
1	Red Oaks	30.3630981	-90.05667218	Mandeville
2	Woodcrest	30.3659904	-90.06251413	Mandeville
3	Parc du Lac	30.37797285	-90.07907411	Mandeville
4	Fern Dead	30.38066707	-90.08304796	Mandeville
5	Fern Live	30.38358985	-90.08379166	Mandeville
6	Luxury Apartments	30.40105059	-90.11342911	Mandeville
7	Parkview	30.40105447	-90.11326728	Mandeville
8	Bon Temps	30.40510163	-90.12644682	Mandeville
9	Gas Lights	30.39955984	-90.11263385	Mandeville
10	Scotch Pine 1	30.40107963	-90.12861087	Mandeville
11	Scotch Pine 2	30.39729876	-90.12770701	Mandeville
12	Evergreen	30.39944316	-90.12542401	Mandeville
13	Bigner	30.40561151	-90.12932189	Mandeville
14	Wedgewood	30.40906467	-90.13020131	Mandeville
15	Penn Chapel	30.4067681	-90.1341375	Mandeville
16	Indian Point	30.41076795	-90.13696154	Madisonville
17	Audubon Lane	30.41443346	-90.13769697	Madisonville
18	Del Oaks 1	30.41362239	-90.13464622	Madisonville
19	Del Oaks Main	30.41568909	-90.13527558	Madisonville
20	River Walk	30.40449124	-90.15256106	Madisonville
21	Chapel Creek	30.40743787	-90.13195643	Mandeville
22	Tchefuncte Condos	30.40505664	-90.14758799	Madisonville
23	Fairview Oaks	30.40604919	-90.1424276	Madisonville
24	Claibourne Oaks	30.41986273	-90.18765619	Madisonville
25	Black River 1	30.42498851	-90.18325758	Madisonville
26	Black River 2	30.43015563	-90.18696297	Madisonville
27	Black River 3	30.43326095	-90.18184971	Madisonville
28	Black River Main (New Black River)	30.42393473	-90.18798588	Madisonville
29	Fleur de Lorraine	30.42422387	-90.18851693	Madisonville
30	Black River Forest	30.4274834	-90.18879691	Madisonville
31	Autumn Creek	30.43106649	-90.19630738	Madisonville
32	Timberlane	30.43379714	-90.22366413	Madisonville
33	Indian Trace	30.43320055	-90.23299498	Madisonville



34	Sierra Ridge	30.42282524	-90.18901538	Madisonville
35	Tchefuncte Parc	30.44368524	-90.18459105	Madisonville
36	Les Bois	30.43924825	-90.17929822	Madisonville
37	Faubourg 1	30.44296284	-90.17139549	Madisonville
38	Faubourg 2	30.44238148	-90.17140794	Madisonville
39	Heritage Oaks	30.4469983	-90.16995658	Covington
40	Tammany West	30.45440712	-90.17122272	Covington
41	Seymour Meyers	30.45558871	-90.17944518	Covington
42	Madison Farms 1	30.44938999	-90.18025625	Madisonville
43	Madison Farms 2	30.45630957	-90.18109084	Madisonville
44	Madison Marketplace	30.45213648	-90.17617369	Madisonville
45	Myrtle Grove 1	30.44194171	-90.17172901	Madisonville
46	Myrtle Grove 2	30.43992621	-90.17559381	Madisonville
47	Madisonville School 1	30.43416393	-90.16730448	Madisonville
48	Madisonville School 2	30.43501181	-90.16905187	Madisonville
49	Stonebridge	30.43396632	-90.16877766	Madisonville
50	Madison Villas	30.43040877	-90.16546115	Madisonville
51	Madisonville Woods	30.42212964	-90.16515465	Madisonville
52	Tchefuncte Trace	30.44189392	-90.15589358	Covington
53	Tchefuncte South	30.43725765	-90.1591837	Covington
54	South Down 1	30.43758654	-90.15225707	Covington
55	South Down 2	30.43639547	-90.15462038	Covington
56	Arbor Walk Business	30.43336042	-90.15141542	Madisonville
57	Arbor Walk 1	30.4314125	-90.15362351	Madisonville
58	Arbor Walk 2	30.43118054	-90.15965577	Madisonville
59	Arbor Walk Garden	30.42857759	-90.15614884	Madisonville
60	Madison Property	30.42858594	-90.15550338	Madisonville
61	Christwood	30.43919913	-90.13837929	Covington
62	Hwy 21	30.43715463	-90.14777036	Madisonville
63	Natchez Trace 1	30.43457687	-90.14588498	Covington
64	Natchez Trace 2	30.434	-90.1374	Covington
65	Willowbend	30.47077818	-90.1961858	Madisonville
66	Archbishop Hannan	30.46953956	-90.18336047	Covington
67	Northpointe	30.46991743	-90.18785626	Covington

68	Ashland Oaks	30.46455034	-90.18378003	Madisonville
69	Tuscany West	30.48006166	-90.18609972	Covington
70	Hood Chevrolet	30.43160426	-90.08096028	Covington
71	Picadilly	30.4286441	-90.08030753	Covington
72	Premiere	30.43266199	-90.07684305	Covington
73	The Preserve	30.43091678	-90.07508984	Covington
74	Covington Meadows	30.43111769	-90.0730424	Covington
75	Helenbirg 1	30.43765636	-90.06727394	Covington
76	Helenbirg 2	30.43916768	-90.0654582	Covington
77	North Lake	30.4218764	-90.08249344	Covington
78	P.M.I.	30.41923647	-90.08251105	Covington
79	Beech Street	30.4182155	-90.08218603	Covington
80	Colonial Court	30.41612717	-90.07689973	Mandeville
81	Brookstone 1	30.41925894	-90.07231166	Covington
82	Brookstone 2	30.42184951	-90.07196994	Covington
83	Westwood 1	30.41580658	-90.07564256	Mandeville
84	Westwood 2	30.41022216	-90.07537803	Mandeville
85	Westwood 3	30.40400875	-90.07625933	Mandeville
86	Carriage Lane	30.39886274	-90.08301657	Mandeville
87	Tall Timbers	30.40374737	-90.08271101	Mandeville
88	Walk In Center	30.40782936	-90.08033668	Covington
89	Tanglewood	30.37435241	-90.07165811	Mandeville
90	Forest Park	30.38475616	-90.08916534	Mandeville
91	Fox Branch 1	30.45911807	-90.20814526	Madisonville
92	Fox Branch 2	30.45497723	-90.20970742	Madisonville
93	Windermere	30.45542113	-90.21776446	Madisonville
94	Ruelle du Chene 1	30.44348898	-90.21009431	Madisonville
95	Ruelle du Chene 2	30.43957778	-90.21173368	Madisonville
96	Dominion 1	30.4455642	-90.21032644	Madisonville
97	Dominion 2	30.44999049	-90.21369432	Madisonville
98	Highland Oaks	30.45074669	-90.20449379	Madisonville
99	Fairfield Oaks	30.44187879	-90.19229223	Madisonville
100	Three Rivers	30.44650234	-90.18717562	Madisonville
101	Palm Courts	30.45864456	-90.18750375	Madisonville

102	Post Oak	30.43874725	-90.1739665	Madisonville
103	Tallow Creek 1	30.46941898	-90.15376063	Covington
104	Tallow Creek 2	30.47077435	-90.15599896	Covington
105	Tallow Creek 3	30.4753	-90.1588	Covington
106	Twins Oaks	30.39448895	-90.04519478	Mandeville
107	Lazy Creek 1	30.43583847	-90.05339518	Mandeville
108	Lazy Creek 2	30.43509403	-90.05076035	Mandeville
109	St. Gertrude	30.52159727	-90.11872954	Covington
110	Lake Hills	30.55943139	-90.15185712	Folsom
111	Northridge	30.5313847	-90.2197102	Covington
112	St. Joe	30.338748	-89.746397	Slidell
113	Medcath 1	30.35748742	-89.91471848	Lacombe
114	Medcath 2	30.35681325	-89.91515965	Lacombe
115	Magee Road	30.51126183	-90.20688976	Covington
116	Countryside	30.51050256	-90.20849828	Covington
117	Eagle Landing 1	30.52803028	-90.21956135	Covington
118	Eagle Landing 2	30.52541329	-90.22300968	Covington
119	Springlake	30.529473	-90.211062	Covington
120	Innwoods	30.46082867	-90.11869473	Covington
121	Timber Branch 1	30.46298381	-90.12206006	Covington
122	Timber Branch 2	30.46181315	-90.12786206	Covington
123	Timber Branch 3	30.46418573	-90.11981602	Covington
124	Rousseau Road	30.46778519	-90.1458162	Covington
125	Del Sol	30.46458093	-90.16625471	Covington
126	Beau Arbre	30.46122336	-90.16156544	Covington
127	Maison Du Lac 1	30.46082505	-90.13958482	Covington
128	Maison Du Lac 2	30.45964967	-90.14672827	Covington
129	Maison Du Lac 3	30.46235593	-90.15009829	Covington
130	Sleep Clinic	30.45892203	-90.12246343	Covington
131	Beau Arbre 2	30.46888889	-90.16166667	Covington
132	Terra Bella	30.47102376	-90.14427408	Covington
133	Terra Bella 2	30.471021	-90.139218	Covington
134	CVS Pharmacy	30.45766906	-90.1314285	Covington
135	Abita Lakes 1	30.50884016	-90.02449564	Covington

136	Abita Lakes 2	30.51073051	-90.02327305	Covington
137	Abita Lakes 3	30.50452848	-90.02288762	Covington
138	Abita Lakes 4	30.5026065	-90.01698971	Covington
139	Abita Lakes 5	30.50540605	-90.02471984	Covington
140	Abita Lakes 6	30.50390706	-90.02145584	Covington
141	Grand Maison 1	30.40248791	-90.03598104	Mandeville
142	Grand Maison 2	30.40437515	-90.03251076	Mandeville
143	Church of The King	30.41554457	-90.03795818	Mandeville
144	Commerce Blvd	30.415544	-90.037968	Mandeville
145	Waffle House	30.41520257	-90.04111237	Mandeville
146	Koop Drive	30.41857012	-90.04449425	Mandeville
147	Dove Park Commercial	30.41277556	-90.04277727	Mandeville
148	Liberty Storage	30.40975077	-90.03908395	Mandeville
149	Cigs-N-Things	30.44822234	-90.04130055	Mandeville
150	Peace Office	30.45172125	-90.04089929	Abita Springs
151	Autumn Wind 1	30.45259325	-90.03640475	Mandeville
152	Autumn Wind 2	30.4473312	-90.03471198	Mandeville
153	Hoffman Road	30.45274138	-90.03778427	Mandeville
154	Fountains Park	30.37624488	-90.04952833	Mandeville
155	Forest Brook 1	30.38582726	-90.01832601	Mandeville
156	Forest Brook 2	30.37970044	-90.019257	Mandeville
157	Forest Brook 3	30.37731134	-90.02131173	Mandeville
158	Forest Brook 4	30.3760305	-90.01824485	Mandeville
159	Quail Creek Trinity Lane	30.38093265	-90.02829928	Mandeville
160	Marlin Street	30.37830663	-90.02750014	Mandeville
161	Sycamore	30.37603303	-90.02621048	Mandeville
162	Culver Court	30.37534833	-90.0264989	Mandeville
163	Quail Creek South	30.37502092	-90.02967817	Mandeville
164	Canaan Hills	30.37179824	-90.03195015	Mandeville
165	Castine Central	30.37448148	-90.0239846	Mandeville
166	Woodlands Terrace	30.37309973	-90.03445984	Mandeville
167	Soult Street	30.38085962	-90.03243727	Mandeville
168	Grand Terre	30.3800514	-90.03973009	Mandeville
169	Woodlands 1	30.3772235	-90.03967835	Mandeville

170	Woodlands 2	30.37626152	-90.03690437	Mandeville
171	Woodlands 3	30.37736203	-90.04216622	Mandeville
172	Trailwood	30.37493659	-90.044612	Mandeville
173	Casa Bella	30.37901902	-90.04251923	Mandeville
174	Jackson	30.37792573	-90.04582095	Mandeville
175	Surgi	30.37904383	-90.04867559	Mandeville
176	Hwy 59	30.38282618	-90.05107416	Mandeville
177	Remington Court	30.38162027	-90.03999616	Mandeville
178	Mandeville Elementary	30.38382264	-90.04243491	Mandeville
179	Stonebrook (Walder)	30.38302906	-90.05254943	Mandeville
180	Dockside	30.302325	-89.71443333	Slidell
181	Pintail	30.30173056	-89.71220556	Slidell
182	Goldenwood	30.28218333	-89.72336667	Slidell
183	Willowwood	30.28801389	-89.72811389	Slidell
184	St. Lukes	30.29065833	-89.72930556	Slidell
185	Phase 5	30.29656111	-89.72458333	Slidell
186	Little School	30.27601111	-89.71823611	Slidell
187	Big School	30.27773056	-89.71847222	Slidell
188	Byron Court	30.27953056	-89.71651389	Slidell
189	Essex	30.28883889	-89.71490833	Slidell
190	Herwig	30.29234722	-89.71201111	Slidell
191	Arbor View	30.28608333	-89.70478056	Slidell
192	Highland Bluff	30.28936111	-89.70013333	Slidell
193	Bluff Blvd.	30.29128889	-89.70848611	Slidell
194	Apartments	30.29781111	-89.70869722	Slidell
195	Autumn Lakes	30.29670556	-89.70869722	Slidell
196	Leeds	30.28173889	-89.71086944	Slidell
197	Meadow Lake	30.28002222	-89.73852778	Slidell
198	Live Oak	30.270375	-89.81490556	Slidell
199	Royal Oak	30.27035	-89.81371944	Slidell
200	1st Ave @ 8th Street	30.329475	-89.76466111	Slidell
201	3rd Ave @ 14th Street	30.33355278	-89.76774722	Slidell
202	N 10th Street @ N. 5th Ave	30.33536667	-89.76376667	Slidell
203	P5	30.23389167	-89.80381667	Slidell

204	P4	30.23046944	-89.80381667	Slidell
205	P3	30.22710556	-89.81009167	Slidell
206	P2	30.22537222	-89.81505833	Slidell
207	P1	30.22179444	-89.82033333	Slidell
208	L3	30.21818889	-89.822525	Slidell
209	L2	30.21725278	-89.81466111	Slidell
210	L1	30.21565	-89.80593333	Slidell
211	C6	30.22471667	-89.81970278	Slidell
212	C5	30.22780278	-89.82294444	Slidell
213	C4	30.22789167	-89.83045833	Slidell
214	C3	30.22543889	-89.83801389	Slidell
215	C2	30.22499167	-89.84695278	Slidell
216	C1	30.229175	-89.85157778	Slidell
217	P6	30.23919722	-89.79970278	Slidell
218	P7	30.24351944	-89.79638611	Slidell
219	G4	30.22422778	-89.81899444	Slidell
220	Bedico Creek Lift Station #1	30.462638	-90.2293393	MADISONVILLE
221	Bedico Creek Lift Station #2	30.4593622	-90.2355774	MADISONVILLE
222	Bedico Creek Lift Station #3	30.4672497	-90.2300169	MADISONVILLE
223	Bedico Creek Lift Station #4	30.4664096	-90.2300169	MADISONVILLE
224	Bedico Creek Lift Station #5	30.4750568	-90.2357179	MADISONVILLE
225	Bedico Creek Lift Station #6	30.4754876	-90.2409184	MADISONVILLE
226	ALDRIDGE OAKS LIFT STATION	30.44486249	-90.21311434	MADISONVILLE
227	ARBOR VIEW LIFT STATION	30.28601423	-89.70483904	SLIDELL
228	AUTUMN CREEK #2 LIFT STATION	30.43701609	-90.19411986	MADISONVILLE
229	BAY ST LIFT STATION	30.38420287	-90.03684584	MANDEVILLE
230	COPPERSTILL MARKETPLACE	30.46549372	-90.18134923	COVINGTON
231	CROSS GATES #1	30.29936273	-89.72255356	SLIDELL
232	CROSS GATES #2	30.30018757	-89.72251269	SLIDELL
233	DEAN RD LIFT	30.32362711	-89.73808318	SLIDELL
234	DUTELL LIFT	30.39703367	-90.09036709	MANDEVILLE
235	GOODBEE SQUARE	30.50550251	-90.20805299	COVINGTON
236	GRAND MAISON #3	30.40373045	-90.02853016	MANDEVILLE
237	HIDDEN CREEK LIFT	30.46742083	-90.16209982	COVINGTON

238	HILLCREST AT PARKLINE	30.31296678	-89.77913087	SLIDELL
239	KOOP DR #2 LIFT STATION	30.41711853	-90.043695	MANDEVILLE
240	KOOP DR #3 LIFT STATION	30.41723997	-90.04219254	MANDEVILLE
241	KOOP DR #4 LIFT STATION	30.41697658	-90.04397198	MANDEVILLE
242	LAKEWOOD LIFT STATION	30.31388274	-89.77700196	SLIDELL
243	LEXINGTON PLACE LIFT STATION	30.40820164	-90.02976619	MANDEVILLE
244	LITTLE CREEK LIFT STATION	30.4183178	-90.03844587	MANDEVILLE
245	MCCONNELL LIFT STATION	30.39980769	-90.089114	MANDEVILLE
246	MCDONALDS LIFT STATION	30.4677327	-90.18416038	COVINGTON
247	NATCHEZ TRACE #3 LIFT STATION	30.43539896	-90.13788716	COVINGTON
248	NORVAL ST LIFT STATION	30.36851179	-90.03416101	MANDEVILLE
249	SLIDELL FISHING PIER LIFT STATION	30.21152703	-89.7931688	SLIDELL
250	SPRING HAVEN LIFT STATION	30.43779333	-90.19222127	MADISONVILLE
251	TAYLOR TRACE LIFT STATION	30.28358761	-89.73190522	SLIDELL
252	WESTON GLENN LIFT STATION	30.46510122	-90.14119376	COVINGTON
253	WILLOW BEND #2 LIFT STATION	30.47014095	-90.19330316	MADISONVILLE

Number	Sewer Plant	City	Lat	Long
1	ABITA LAKES	COVINGTON	30.511049	-90.024594
2	ALDRIDGE OAKS	MADISONVILLE	30.445055	-90.212573
3	AUTUMN WIND	COVINGTON	30.453421	-90.036161
4	CASTINE	MANDEVILLE	30.371213	-90.017737
5	DOMINION	MADISONVILLE	30.445364	-90.210366
6	FAIRFIELD OAKS	MADISONVILLE	30.44184	-90.19311
7	FAUBOURG COQUILLE	MADISONVILLE	30.442437	-90.171317
8	FOREST PARK	MANDEVILLE	30.384759	-90.08922
9	FOX BRANCH ESTATES	MADISONVILLE	30.45913	-90.208552
10	GOODBEE	COVINGTON	30.515762	-90.203501
11	HIGHLAND OAKS	MADISONVILLE	30.452105	-90.207524
12	HWY 22	MADISONVILLE	30.407431	-90.138596
13	TWIN OAKS	MANDEVILLE	30.394704	-90.044495
14	LAKE HILLS VILLAGE	FOLSOM	30.559584	-90.151571
15	LAZY CREEK	MANDEVILLE	30.435139	-90.054233
16	LES BOIS	MADISONVILLE	30.438245	-90.180393
17	MADISONVILLE WOODS	MADISONVILLE	30.422327	-90.165603
18	MCCONNELL CHINCHUBA	MANDEVILLE	30.399828	-90.089062
19	MEDCATH	LACOMBE	30.357089	-89.914352
20	NORTHRIDGE ESTATES	COVINGTON	30.533081	-90.221086
21	PALM COURTS	MADISONVILLE	30.459156	-90.188233
22	POST OAK LANDING	MADISONVILLE	30.438632	-90.173902
23	PREFERRED EQUITIES	MANDEVILLE	30.417189	-90.037133
24	RED OAKS	MANDEVILLE	30.36314	-90.056886
25	RUELLE DU CHENE	MADISONVILLE	30.444014	-90.210017
26	ST. GERTRUDE HEIGHTS	COVINGTON	30.521639	-90.118833
27	ST. JOE	ST JOE	30.342166	-89.754315
28	STPH OUTPATIENT PAVILLION	COVINGTON	30.462429	-90.135554
29	TALLOW CREEK	COVINGTON	30.46999	-90.154969
30	TAMANEND	LACOMBE	30.365888	89.893551
31	TANGLEWOOD II	MANDEVILLE	30.372362	-90.068732
32	THREE RIVERS HEIGHTS	MADISONVILLE	30.446495	-90.187246
33	TIMBER BRANCH II	COVINGTON	30.464651	-90.149473
34	WEST ST. TAMMANY	MADISONVILLE	30.468248	-90.188619
35	WESTWOOD	COVINGTON	30.405875	-90.076365
36	WINDERMERE	MADISONVILLE	30.455635	-90.21791
37	Oakwood	SLIDELL	30.270167	-89.813586
38	Meadow Lake	SLIDELL	30.277828	-89.739075
39	Taylor Trace	SLIDELL	30.283681	-89.731775
40	Cross Gates	SLIDELL	30.2990556	-89.72260278
41	Diversified	MADISONVILLE	30.4624444	-90.18875556
42	Northlake Behavioral	LACOMBE	30.34563333	-90.00791944



Number	Well Site	City	Latitude	Longitude
1	RIVER OAKS	SLIDELL	30.251257	-89.692939
2	LAZY CREEK	MANDEVILLE	30.436122	-90.049697
3	BEDICO CREEK	MADISONVILLE	30.472483	-90.23645
4	NORTHRIDGE ESTATES	COVINGTON	30.533085	-90.221489
5	INDIAN TRACE	MADISONVILLE	30.433277	-90.233037
6	CHRISTWOOD	COVINGTON	30.437446	-90.13684
7	MADISONVILLE WOODS	MADISONVILLE	30.422475	-90.165055
8	HWY 1088	MANDEVILLE	30.378205	-90.045033
9	OZONE PARK	COVINGTON	30.417312	-90.080827
10	ST GERTRUDE HEIGHTS	COVINGTON	30.520842	-90.117463
11	TIMBERLANE	MADISONVILLE	30.435391	-90.227098
12	HELENBIRG	COVINGTON	30.432482	-90.076455
13	ABITA LAKES	COVINGTON	30.510613	-90.02466
14	KOOP DR	MANDEVILLE	30.418195	-90.042563
15	HWY 22	MADISONVILLE	30.407613	-90.138231
16	SOULT ST	MANDEVILLE	30.378006	-90.031431
17	BON TEMPS ROULE	MANDEVILLE	30.404118	-90.124747
18	DEL OAKS	MADISONVILLE	30.415387	-90.136016
19	DIVERSIFIED	MADISONVILLE	30.461863	-90.188533
20	SAVANNAH TRACE	MADISONVILLE	30.469327	-90.210188
21	FOX BRANCH ESTATES	MADISONVILLE	30.459702	-90.208952
22	ST JOE	ST JOE	30.341662	-89.754264
23	MEDCATH	LACOMBE	30.357265	-89.914267

<b>Number</b>	<b>Well Site</b>	<b>City</b>	<b>Latitude</b>	<b>Longitude</b>
24	FAUBOURG COQUILLE	MADISONVILLE	30.442828	-90.171372
25	TIMBER BRANCH SUBDIVISION	COVINGTON	30.460604	-90.129142
26	GOODBEE	COVINGTON	30.514726	-90.20681
27	LAKE HILLS VILLAGE	FOLSOM	30.561839	-90.153502
28	BLACK RIVER	MADISONVILLE	30.422445	-90.183462

**ATTACHMENT "B"**

**CONTRACT FOR PROFESSIONAL SERVICES**

**Contract No.: «txtContractNum»**

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

**1. SCOPE OF SERVICES**

Provider hereby agrees to furnish the following services:  
«txtScopeSummary»

**2. DOCUMENTS**

- A.** The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:

## ATTACHMENT "B"

- 1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.
  - 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.
  - 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
  - 4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:
    - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
    - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.
- F.** In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.
- G.** All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

## ATTACHMENT "B"

### 3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Parish. The Payment Schedule is set forth in Section I, above.

#### A. IF ON AN HOURLY BASIS:

- 1) Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.
- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
  - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
  - (b) All billings by Provider for services rendered shall be submitted in writing.
  - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.

## **ATTACHMENT "B"**

- (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.
  - (e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.
- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

### **B. IF ON A LUMP SUM BASIS:**

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

### **C. IF ON OTHER BASIS**

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.

## **ATTACHMENT “B”**

### **4. NON-ASSIGNABILITY**

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

### **5. BUDGET LIMITATION**

- A.** The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B.** It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider’s method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider’s qualifications and experience.
- C.** The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the 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.

### **6. NOTICE TO PROCEED**

## ATTACHMENT "B"

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

### 7. INSURANCE

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

### 8. OTHER TERMS AND CONDITIONS

- A. The Provider shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. Tammany.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments,



## ATTACHMENT "B"

agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.

- D.** This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E.** This Contract represents the entire Contract between Parish and Provider.
- F.** This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.
- G.** In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.
- H.** Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other

## ATTACHMENT "B"

consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability.

- I.** This Contract may be amended only by mutual written consent of the respective Parties.
- J.** Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- K.** Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M.** Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- N.** It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner", "Director" and "Parish" and "the Parish of St. Tammany" may be used interchangeably.
- O.** Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other Parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P.** Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider

## ATTACHMENT "B"

agrees to withdraw from this agreement.

- Q.** Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R.** Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services as would a reasonably-related Provider in St. Tammany Parish.
- S.** Provider agrees to perform all services in a workmanlike and professional manner. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

### 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 Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

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

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually

## ATTACHMENT "B"

performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

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

### B. Cancellation

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

### C. Suspension

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

### D. 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.

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

### F. As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens

## ATTACHMENT "B"

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

### 10. AUDITORS

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

### 11. TERM OF CONTRACT

- A. The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.
- B. This Professional Services Contract shall terminate as follows:
  - 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
  - 2) As per operation of law, or;
  - 3) As agreement between the Parties, or;
  - 4) Upon the satisfactory completion of all services and obligations described herein, or;
  - 5) As per the Parish Charter, under Section 5-06(B).

### 12. DISCRIMINATION CLAUSE

## ATTACHMENT "B"

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

### 13. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider

## ATTACHMENT "B"

agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

C. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

### 14. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

**Parish of St. Tammany:** Office of the Parish President  
P.O. Box 628  
Covington, La. 70434  
(985) 898-2700

**Provider:** «txtREQCompanyName»  
«txtREQAddress»  
«txtREQCity», «txtREQState» «txtREQZip»

### 15. RECORDATION OF CONTRACT

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

### 16. AUTHORITY TO ENTER CONTRACT

**ATTACHMENT "B"**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

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

**WITNESSES:**

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

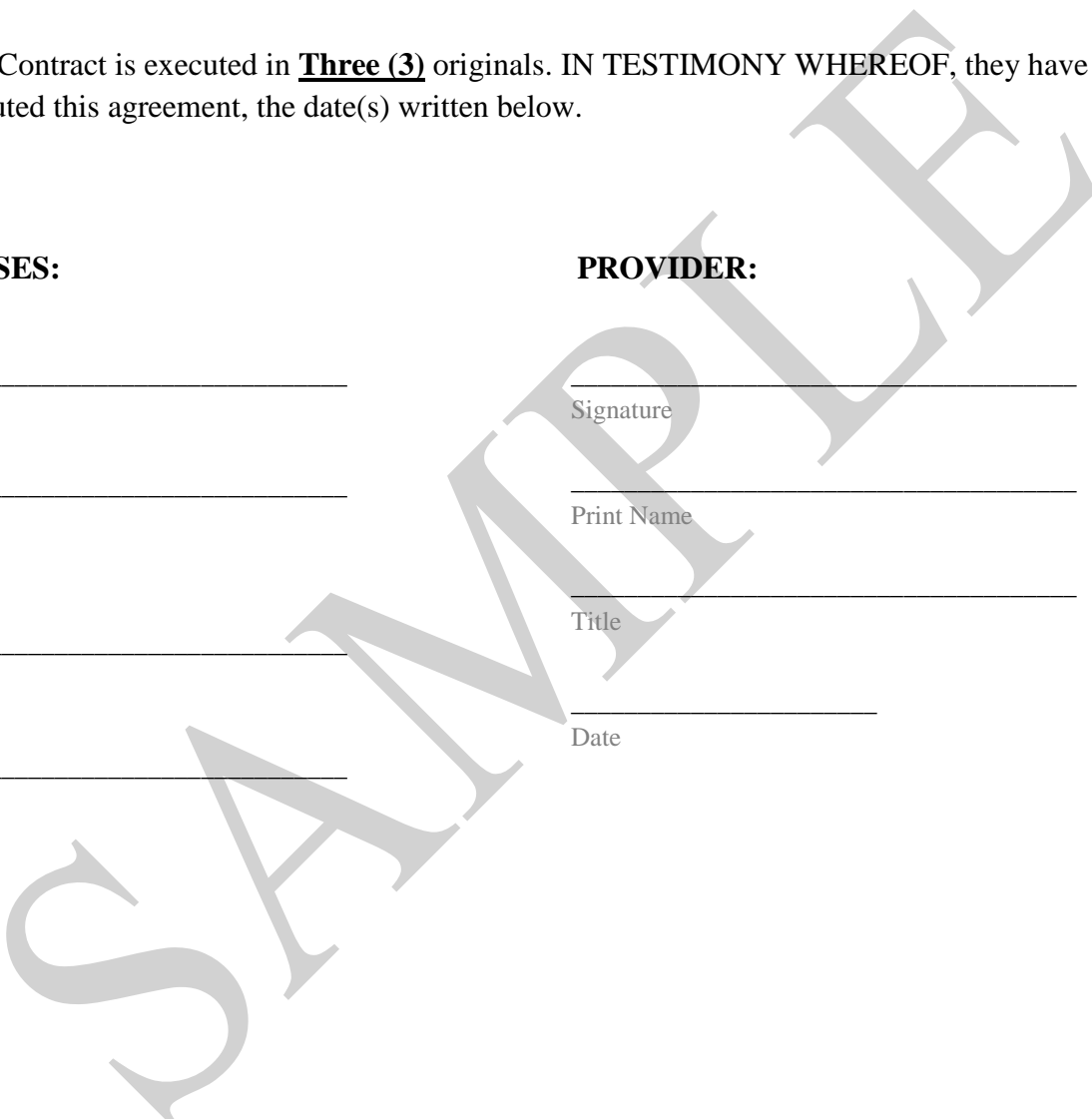
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





**ATTACHMENT "B"**

**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

SAMPLE

ACKNOWLEDGMENT AND WAIVER

\_\_\_\_\_ (“Proposer”) hereby acknowledges that it has received Request for Proposal No. \_\_\_\_\_ (“RFP”), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



## INSURANCE REQUIREMENTS\*

Construction Project: Tammany Utilities Grass Cutting

RFP#: 20-25-3

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

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

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

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance**, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
  5. 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 of \$1,000,000 under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

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

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

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

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

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

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

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

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

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

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 on an "all-risk" policy form shall be furnished by Contractor for 100% of the contract cost. 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 the first named insured 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 the first named insured 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**

### HOLD HARMLESS AGREEMENT

\_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its 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 act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

\_\_\_\_\_ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Officer)

Print Name: : \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

---

#### Please complete the following:

Claims contact for this project will be:

\_\_\_\_\_  
(Print name and title of Contact Person)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone#

\_\_\_\_\_  
Cell #

\_\_\_\_\_  
Fax #

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

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_

Print Name

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

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and



3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
  
4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
  
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Entity name:** \_\_\_\_\_

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

\_\_\_\_\_

**Notary Public**

**Print Name:** \_\_\_\_\_

**Notary I.D./Bar No.:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**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**

**Attachment G  
Sample Scoring Matrix  
RFP # 20-25-3  
Tammany Utilities Grass Cutting**

\_\_\_\_\_  
Vendor/Business Name

\_\_\_\_\_  
Evaluator's Name

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	15pts		
Understanding of the Project	10pts		
Approach to the Project	10pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the project	20pts		
Overall costs and fees to be charged	10pts		
Proposal quality and references	15pts		

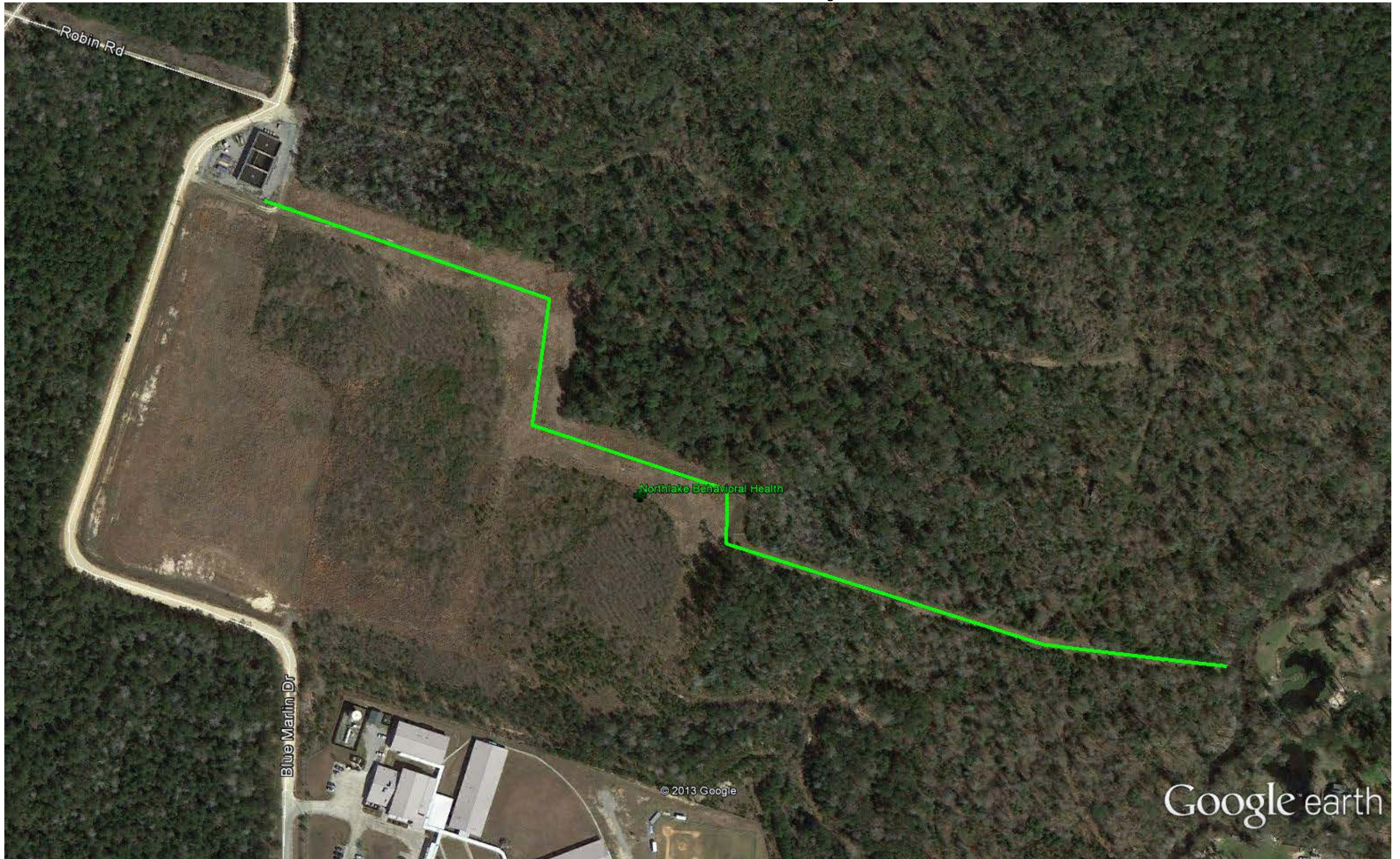
**Vendor Total**

**100pts**

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Northlake Behavioral Health Effluent Line Grass Cutting Location



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