



ST. TAMMANY PARISH

PATRICIA P. BRISTER
PARISH PRESIDENT

February 5, 2019

Please find the following addendum to the below mentioned RFP.

Addendum No.: 1

RFP No.: 19-01-3

Project Name: Subdivision Stormwater Ponds – Phase I Aerators

RFP Due Date: February 12, 2019

GENERAL INFORMATION:

1. Please delete Attachment “B” Contract for Professional Services and replace with Attachment “B” Revised Contract for Essential Services (Attached).
2. Please delete Attachment “D” Insurance Requirements and replace with Attachment “D” Revised Insurance Requirements (Attached). The Insurance Requirements have been revised to include Installation Floater Insurance.
3. Please delete Section 2.1 Scope of Work/Services and replace with Section 2.1 Scope of Work/Services-Revised (Attached). The Montgomery Terrace pond has been removed from the RFP.
4. Please delete Attachment “A” Proposal Pricing Sheet and Project Specifications and replace with Attachment “A” Revised Proposal Pricing Sheet and Project Specifications-Revised (Attached). The Montgomery Terrace pond has been removed from the RFP and the Meadow Lake pond map has been revised to swap the locations of the solar and electrical aerators.
5. As a clarification, the Parish is interested in installing bubbler type aeration systems (Bubblers), not fountains. Bubblers are typically installed on the pond bottom while fountains spray water from near the surface into the air. The Parish has found that the Bubblers are more efficient in aeration and mixing than fountains which is the objective for this project.



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QUESTIONS & ANSWERS:

Question #1: In order to give you a better quote we are going to have to know a few things about the fountains. Is there an electrical meter to each pond. If there is is it 110V or 220V.

Answer #1: **The Cross Gates pond has a meter at the existing Parish drainage pump station that can be used for the bubbler type aeration system. The power available is 3 phase, 220V.**

The Meadow Lake pond has a Tammany Utilities pump station yard that can be the location for a new meter and control panel for the bubbler type aeration system. The power at that location is fed from a 3 phase, 120/208V transformer.

Question #2: What water depth are the Meadow Lake and Montgomery Terrace ponds. "Cross Gates pond is maintained at a depth of approximately 4.5". What about Meadow Lake and Montgomery Terrace ponds.

Answer #2: **The southmost Meadow Lake pond varies from approximately 3.5-ft to 4-ft deep.**

The Montgomery Terrace pond has been removed from the RFP as noted on Attachment "A" – Revised Proposal Pricing Sheet and Project Specification-Revised (Attached).

ATTACHMENTS:

1. Section 2.1 Scope of Works Services – Revised.pdf
2. Attachment "A" Revised Proposal Pricing Sheet and Project Specifications-Revised.pdf
3. Attachment "B" Revised Contract for Essential Services.pdf
4. Attachment "D" Revised Insurance Requirements.pdf

<< End of Addendum # 1 >>

2.1 Scope of Work/Services - Revised

The Parish requires the following at the listed locations:

Pond	Location Description	S-T-R	LAT	LONG
Cross Gates Pond	Near Gause East and Military Rd. Slidell, LA	S38-T09S-R15E	30 17 33.35	89 43 20.49
Meadow Lake Pond (south) – East End	West Side of Meadowlake Circles and end of Oak Slidell, LA	S12-T09S-R14E	30 16 39.66	89 44 21.88
Meadow Lake Pond (south) – West End	West Side of Meadowlake Circles and end of Oak Slidell, LA	S12-T09S-R14E	30 16 39.66	89 44 21.88

- Estimate the costs associated with assembling, providing, transporting, and installing the aeration systems within the existing subdivision ponds;
- Develop preliminary sizing and component specifications for each aeration system;
- Obtain necessary permits, including but not limited to a St. Tammany Parish electrical permit for each location;
- Assemble all components of each aeration system;
- Transport each aeration system to the final installation locations;
- Install each of the aeration systems in accordance with manufacturers' instructions;
- Open CLECO/WSTE accounts in Proposer's name and maintain these accounts until transferred to the Parish upon final acceptance;
- Connect electrical to aeration system and startup system, as recommended by manufacturer;
- Train Parish representatives at each pond regarding future operation and maintenance; and
- Provide a 3-year maintenance program for aerations systems in the form of a written agreement.

A more detailed description of the scope of work can be found in "Attachment "A" Revised Proposal Pricing Sheet and Project Specifications –Revised.

ATTACHMENT "A"REVISED

Proposal Pricing Sheet

Subdivision Stormwater Ponds – Phase I

RFP # 19-01-3

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

Enter the number the Parish has assigned to each of the addenda that the Proposer is acknowledging. Proposer acknowledges receipt of the following: **ADDENDA:** _____.

Item No.	Pond	Qty.	Unit	Total
1	Cross Gates Pond	1	Lump Sum	\$
2	Meadow Lake Pond (south) – electrical aerator for east end.	1	Lump Sum	\$
3	Meadow Lake Pond (south) – solar-powered aerator for west end.	1	Lump Sum	\$

NOTE: All lump sum items above include all necessary activities to provide three (3) completely installed and fully functioning aeration systems at the locations specified. The Parish reserves the right to base any award on a per location basis, contingent upon budget.

Total Proposal amount (Dollars): _____

Total Proposal amount (Written): _____

Proposer: _____ Address: _____

Phone: _____ Email: _____

Proposer Signature: _____ Date: _____

Proposer Printed Name: _____

PROJECT SPECIFICATIONS - REVISED

This project consists of sizing, assembling, transporting, and installing three (3) bubbler type aeration systems at existing stormwater detention ponds. Systems shall include all necessary components to provide fully functioning aeration systems, including electrical, mechanical, and any other required elements.

The goal of the aeration systems is to assure continuous mixing of pond stratifications, increase dissolved oxygen at all levels in the ponds, and improve water quality within the ponds to prevent fish kills and mosquito proliferation.

Parish will conduct baseline water quality sampling, the results of which will be provided prior to aeration system selections.

Depth measurement can also be provided by the Parish, if necessary.

Below are descriptions of the pond locations, sizes, and current conditions.

Cross Gates Pond, Slidell, LA

The approximately three (3) acre Cross Gates subdivision pond (aka Miramon pond) is located in Slidell, LA. This stormwater detention pond is in a heavily-developed residential area that lies within the West Pearl River watershed. Runoff into the pond contains oil and grease contaminants from adjacent commercial parking lots draining into the pond. The runoff from homes in the subdivision may be heavy in lawn fertilizers and pet wastes. Watershed studies have estimated high organics and nutrients and nearby ditches may have very high fecal coliform and other contaminants from adjacent unsewered neighborhoods.

The pond is maintained at a depth of approximately 4.5 feet using a small pump. Eutrophication with subsequent algae blooms and rooted macrophyte causes the pond to become very low in dissolved oxygen (DO) during summer-critical conditions, which are characterized by low flows and high temperatures that are conducive to sudden and significant drops in DO. As a result, the pond has experienced fish kills and a proliferation of mosquito larvae.

A planting project was conducted in 2014 by St. Tammany Parish with volunteers from local high schools. The indigenous trees and shrubs planted are maturing and will help polish runoff and provide canopy and moderate temperature within a few more years. However, the pond remains eutrophic and unsightly in summer-critical conditions.

The electrical panel supplying the existing stormwater pump may be utilized for the proposed aerator however the panel must be checked for capacity and compatibility.

The Cross Gates pond has a meter at the existing Parish drainage pump station that can be used for the bubbler type aeration system. The power available is 3 phase, 220V.

EXISTING
ELECTRICAL
SERVICE



Meadow Lake Subdivision Pond, Slidell, LA

Neighborhood stormwater from the Meadow Lake subdivision in Slidell, LA flows through two (2) ponds sequentially. The north-most pond is designed to be dry and the other wet however the dry pond is currently holding water. The south-most pond is a permanent wet pool separated from the dry pond by an isthmus. These ponds are in a heavily developed, sewered, residential area that lies within the French Branch/ W-15 canal watershed. Runoff from homes in the subdivision may be heavy in lawn fertilizers and pet wastes. Also, there are numerous ducks that live around the pond. The watershed has not been assessed but due to the visual appearance of the pond the water quality is marginal and it is estimated to be high in organics and nutrients.

At the wet pond location, water quality appears to be poor with eutrophication and subsequent algae blooms, which will cause the pond to become very low in dissolved oxygen (DO) during summer-critical conditions.

Within the 3 acre wet pond, two aerators shall be installed. Due to the absence of electrical service on the **western** side of the pond, the Parish recommends the installation of a solar-powered aerator. A second aerator will be installed at the **east** end of the south pond, where there is electrical service available. The southmost Meadow Lake pond varies from approximately 3.5-ft to 4-ft deep.

The Meadow Lake pond has a Tammany Utilities pump station yard that can be the location for a new meter and control panel for the bubbler type aeration system. The power at that location is fed from a 3 phase, 120/208V transformer.

See aerial below for approximate location of aerators.



ATTACHMENT "B" Revised

CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtContractNum»

Be it known, that on this _____ day of _____, 201__, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

1. SCOPE OF SERVICES

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

«txtScopeSummary»

2. OPTION TO RENEW

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

3. NOTICE TO PROCEED

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

4. INSURANCE REQUIREMENTS

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

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, 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.

6. TAXES

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

7. OWNERSHIP

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

8. PAYMENT OF INVOICES

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

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

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

9. JURISDICTION

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

10. NON-ASSIGNABILITY

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

11. BUDGET LIMITATIONS

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

12. SEVERABILITY

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

13. TERMINATION FOR CAUSE

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract; provided that the Parish shall give the Provider written notice specifying the Provider's failure(s). If within thirty (30) days after receipt of such notice, the Provider shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Provider in default and the Contract shall terminate on the date specified in such notice. The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this

Contract; provided that the Provider shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

14. TERMINATION FOR CONVENIENCE

The Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

15. AUDITORS

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

16. DISCRIMINATION CLAUSE

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

applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

17. INDEPENDENT CONTRACTOR

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

18. 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.

19. AUTHORITY TO ENTER CONTRACT

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

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

WITNESSES:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

Date

SAMPLE

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT:

Signature

Print Name

Signature

Print Name

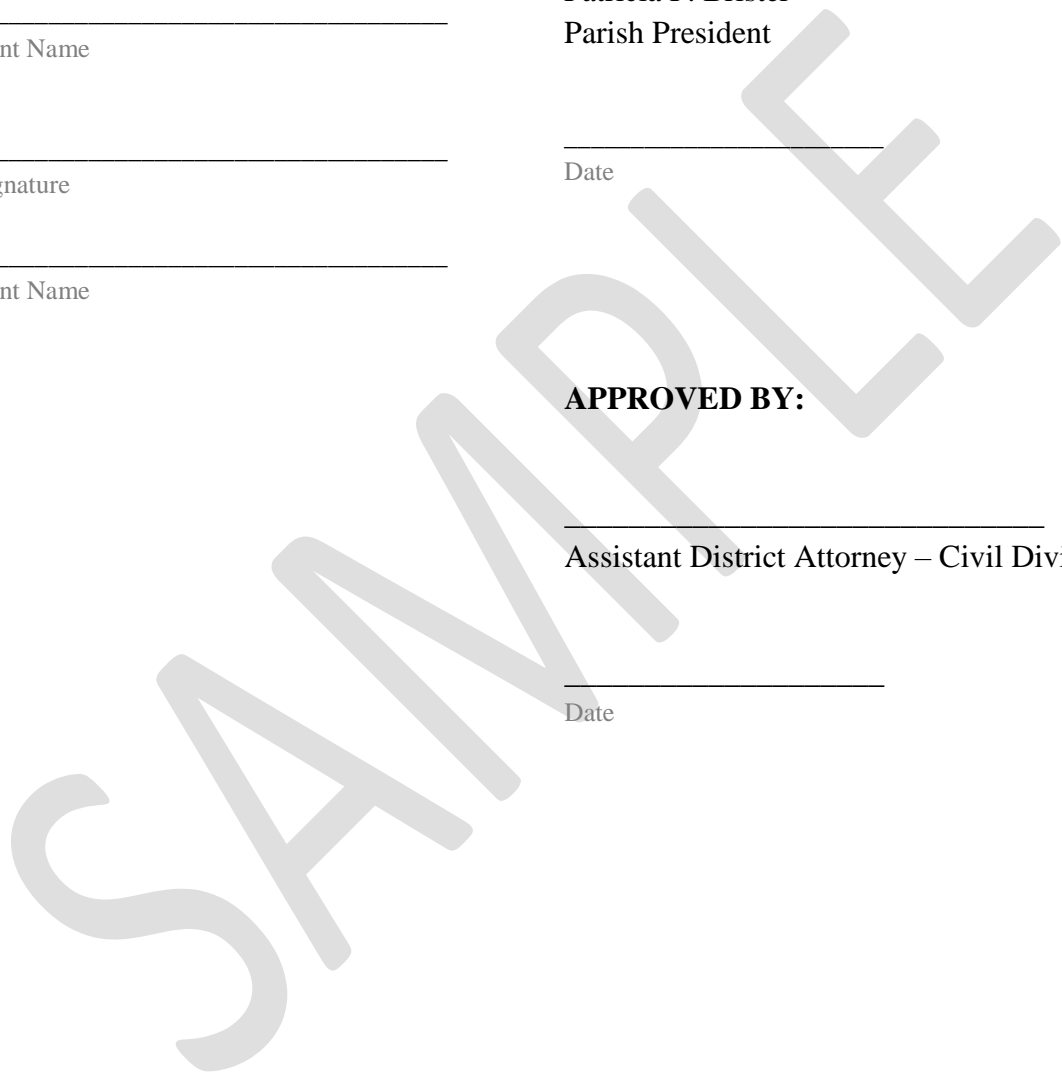
Patricia P. Brister
Parish President

Date

APPROVED BY:

Assistant District Attorney – Civil Division

Date





INSURANCE REQUIREMENTS*

Essential Services Project: Subdivision Stormwater Ponds – Phase 1 Aerators

RFP#: 19-01-3

*****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.

Endorsement for Pollution coverage for all vehicles used to transport fuel.



3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

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

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

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



5. **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.

***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.)



6. **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. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-2797
Fax: 985-898-3070
Email: riskman@stpgov.org**