



**ST. TAMMANY PARISH**  
**DEPARTMENT OF FINANCE**  
**PURCHASING DIVISION**  
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*Kevin Davis*  
*Parish President*

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## NOTICE TO PROPOSERS

Sealed proposals will be received by the Department of Finance, Purchasing Division, until 2:00 p.m., **Wednesday, March 23, 2011** and then opened and the proposals evaluated by the Purchasing Staff for the following project:

### **RFP #319-00-11-04-3 – 2011 The Push**

RFP number must appear on the outside of the envelope in which your proposal is submitted. Proposals without these identification numbers will be subject to disqualification and non-consideration.

The successful Proposer must supply St. Tammany Parish with a current certificate of liability insurance that provides evidence of current coverage per the attached requirements. Said proposer must also be in Good Standing and licensed to do business in the State of Louisiana.

A mandatory pre-bid conference will be held on Tuesday, March 15, 2011 at 10:00 A.M. in the St. Tammany Parish Council Chambers, 21490 Koop Dr, Mandeville, LA 70471.

Specifications may be obtained from the St. Tammany Parish Department of Finance, Purchasing Division, 21454 Koop Dr., Suite 2F, Mandeville LA. 70471 at a cost of \$30.00 or at [www.bidsync.com](http://www.bidsync.com). Telephone number (985) 898-2539. Any questions concerning electronic responses, please contact BidSync at 800-990-9339 ext 1.

\*\*\*\*Proposals will be received at 21454 Koop Dr., Suite 2F, Mandeville LA. 70471 from each proposer or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidsync.com](http://www.bidsync.com).

Purchasing Department

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**A. TERMS**

FEMA Federal Emergency Management Agency

LSA-R.S. Louisiana Statute Annotated, Revised Statute

PDA Parish Designated Agent

RFP Request for Proposal

STP St. Tammany Parish

“Bid” and “Proposal” are used interchangeably in this document.

“Contract” and “Agreement” are used interchangeably in this document.

END OF SECTION.

## **B. GENERAL SCOPE, MEASUREMENT AND PAYMENT**

### **GENERAL**

STP is requesting proposals, before the next hurricane season or emergency event occurrence, such that equipment and resources will be in place to clear the roads of debris. STP, through its PDA will provide a list of work areas to individual contractors to push related debris from the travel lanes of its roadway network in a priority order. Initially, priority routes will be cleared of debris to begin operation of key facilities such as power corridors that overlap roads that restore power to hospitals, gas stations, sewer facilities, FEMA distribution facilities, and shelters.

During the first 70 hours of a disaster declaration “The Push” is made. STP may or may not need to do the push depending on the level of intensity of a hurricane or the magnitude of the emergency event. STP does reserve the right to mobilize enough forces to handle the event at hand.

Assuming an event similar to Hurricane Katrina, STP may have every route blocked or hindered by hurricane debris. The Push may not be limited to just STP roadways. **STP will pay for clearing of debris from only those roads authorized by STP and reimbursed by FEMA as eligible.**

The successful contractors will be required to participate in an eight (8) hour training session at STP’s Emergency Operations Center in Covington, LA at a time to be determined by STP.

#### **A. PROPOSAL PROCESS:**

Proposals will only be considered from those entities signed in and represented at the pre-proposal meeting scheduled by STP. This RPF is requesting contractors to list their available resources including equipment, manpower, location of resources, and availability directly after a disaster declaration.

Selected contractors for the Push must have all equipment available for immediate mobilization following a disaster. Mobilization, insurance, and bonding will be part of the per hour rates established by your proposal.

#### **B. PAYMENT AND SELECTION**

The Contractor will be paid hourly for equipment and man hour at the rates proposed. The manpower must match the equipment used. Equipment that is not used during the entire day’s work can only be paid for the time actually used. The contractor will have to verify his hourly rates for manpower and equipment with the PDA prior to payment. The hours worked and/or the hours in use, the equipment type and operator for all work under this Contract shall be documented

daily for each hour worked. Mobilization must be included in the hourly rates of manpower and equipment usage.

#### C. PAYMENT ITEMS

STP shall award Time and Materials Contract with a “not to exceed” clause, and a limited performance period of 70 hours after activation.

The Contractor shall determine the type and number of equipment to be used. The equipment type (make, model, capacity, etc) shall be listed on the Equipment Schedule submitted. The Contractor must be able to supply each equipment/manpower type listed, or its equivalent, upon activation of the Contract.

#### D. LICENSE AND INSURANCE

The Contractor must be duly licensed to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable insurance coverages as is required by STP. The Contractor shall obtain any permits necessary to complete the work. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor’s or any Subcontractor’s actions, inactions, or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to STP. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

Certificate(s) of Insurance evidencing Contractor has the appropriate coverages in the required limits as set forth in “Attachment B” shall be submitted with Contractor’s proposal for this project. Prior to signing the contract, the Contractor shall furnish STP with these certificates with all the required endorsements. At STP’s option, within 24 hours following a request from STP, Contractor shall provide copies of insurance policies including all endorsements.

#### E. BID BOND

STP is requiring a \$50,000 (fifty thousand dollars) bid bond to be submitted with all proposals, in order that the proposer may be considered responsive.

#### F. PAYMENT AND PERFORMANCE BONDS

A payment and performance bond equal to the contract amount or \$500,000.00 (five hundred thousand dollars), whichever is higher, is required within 24 hours of the signing the initial contract documents. The Contractor shall be able to cover all expenses prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

## G. CONTENTS OF PROPOSAL AND AWARD CRITERIA

### **1. Contents of Proposal**

Proposers should letter and number responses exactly as the questions are presented herein. Interested proposers are invited to submit proposals that contain the following information:

- a) Introduction and Firm Information
  - Firm Name, Address, Phone, and Contact Person
  - Names of Firm's Principals for the purpose of checking Suspension and Debarment at [www.epls.gov](http://www.epls.gov)
- b) Background and Experience in Subject area
  - List previous debris removal operations or disaster related emergency work for other clients and include:
    - Name of disaster event
    - Name of Previous Client
    - Contract #, Award , Mission, Project or Job Number
    - Contact person at previous client, including name, address, phone and email
    - Letter(s) of recommendation
- c) Sub Contractors to be used in the Project, if any, including:
  - Name of Subcontractor(s)
  - Address
  - Contact person
  - Type and percentage of work to be completed by the Subcontractor(s)
- d) Availability and Operations Layout
  - State the staging area(s) where your workforce will be stationed awaiting Contract activation
  - State the time your equipment and operators will need to mobilize and be available for work (How soon after a disaster or emergency event will equipment and manpower be available?)
- e) Proposed Compensation
  - 1) BID SCHEDULE - List of all equipment, or

equivalent equipment, to be used for the Push project including the number of each type. Additional equipment/manpower may also be listed.

- 2) The hourly rates proposed should include:
- Maintenance and repairs, including but not limited to: fuel, oil, parts, tires, etc
  - Operator Labor
  - Administrative and overhead costs
  - Insurance, Licenses, and Bonding costs
  - Other associated charges to perform

## **2. Award.**

STP will award the proposal based upon the following criteria, weighted as indicated:

a. 50% weighting will be attributed to:

1. Background and Experience in Subject Area and references from previous clients.
2. Availability and Operations Locations.
3. Equipment to be used, and number of each type.

b. 50% weighting will be attributed to:

1. Unit Prices on the EQUIPMENT SCHEDULE. The average hourly rate for Items 00001-00011 will be used to weight proposals.

## H. CONTRACT TERM

Any contract for this initiative shall terminate at mid-night one year from the date the last party executed the Contract. The period of performance shall be limited to 70 hours after Notice to Proceed is received by the Contractor.

END OF SECTION

## **C. PROJECT MEETINGS**

### **GENERAL**

#### 1. MANDATORY PRE-BID MEETING

Any Contractor wishing to submit a Proposal is required to attend a mandatory Pre-Bid Meeting to be held at a time and place to be determined by STP.

#### 2. MANDATORY TRAINING SESSION

The successful contractors will be required to participate in an eight (8) hour training session at STP's Emergency Operations Center in Covington, LA at a time to be determined by STP.

#### 3. MEETING REQUIREMENTS INCLUDE

- A. The PDA may schedule and administer pre-deployment meetings, periodic progress meetings and specially called meetings throughout the term of this Contract.
- B. Representatives of Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents. The Contractor, or his duly authorized representative(s), shall be required to attend all project meetings.
- C. Attendance at meetings is required to ascertain that work is expedited consistent with Contract Documents and construction schedules.

#### 4. PRE-DEPLOYMENT MEETINGS

- A. PDA to schedule a deployment meeting prior to an anticipated event.
- B. Location: A central site, convenient for all parties, designated by the Provider.
- C. Attendance
  1. STP.
  2. PDA
  3. Contractor's Project Manager.
  4. Contractor's Superintendent.
  5. Major Subcontractors.
  6. Utilities.
  7. Others as appropriate.
- D. Suggested Agenda

1. Distribution and discussion of:
    - a. List of major subcontractors.
    - b. Projected work/contract Schedules.
  2. Critical work sequencing.
  3. Payment Application Procedures.
  4. Major equipment deliveries and priorities.
  5. Project Coordination.
    - a. Designation of responsible Contractor and PDA personnel.
  6. Procedures and processing of:
    - a. Field decisions.
    - b. Field monitoring and inspection.
    - c. Applications for Payment.
  7. Procedures for maintaining Project Files.
5. PROGRESS MEETINGS – AFTER DEPLOYMENT
- A. Progress meetings will be held every day at the end of the day.
  - B. Location of the meetings: Project field office of Contractor or PDA.
  - C. Attendance
    1. STP and/or the PDA Project Manager and his/her professional consultants as needed.
    2. Contractor's Superintendent.
    3. Subcontractors as needed.
    4. Others as appropriate.
  - D. Suggested Agenda
    1. Review, approval of meeting summary of previous meeting.
    2. Provide status of work completed including number and location of roads cleared.
    3. Field observations, problems and conflicts.
    4. Problems which impede work/contract Schedule.

5. Corrective measures and procedures to regain projected schedule.
6. Revisions to work/contract Schedule.
7. Progress, schedule, during succeeding work day.
8. Coordination of schedules.
9. Maintenance of quality standards.
10. Pending changes and substitutions.
11. Review proposed changes for:
  - a. Effect on work/contract Schedule and on completion date.
  - b. Effect on other contracts of the project.
12. Other business.
13. Project schedule.
14. Critical items.

END OF SECTION

**EMERGENCY ROAD NETWORK RESTORATION  
SERVICES CONTRACT NO. \_\_\_\_\_**

Be it known, that on this \_\_\_\_ day of \_\_\_\_\_, 2011, St. Tammany Parish (“STP” or “Parish”), through the Office of the Parish President and \_\_\_\_\_, a Louisiana corporation qualified to do and doing business in this State (“Contractor”) and STP do hereby enter into this Contract under the following terms and conditions:

**I. SCOPE OF SERVICES**

- (A) The Scope of Services (“Scope”) shall be entered as task of work to this Contract. The Scope shall be attached hereto as an Exhibit “A” and made a part hereof as if written herein in full. All work shall be under the direction of the Director of the Department (“Director”) approving and overseeing Exhibit “A”, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this Contract shall be through him. \_\_\_\_\_ shall be Contractor’s lead and designated representative to STP.
- (B) The compensation to the Contractor for these services shall be set out in the attached Scope.
- (C) There will be absolutely no fees or charges paid to Contractor to cover 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 each case, the work is initiated only upon receipt of a written work order from the Director, all which must include the STP Work Order, Purchase Order Number, and a maximum fee to be charged.

**II. DOCUMENTS**

- (A) The Contractor shall also furnish sufficient sets of plans, specifications, licenses, permits & Contract documents.
- (B) All data collected by the Contractor and all documents, notes, drawings, tracings, and files shall remain the property of STP except as otherwise provided herein. The Contractor shall furnish to the Director copies of any project documents requested by the Director.
- (C) STP shall furnish without charge all standard plans and specifications and any other information which STP now has in its files which may be of use to the Contractor. Contractor has the duty to and must confirm and verify all information contained therein.
- (D) The Contractor shall use the most current version of the standard forms of documents adopted and specified by STP 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 STP are or will become the

property of the Contractor but shall remain the property of STP to the extent STP has a property interest therein.

(E) Notwithstanding any Section hereinafter, there will be retention of all related records:

(1) All records, reports, documents and other material delivered or transmitted to Contractor by Parish shall remain the property of STP, and shall be returned by Contractor to STP, at Contractor'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 Contractor in connection with the performance of the services contracted for herein shall become the property of STP, and shall, upon request, be returned by Contractor to STP, at Contractor's expense, at termination or expiration of this Contract.

(2) STP and Contractor acknowledge and agree that STP has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Contractor further agrees that Contractor will furnish to STP, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Contractor or STP related to this Contract.

(3) Contractor 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 STP.

(4) Contractor shall retain all of its records and supporting documentation applicable to this Contract with STP 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 STP. In the event the Contractor goes out of existence, it shall turn over to STP all of its records relating to this Contract to be retained by STP for the required period of time.

(F) In the event there is re-use of any documents created by Contractor, Contractor invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

(G) STP agrees not to use Contractor's work product on any other project without the express written permission of the Contractor.

(H) All of Contractor's pre-existing or proprietary computer programs, software, information, standard details or material developed by Contractor outside of this Agreement shall remain the exclusive property of the Contractor.

### **III. PAYMENT OF ALL FEES AND ALL EXPENSES**

This Section shall apply to all payments that may be due Contractor by STP. The Scope shall set out the payment schedule.

#### **IF ON AN HOURLY BASIS:**

1. Notwithstanding any section herein or the Scope, 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 classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, STP shall pay the Contractor in accordance with the rate schedule established in this Contract. All other services shall disclose and be invoiced according to percentage of work completed. Contractor agrees to submit a written & 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., site work with location/address, drafting of plans, review of files, etc.). Payments to the Contractor for services shall be made upon presentation of the invoice for work performed during the preceding period.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Prior approval in writing is required for all copying, reproduction or digital imaging costs.
3. There shall be no fees charged by nor paid to Contractor for consultation with STP, except with the expressed written authorization; there shall be no payment to Contractor for secretarial time, attendance at public meetings and travel time for consultation with STP without the expressed written pre-approval of STP.
4. Invoices for services shall be submitted by Contractor to Director for review and approval.
  - (a) All invoices must indicate STP Purchase Order Number & Work Order Number.
  - (b) All billings by Contractor for services rendered shall be submitted in writing with supporting documentation attached.
  - (c) Contractor shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by Director. Failure by Contractor to obtain pre-approval from Director of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
  - (d) Out-of-state or out-of-parish travel time, only and specifically at the direction and for

the convenience of the Director, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the Director.

- (e) Contractor agrees to comply with the instructions when submitting invoices. Contractor shall provide excel spreadsheets of the invoice data if requested by STP.
  - (f) Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be said Contractor's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. STP agrees to make payment to Contractor for services upon receipt and approval of each invoice. STP will pay Contractor the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, STP 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 STP disputes or otherwise may question the accuracy of each invoice or quality of all work performed, STP may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. STP agrees to not unreasonably withhold payments of any invoice.
6. Other than the fee schedule herein, there will be absolutely no additional fees due Contractor 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(s).
7. This Contract shall be based on a "Not to Exceed" amount stated in the Scope, Exhibit "A".

**IF ON A LUMP SUM BASIS:**

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, STP shall pay the Contractor a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

**IV. NON-ASSIGNABILITY**

Contractor shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of STP, provided however, that claims for money due or to become due to the Contractor from STP 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 STP.

## **V. BUDGET LIMITATION**

- (A) STP shall determine the budget for this project, and STP shall advise the Contractor of the budget limitation in writing. The Contractor 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 Contractor to advise STP in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Contractor understands and specifically warrants that it assumes the sole responsibility to advise STP in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, STP understands that the Contractor has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Contractor's qualifications and experience.
- (C) The continuation of this Contract is contingent upon the appropriation of funds by STP to fulfill the requirements of the Contract. If STP 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.

## **VI. NOTICE TO PROCEED**

STP, through the Director, shall notify the Contractor in writing the Work Order Number and Purchase Order Number and to undertake the services stated herein, and the Contractor shall commence the services immediately after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Contractor's receipt of the notice to proceed. If STP desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and STP and the Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed within the specified Contract performance period. The Contractor 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 Contractor for such delays.

## **VII. INSURANCE**

The Contractor shall secure and maintain at its expense such insurance as may be required by the attachment Exhibit "B". It is specifically understood that this Agreement shall not be effective until such time as all insurance requirements are met by the Contractor and approved by STP.

## **VIII. OTHER TERMS AND CONDITIONS AND FEDERALLY REQUIRED CLAUSES**

- (A) The Contractor shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Contractor, including but not limited to those that may be required by this State and/or STP. The Contractor agrees to renew and or keep current all licenses and commissions herein. The Contractor 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 STP.
- (B) The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in STP. In the event STP must have work done by change order or addition resulting from an error or omission by the Contractor, Contractor shall provide, at no cost to STP, all professional services attributable to the change order. This is in addition to STP's right to recover from Contractor any damages for its errors and omissions.
- (C) The Contractor shall indemnify and hold harmless STP 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 negligent acts, errors, and/or omissions, by Contractor, its agents, servants or employees, while engaged in connection with the services required to be performed by the Contractor under this Agreement.
- (D) This Agreement shall be binding upon the successors and assigns for the parties hereto.
- (E) This Agreement, including all Solicitation documents and Addenda, represents the entire Agreement between STP and Contractor.
- (F) If there is any dispute concerning this Agreement, the laws of Louisiana shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this Agreement or any breach thereof shall be in the 22nd Judicial District Court for STP, State of Louisiana. It is also understood and agreed that the laws and ordinances of STP shall apply.
- (G) In the event that the Contractor modifies STP's Contract documents without the expressed prior written consent of STP, the Contractor shall indemnify and hold harmless STP 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 STP 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 STP as a result of the Contractor's deviation from STP's Contract documents.

- (H) Contractor agrees to a covenant against contingent fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, STP 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.
- (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", "STP", "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 Contractor is not retained exclusively by STP but that STP may be retain other Contractors during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between STP and other parties who have engaged Contractor, the Contractor agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to STP, nor will Contractor take any action on behalf of STP directly adverse to any other client.
- (P) Contractor warrants that Contractor is qualified to perform the intended purposes of this Agreement. In the event that Contractor becomes not fit nor qualified for any reason whatsoever, then Contractor agrees to withdraw from work herein at no cost to STP. In the event that STP determines that Contractor is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of STP, then Contractor agrees to withdraw from this Agreement.

- (Q) Contractor specifically agrees and understands that Contractor 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) Contractor agrees to ensure that its personnel are, at all times, educated and trained, and further, that Contractor and its personnel will perform all work and services of a reasonably-related Contractor in STP.
- (S) Contractor agrees to perform all services in a workmanlike and professional manner. Contractor recognizes and understands that time is of the essence. Contractor agrees to perform and provide services in accordance with this Agreement and all incorporated attachments.
- (T) Contractor shall be responsible for any and all losses and damages suffered by STP, including but not limited to costs of any & all STP employee time associated thereto, out of pocket expenses, and any other expenditure by STP to remedy, replace, correct, and/or cure Contractor or Contractor's personnel negligent actions or inactions.
- (U) Contractor agrees that it will be responsible for all of its own actual and reasonable related expenses for its on & off-site office work. Contractor further agrees that STP will not be responsible for or in anyway liable for Contractor's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Contractor's business other than the specific fees & costs generated under the terms of this Agreement.
- (V) Contractor agrees that this Contract and all Contracts with Subcontractors for work to be performed under this Contract are subject to the provisions of Louisiana Revised Statutes Title 38, and, specifically, Title 38, Chapter 10.
- (W) **FEDERALLY REQUIRED CLAUSES AND CLAUSE FLOW-DOWN**
- (1) The Contractor agrees to comply with all Federal, State and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State or Parish funding. Contracts funded with Federal or State monies may have additional requirements and regulations pertaining to reporting which may not be described herein.
- (2) The Contractor agrees to comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to patent rights.
- (3) The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to copyrights and rights in data.

(4) The Contractor agrees to grant access by the Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(5) The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

(6) The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts in excess of \$100,000). These regulations are herein incorporated by reference in this Contract.

(7) The Contractor agrees to comply with 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this Contract.

(8) The Contractor agrees that it will insure that any of its agents, contractors or subcontractors will also comply with the above requirements and that any contract entered into by Contractor in furtherance and/or performance of Contractor's agreement with the Parish will contain the above required clauses.

## **IX. TERMINATION AND SUSPENSION**

### **(A) Termination for Cause**

STP may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that STP shall give the Contractor written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then STP may, at its sole and exclusive option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of STP and specifically supervised by STP. Any work performed by Contractor during this period without the actual knowledge of STP and not under the supervision of STP shall not be compensated nor honored; Contractor specifically waives and forfeits any and all claims to payment, compensation, quantum meruit, and/or reimbursement from STP of any work performed during this period in violation of this paragraph. Contractor agrees and

understands specifically that satisfactory performance shall be unilaterally and exclusively determined by STP.

(B) Termination for Convenience

Notwithstanding any other section herein, STP may terminate this Contract at any time and for any reason whatsoever by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been actually and satisfactorily performed.

(C) Right to Cancel

- (1) The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by STP. If STP 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 the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of STP.
- (2) Either party shall have the right to cancel this Contract, with or without cause, by giving the other party (30) days written notice.

(D) Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this Contract, with or without cause, by giving the other party (30) days written notice. STP has the right to cancel this Contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by STP.
2. By mutual Agreement and consent of the parties hereto.
3. By STP as a consequence of the Contractor's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Contractor.
4. By either party upon failure to fulfill its obligations as set forth in this Contract.
5. In the event of the abandonment of the project by STP.

(E) Upon termination, the Contractor shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

- (F) Upon termination, the Contractor shall deliver to STP all original documents, notes, drawings, tracings, computer files, and files except the Contractor's personal and administrative files.
- (G) Should STP desire to suspend the work, but not definitely terminate the Contract, this may be done by thirty (30) days notice given by STP to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from STP of thirty (30) days notice in writing to that effect. Contractor shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this Contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- (H) There is a right to cancel by STP by giving thirty (30) days notice to Contractor and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of STP at any time herein.
- (I) 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.
- (J) Termination or cancellation of this Agreement will not affect any rights or duties arising under any term or condition herein.
- (K) As to the filing of bankruptcy, voluntarily or involuntarily, by Contractor, Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, STP shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Contractor is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of STP. All rights of Contractor as to goods, wares, products, services, materials and the like supplied to STP shall be deemed forfeited.

## **X. AUDITORS**

Notwithstanding other Sections herein, Contractor shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that STP Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Contractor which relate to this Contract. Such audit may be commenced at any reasonable time. Contractor 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 STP that Contractor delays, retards, interferes with or otherwise interrupts such an audit, STP may seek such relief as per law. In such an event, Contractor agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

## **XI. TERM OF CONTRACT**

- (A) The effective date of this Agreement shall begin on the date of STP President's signature, or that of his duly authorized representative, or STP's acceptance of the Contractor'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 STP President or his designee.
- (B) This Professional Services Contract shall terminate as follows:
  - (1) As per the terms and conditions of Paragraph X hereinabove, and/or
  - (2) As per operation of law, and/or
  - (3) As Agreement between the parties, and/or
  - (4) As per STP Charter.
- (C) The performance period under this Contract shall be set by STP at the time of the emergency event and will be contingent upon the nature and extent of the emergency event.

## **XII. DISCRIMINATION CLAUSE**

Contractor 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. Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Contractor 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. Contractor 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 Contractor'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.

### **XIII. INDEPENDENT CONTRACTOR**

- (A) While in the performance of services or carrying out obligations herein, the Contractor shall be acting in the capacity of an independent Contractor and not as an employee of STP. STP shall not be obliged to any person, firm or corporation for any obligations of the Contractor arising from the performance of its services under this Agreement. The Contractor shall not be authorized to represent STP with respect to services being performed, dealings with other agencies, and administration of specifically related Contracts, unless done so in writing by STP.
- (B) Contractor hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Contractor 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. Contractor agrees to indemnify and hold STP harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from STP's treatment of Contractor as independent Contractor.
- (C) Contractor further agrees to reimburse STP for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- (D) Contractor agrees and acknowledges that it is an independent Contractor as defined in LSA-R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Contractor an employee of STP nor create a partnership between Contractor and STP.
- (E) Contractor acknowledges Exclusions of Workmen's Compensation Coverage. Contractor acknowledges of the exclusion of Unemployment Compensation coverage.
- (F) Contractor agrees to a waiver of any and all sick and annual benefits from STP. It is expressly agreed and understood between the parties entering into this personal service Contract, that Contractor, acting as an independent agent, shall not receive any sick and annual leave from STP.

**XIV. 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 exchange in a like manner:

Parish of St. Tammany:      Office of the Parish President  
   P.O. Box 628  
   Covington, La. 70434  
   (504) 898-2700

Contractor: \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

**XV. RECORDATION OF CONTRACT**

Contractor agrees to pay for, reimburse, or otherwise authorize deduction from any payment due herein for recordation of this Contract in full or an excerpt hereof, all at the option of Contractor. Contractor agrees to execute an excerpt or extract of this Agreement for recordation purposes. If Contractor does not specify its option upon signing of this Agreement, then STP shall assume that an excerpt is to be prepared, presented for signature by the parties, recorded with the Clerk of Court, and all fees deducted from the payment(s) due Contractor. If Contractor fails to execute such an excerpt, then STP shall file and record the entire Contract and all attachments at the expense of Contractor and is herewith authorized to deduct all related costs from any proceeds due Contractor, all at the sole and exclusive option of STP.

**XVI. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this Agreement. STP shall require, as an additional provision, that Contractor provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Agreement in the event that Contractor is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This Agreement is executed in three (3) originals. IN TESTIMONY WHEREOF, they have executed this Agreement, the day and year first above written.

**WITNESSES**

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

\_\_\_\_\_  
William Oiler  
Title: Chief Administrative Officer  
St. Tammany Parish

Division 2A  
St. Tammany Parish  
Road Network Restoration (The Push)

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

WITNESSES

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

Kelly M. Rabalais  
Executive Counsel to the Parish President

**EXHIBIT A TO SERVICES CONTRACT NO. \_\_\_\_\_**

**Contractor Name:**  
**Contractor Address:**  
**Contractor City, State & Zip:**  
**Contractor Phone:**

**Contractor Federal Tax ID#:**

**Project Name: Road Network Restoration (The Push)**

On this \_\_\_ day of \_\_\_\_\_, 2011, Contractor submits the following Scope of Services to be an Exhibit to STP Service Contract No. \_\_\_\_\_.

**I. SCOPE OF SERVICES**

The Contractor shall furnish all labor, materials and equipment to perform all of the work required in RFP # \_\_\_\_\_ for the Restoration of Roads following a disaster or emergency event, as is determined by STP and to complete said work in a thorough and workmanlike manner. It is recognized by the parties herein that said Bid Documents shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Bid Documents are incorporated herein by reference with the same force and effect as though said Bid Documents were herein set out in full. Copies of the aforementioned Bid Documents are in the possession of both the Contractor and STP for reference. The term of this Contract shall end at midnight one year from the date the last party signs the Agreement, or upon STP's acceptance of Contractor's insurance coverage, or bonding, unless extended in writing by Exhibit or Contract Amendment approved by STP.

**II. PAYMENTS**

- A. The maximum cumulative fee that can be charged for all work on this Contract, including the work performed, shall be billed per the Rate Schedule and shall not exceed **\$500,000.00** (Five hundred thousand dollars) unless increased in writing by Exhibit or Contract Amendment approved by STP.
- B. Payments will be based on partial payments in accordance with the attached agreed upon Rate Schedule. Payments to the Contractor shall be prorated as follows:

Payments shall be made upon receipt and verification of invoices submitted for services completed.

**III. CERTIFICATES AND LICENSES**

Enclosed are copies of all bonding documents, certificates of insurance and copies of Louisiana licenses and commissions customarily required by Contractor, including but not limited to those that may be required by this State and/or STP.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Shannon Davis, Director, Department of Public Works, St. Tammany Parish

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly M. Rabalais, Parish Attorney/Executive Counsel to Parish President

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
William Oiler, Chief Administrative Officer, St. Tammany Parish

END OF SECTION

Road Network Restoration  
(The Push)  
Insurance Requirements

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and STP from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to STP and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to STP, in writing, on all of the required coverage provided to STP. All policies and notices should name the Provider and STP. STP shall be allowed to examine the policies at any time.
- B. All policies must provide for and certificates of insurance must contain the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against STP, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*
  2. Additional Insured: STP shall be named as additional named insured with respect to general liability, automobile liability, excess liability, and pollution/environmental liability coverages, if applicable. *Policy endorsements required.*
  3. Hold Harmless: Provider's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of STP by referencing same on the face of the Certificate(s) of Insurance issued.
  4. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the STP for payment of any premiums or for assessments under any form of policy.
  5. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. The Provider shall provide at its own expense, proof of the following insurance coverage required by the Contract to STP by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A, Category VII.
1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

- a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal Injury;
  - e) Broad form property damage;
  - f) Explosion, collapse and underground coverage.
2. Contractor's Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, and include coverage for all such hazardous waste and/or environmental exposures that may be affected by this project, including, but not limited to, petroleum products, toxic chemicals, asbestos and lead based paint.
3. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:
- a) Any automobiles;
  - b) Owned automobiles;
  - c) Hired automobiles;
  - d) Non-owned automobiles;
  - e) Uninsured motorist.
4. Workers' Compensation/Employers Liability Insurance:
- \$500,000 each accident, \$500,000 each disease, \$500,000 disease policy aggregate; \$1,000,000 each accident if working on, at, or near navigable waterways and coverage must be extended to include USL&H and Jones Act exposures; *Coverage for owners, officers and/or partners shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate. Exclusions are not accepted.*
5. Owners' and Contractors' Protective Liability (OCP) Insurance shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit, each occurrence. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Department of Finance, Office of Risk Management, P O Box 628, Covington, LA 70434.
- D. An umbrella policy or excess policy may be allowed in order to meet minimum coverage limits, subject to parish approval.
- E. All policies of insurance shall meet the requirements of STP prior to the commencing of any

work. STP has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to STP as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to STP, the Provider shall promptly obtain a new policy, timely submit same to STP for approval and submit a certificate thereof as provided above. STP agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that STP cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by STP. In the event that the second submission is insufficient or is not approved, then STP 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.

- F. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of STP, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- G. Provider shall maintain a current copy of all annual insurance policies and provide same to STP on an annual basis or as may be reasonably requested.

***NOTICE: STP reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to Department of Finance, Office of Risk Management prior to execution of a contract for services.***

**For inquiries regarding insurance requirements, please contact:**

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

END OF SECTION.

## SUPPLEMENTAL CONDITIONS

### BID INSTRUCTIONS

1. For submitting bids, the only form used shall be the pre-approved RFP Schedule. Necessary copies of this form will be furnished for bidding.
2. RFP Schedule must be printed in ink or typed. Illegibility or ambiguity therein may constitute justification for rejection of the bid.
3. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the State License Number of the bidder, if required, its address, the Bid or RFP# and the name of the Contract for which the bid is submitted.
4. The price quoted for the work shall be stated in words and figures. The price in the RFP Schedule shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the Bid Documents, and shall include all applicable Federal, State, Parish, municipal or other taxes. The price bid for the items listed on the RFP Schedule will include the cost of all related items not listed, but which are normally required to do the type of work bid.
5. The bid shall be properly signed by the bidder. If the bidder is an individual, any and all names and post office addresses must be shown; if a firm or partnership, the name and post office address of each principal of the firm or partnership must be shown, together with satisfactory proof that said partner/agent possesses the requisite authority to so appear, sign and bind; if a corporation, the President, Vice-president or secretary shall sign, and said agent must attach written authorization of the corporation by resolution or otherwise that the said agent has to requisite authority to so appear, sign and bind; all corporate or partnership Proposals must show the name of the corporation/partnership, the name of the state under the laws of which the corporation/partnership is chartered/registered, and the names, titles and business address of the officers/partners, and satisfactory evidence of the authority of the officer signing for the corporation/partnership; in the event the Proposal is submitted by an agency, said agency and its representative shall submit the requisite authority to appear, sign and bind said agency.
6. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided the request in writing, executed by the bidder or its duly authorized representative and is filed with STP prior to that time. When such a request is received, the bid will be returned to the bidder unopened.
7. Written communications, over the signature of the bidder, to modify bids will be accepted and the bid corrected in accordance therewith if received by STP prior to the scheduled closing time for receipt of bids. Oral, telephonic or telegraphic modifications will not be

8. No oral interpretation obligating STP will be made to any bidder as to the meaning of the Bid Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to STP. No inquiry received within five (5) days prior to the day fixed for opening of the bids shall be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications. All such addenda shall become part of the Bid Documents. Failure of STP to send or if any bidder fails to receive any such interpretation shall not relieve any bidder from any obligation under this bid as submitted without modification.
9. STP reserves the right to reject any or all bids, to waive informalities, and to make award as it may elect. Incomplete, informal or unbalanced bids may be rejected. Reasonable grounds for belief that any one bidder is concerned or has an interest either directly or indirectly with more than one bid will cause rejection of all bids wherein such bidder is concerned. If required, a bidder shall furnish satisfactory evidence of its competence and ability to perform the work stipulated in its Proposal. Incompetence to properly perform the work will constitute cause for rejection. If STP determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected as per law.
10. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
11. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2224, or as otherwise as per law.
12. Bids shall be received by STP for all work included in the Bid Documents of this Project. Bids shall be received at the office of St. Tammany Parish Government, Department of Finance, ATTN: Purchasing Department, 21490 Koop Drive, Mandeville, LA 70471 until the time and date denoted in Advertisement for Bids, at which time and place bids shall be publicly opened and read aloud to those present. Bids may also be mailed to P.O. Box 628, Covington LA, 70434, and must be received by the Purchasing Department before the bid opening.

#### AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.

1. The award of the Contract, if it is awarded, will be to the lowest responsible bidder possessing the ability to perform successfully under the terms of the Bid Documents. Consideration will be given to such matters as Contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources. No award will be made until STP has concluded such investigations as it deems necessary to establish the reasonableness of the bid, responsibility, qualifications and financial ability and stability of the bidders to do the work in accordance with the Bid Documents to the satisfaction of STP within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. STP reserves the right to reject the bid of any bidder which does not meet such qualifications to STP's satisfaction, together with financial ability and stability. In analyzing bids, STP may take into consideration alternates and unit prices, if requested by the bid forms. STP will also take into account if the Contract is awarded, STP shall give the successful bidder written notice of the award within sixty (60) days after the opening of the bids. The provisions of LSA-R.S. 38:2212 shall apply herein to all bidders.

2. Prior to the execution of the Contract, the Contractor shall deliver to STP the required bonds.
3. Failure of the successful bidder to execute the Contract and deliver the required bonds within twenty (20) days of the notice of the award shall be just cause for STP to annul the award and declare the bid and any guarantee thereof forfeited.
4. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless STP from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful bidder to whom the Contract is awarded, shall furnish a surety bond in an amount of at least equal to one hundred (100%) percent of the Contract price. The Contract shall not be in force or binding upon STP until such satisfactory bond has been provided to and approved by STP. The Surety Company shall be approved by STP and the cost of the bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions. Bonds shall be executed before STP's counsel.
5. No Surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the general conditions of these specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
6. All bonds must be provided by a company which conforms to the A.M. Best Company rating of no less than A-, Category VII. In order to be approved, the Company which furnishes the bond must be authorized to do business in the State of Louisiana and approved by the Commissioner of Insurance of the State of Louisiana.
7. Should the Contractor's Surety, even though approved and accepted by STP, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or

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

8. The Contractor's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. STP reserves the right to do extra work or make changes by altering, adding to deducting from the work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
9. The bond shall also secure for STP the faithful performance of the Contract in strict accordance with plans and specifications. It shall protect STP against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of STP occurring through failure of the Contractor to perform.
10. The Performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by STP; all to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc. and to assure payment of any damage to property of STP or others as a result of such defective materials, equipment, workmanship, etc.
11. Contractor shall pay for cost of recording the Contract and bond and cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of STP, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract specifications.

## SUBCONTRACTS

1. Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the items of materials or equipment), whether initially or as a substitute, against whom STP may have reasonable objection. A Subcontractor or other person or organization identified in writing to STP by Contractor prior to the Notice of

Award and not objected to in writing by STP prior to the Notice of Award will be deemed acceptable to STP. Acceptance of any Subcontractor, other person or organization by STP shall not constitute approval of all work by subcontractor not in conformance with Contract documents. If STP, after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by contractor after Notice of Award, Contractor shall submit an acceptable substitute and the Contract price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, other person or organization against whom it has reasonable objection. Contractor shall not, without the consent of STP, make any substitution for any Contractor, Subcontractor, other person or organization who has been accepted by STP in writing unless determined that there is good cause for doing so.

2. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between STP and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the STP to pay or to see to the payment of any monies due any Subcontractor.
3. Nothing in the Contract documents shall be construed to control the Contractor in dividing the work among approved Subcontractors or delineating the work to be performed by any trade.
4. The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract documents prior to beginning work. Every Subcontractor, by undertaking to perform any of the work, shall thereby automatically be deemed bound by such terms and conditions.
5. The Contractor shall indemnify and hold harmless the STP and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract documents.
6. Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by STP and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, STP may, at its exclusive and unilateral discretion, order the Contractor to do such work on a Force Account Basis.

ACCEPTANCE AND FINAL PAYMENT(S)

1. Retainage monies, minus those funds deducted in accordance to the requirements of law and this agreement shall be due Contractor not earlier than forty-six (46) days after recordation of certificate of STP's acceptance provided the following:
  - (a) Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance.
  - (b) Ensure that the official representative of STP has accepted as per LSA-R.S. 38:2241.1 et seq. and that all following subsections have been properly satisfied as per law.
    - (1) Ensure that all signatures are affixed and that there exists the requisite authority for all signatures.
    - (2) Ensure accurate and proper legal descriptions.
    - (3) Properly identify all parties and/or signatories.
    - (4) Properly identify all mailing addresses.
    - (5) Correctly set for the amount of the contract, together with all change orders.
    - (6) Set out a brief description of the work performed.
    - (7) Reference to any previously recorded contract, lien or judgment inscription that may affect the property.
    - (8) Certification that substantial completion has occurred, together with any applicable date(s).
    - (9) Certification that no party is in default and/or that the project has been abandoned.
2. After securing the clear lien and privilege certificate the Contractor shall prepare final application for payment and submit to STP. STP shall approve or state its objections in writing and forward to STP for payment.

Division 2 – Attachment C  
St. Tammany Parish  
Road Network Restoration (The Push)

END OF SECTION.

**RFP SUBMISSION, QUESTIONS AND GENERAL INFORMATION**

• **RFP Submission & Questions**

**SEALED Proposals must be received no later than March 23<sup>th</sup> 2011 @ 2:00pm CST.**

Questions should be addressed to Anthony Smith, Purchasing Manager at the address below, or via email at [purchasing@stpgov.org](mailto:purchasing@stpgov.org). **Note: STP will not respond to any questions concerning this project after 4:30 P.M. on March 15<sup>th</sup> 2011.**

Responses to this Solicitation should be hand-delivered or mailed to:

**Anthony Smith, Purchasing Manager  
St. Tammany Parish Finance Department  
21454 Koop Drive, Suite 2F  
Mandeville LA 70471**

Five (5) copies of the RFP should be submitted in sealed envelopes and identified on the outside as:

**SEALED RFP # 319-00-11-04-3  
2011 ROAD NETWORK RESTORATION (THE PUSH)**

All Bids from responsible and responsive bidders will be ranked with the lowest cost firm being selected. In the event a contract cannot be executed, the Parish will contact the second lowest cost firm.

**General Information:**

1. St. Tammany Parish reserves the right to revise any part of the Solicitation by issuing an addendum to the Solicitation.
2. Bid Rejection  
Issuance of this Solicitation in no way constitutes a commitment by St. Tammany Parish to award a contract. St. Tammany Parish reserves the right to accept or reject, in whole or part, all Bids submitted and/or cancel this announcement if it is determined to be in St. Tammany Parish's best interest.

3. Withdrawal of Bid

A proposer/respondent may withdraw a Bid that has been submitted and received up to twenty four (24) hours prior to the date and time the Bid is due. To accomplish this, a written request signed by the authorized representative of the proposer/respondent must be submitted to the St. Tammany Parish Purchasing Department, 21454 Koop Dr, Suite 2F, Mandeville, LA 70471.

5. Subcontracting Information

St. Tammany Parish shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the Solicitation. This general requirement notwithstanding, Contractors may enter into Sub-Contractor arrangements, however the Prime-Contractor should acknowledge in their Bid total responsibility for the entire contract.

**If the proposer/respondent intends to subcontract for portions of the work, the proposer/respondent should include specific designations of the tasks to be performed by the Sub-Contractor, the Subcontractor(s) Name, address and the names and addresses of the principals of the Subcontracting firm.**

**Information and performance required of the proposer/respondent under the terms of this Solicitation is also required for each Sub-Contractor. Unless provided for in the contract with St. Tammany Parish, the Prime-Contractor shall not contract with any other party for furnishing any of the work and services herein contracted for without the express written approval of St. Tammany Parish. All Federally required contract clauses flow down to all subcontracts.**

St. Tammany Parish encourages the use of State-certified Disadvantaged Business Enterprises (DBEs). Respondents proposing to subcontract with Disadvantaged Business Enterprises, will be required to report information about the work performed by the DBE firm(s).

6. Ownership of Bid

All materials submitted in response to this request become the property of St. Tammany Parish. Selection or rejection of a Bid does not affect this right.

7. Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Bid identified as such must be clearly marked in the Bid and shall be handled in accordance

with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any Bid marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

8. Cost of Preparing Bids

St. Tammany Parish is not liable for any costs incurred by prospective proposer/respondents prior to issuance of or entering into a contract. Costs associated with developing the Bid, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by St. Tammany Parish.

9. Errors and Omissions in Bid

St. Tammany Parish shall not be liable for any errors in Bids. St. Tammany Parish reserves the right to make corrections or amendments to the Solicitation due to errors identified in Bids by St. Tammany Parish or the proposer/respondent. St. Tammany Parish, at its option, has the right to request clarification or additional information from the proposer/respondents; if requested, such information shall be provided within fourteen (14) days of request.

10. Contract Award and Execution

St. Tammany Parish reserves the right to enter into a Contract without further discussion of the Bid submitted based on the initial offer received. St. Tammany Parish reserves the right to contract for all or a partial list of services offered in the Bid.

The Solicitation and Bid of the selected proposer/respondent shall become part of any contract initiated by St. Tammany Parish.

The selected proposer/respondent shall be expected to enter into a contract which is basically the same as the sample contract included as an Attachment to this Solicitation. In no event shall a proposer/respondent submit its own standard contract terms and conditions as a response to this Solicitation. The proposer/respondent should submit with their Bid any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer/respondent.

If the selected proposer/respondent fails to sign the final contract within ten (10) working days of delivery of it, St. Tammany Parish may elect to cancel the award and award the contract to the next ranked firm.

11. Code of Ethics

Proposers are responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

**ST. TAMMANY PARISH  
 ROAD NETWORK RESTORATION  
 EQUIPMENT SCHEDULE - THE PUSH**

ITEM	MANPOWER/PERSONNEL (TITLE)	Equivalent Equipment Proposed (if applicable)	# of Units Available	Hourly Rate
00001	SKID STEER LOADER			
00002	TRACK HOE (CAT 315 OR EQUAL)			
00003	RUBBER TIRE FRONT END LOADER (544 & SMALLER)			
00004	RUBBER TIRE FRONT END LOADER (GREATER THAN 544)			
00005	RUBBER TIRE BACK HOE			
00006	LOWBOY TRACTOR TRAILER (29 TONS & SMALLER)			
00007	LOWBOY TRACTOR TRAILER (30 TONS & LARGER)			
00008	AREA SUPERINTENDENT			
00009	CREW FOREMAN W/TRUCK & PHONE			
00010	CHAINSAW & OPERATOR			
00011	LABORER/LAGMAN			
<b>ITEMS 00001 - 00011 WILL BE USED TO EVALUATE PROPOSALS</b>				
00012				
00013				
00014				
00015				
00016				
00017				
00018				
00019				
00020				

**\* Equipment rates should include the cost of the Operator. // Attach additional sheets if needed.**

List any additional manpower or equipment needed for the project. Any changes to equipment listed must be approved by STP or its designated agent. Only the equipment listed shall be authorized under the Contract. Upon award of contract, the Contractor shall furnish to the Parish a listing of each piece of equipment to be used including make, type model, license or registration number, and serial # / VIN#. Any equipment not listed shall be approved by STP or its designated agent prior to performing work under the Contract.

**BYRD ANTI-LOBBYING CERTIFICATION**  
**31 U.S.C. 1352**

The undersigned \_\_\_\_\_ (print name) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] A copy of Standard Form LLL is available from St. Tammany Parish Government.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Division 3 (Submittal 2)  
St. Tammany Parish  
Road Network Restoration (The Push)

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification, Contract and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**THIS SIGNED FORM MUST BE SUBMITTED WITH THE SEALED BID**

Division 3 – Submittal 3  
St. Tammany Parish  
Road Network Restoration (The Push)

\_\_\_\_\_ (Entity Name)  
\_\_\_\_\_ City, Parish

TRANSMITTAL LETTER

ANNUAL FINANCIAL STATEMENTS

(Date) \_\_\_\_\_

**Mr. Anthony Smith, Purchasing Manager**  
St. Tammany Parish Finance Department  
21454 Koop Drive, Suite 2F  
Mandeville LA 70471

Dear Mr. Smith:

Enclosed are the annual financial statements and Affidavit for my firm, as of and for the year ended \_\_\_\_\_. The statements include all funds under the control of this entity. The accompanying financial statements have been prepared on the \_\_\_\_\_ (cash basis or accrual basis) \_\_\_\_\_ of accounting.

Sincerely,

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Name

Enclosures

**Affidavit for Financial Statements**

\_\_\_\_\_ ENTITY NAME  
\_\_\_\_\_ Parish  
\_\_\_\_\_ (City), State

**SWORN FINANCIAL STATEMENTS**

Personally came and appeared before the undersigned authority, \_\_\_\_\_  
\_\_\_\_\_ (officer name), who, duly sworn, deposes and says that the financial  
statements herewith given present fairly the financial position of \_\_\_\_\_  
\_\_\_\_\_ (entity name) as of \_\_\_\_\_, and the results of operations  
for the year then ended, in accordance with the basis of accounting described within the  
accompanying financial statements.

\_\_\_\_\_  
Officer Signature

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\*\*\*\*\*

Officer's Name \_\_\_\_\_

Officer's Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ph/Fax/E-mail \_\_\_\_\_

\_\_\_\_\_ (Agency Name)

Balance Sheet, on \_\_\_\_\_

	Total
<b>ASSETS (balances at end of year) -Give brief description:</b>	
1. Cash and cash equivalents on hand	\$ _____
2. Investments (fair value) on hand	_____
3. Office furnishings (Cost of desks, etc)	_____
4. Equipment (Cost of machines, vehicles etc)	_____
5. Other (describe)	_____
6. <b>Total Assets</b> (add lines 1 - 5)	\$ _____

<b>LIABILITIES AND FUND BALANCE (at end of year):</b>	
7. Liabilities (give brief description):	\$ _____
8. _____	_____
9. _____	_____
10. _____	_____
11. <b>Total Liabilities</b> (add lines 7 - 10)	_____
12. Owner's Equity (amount from Line 16 on Statement B)	_____
13. Other	_____
14. <b>Total Liabilities and Owner's Equity</b> (add lines 11 - 13)	\$ _____

**Note: Total Assets should equal Total Liabilities and Fund Balance.**

\_\_\_\_\_ (Firm Name)

**Statement of Cash Receipts and Disbursements**

For the Year Ended \_\_\_\_\_

Total

**REVENUES (Provide Brief Description):**

1.		\$
2.		
3.		
4.		
5.		
6. Total Revenues	(add lines 1 - 5)	\$

**EXPENSES (Provide Brief Description):**

7.		\$
8.		
9.		
10.		
11.		
12.		
13. Total Expenses	(add lines 7 - 12)	\$

14.	Increase (or decrease) in Owner's Equity (Line 6 minus line 13)	\$
15.	Owner's Equity at beginning of year (**see below)	\$
16.	Owner's Equity (deficit) at end of year (Add lines 14-15) --This amount also goes on line 12, Statement A	\$

\*\* **Owner's Equity Balance at end of last year.**

Division 3 (Submittal 4)  
St. Tammany Parish  
Road Network Restoration (The Push)

**BIDDING FIRM PRINCIPALS**

FIRM NAME:

\_\_\_\_\_

Provide the Names and Addresses of all the Firm's Principals:

PRINCIPALS:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

ATTACH ADDITIONAL SHEETS AS NEEDED

Division 3 (Submittal 5)  
St. Tammany Parish  
Road Network Restoration (The Push)

### SUBCONTRACTOR LISTING

The following Subcontractors may be used in the performance of the Contract (attach additional sheets if needed):

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

TYPE OF WORK TO BE PERFORMED: \_\_\_\_\_

IS THIS FIRM A DBE? \_\_\_\_\_ YES State Certified DBE Number \_\_\_\_\_

\_\_\_\_\_ NO

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

TYPE OF WORK TO BE PERFORMED: \_\_\_\_\_

IS THIS FIRM A DBE? \_\_\_\_\_ YES State Certified DBE Number \_\_\_\_\_

\_\_\_\_\_ NO

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

TYPE OF WORK TO BE PERFORMED: \_\_\_\_\_

IS THIS FIRM A DBE? \_\_\_\_\_ YES State Certified DBE Number \_\_\_\_\_

\_\_\_\_\_ NO

ATTACH ADDITIONAL SHEETS AS NEEDED