ALPHONSO'S LAWN CARE, LLC
Earl Peter Alphonso, IV
2401 Creely Drive
Chalmette, LA 70043
504-232-6823

August 8, 2016

St. Bernard Parish Government
Department of Public Works
RFP – GRASS CUTTING SERVICES

As a lifelong resident of St. Bernard Parish, I welcome the opportunity to present this proposal to you and the opportunity of bidding for a contract servicing the St. Bernard area. Like my fellow neighbors, I lost everything due to Hurricane Katrina, including my home and business. Shortly after I returned back home and through hard work and dedication to my family and community, I rebuilt my company into a successful and thriving business once again. Our main goal as a service provider is to see to all of our customer's needs providing the highest quality of work at the lowest prices possible.

As the owner of Alphonso's Lawn Care, LLC, I have over 25 years of grass cutting experience maintaining residential and commercial property. Some of my current contracts include:

- ST. BERNARD PARISH SCHOOL BOARD
- ST. BERNARD PARISH GOVERNMENT (HWY 39 FROM VIOLET BRIDGE TO BAYOU ROAD JUNCTION AND HWY 46 NEW EXTENSION TO REGGIO JUNCTION)
- ST. BERNARD PARISH GOVERNMENT (VACANT LOTS PROGRAM)
- ST. BERNARD PARISH GOVERNMENT (GOV'T COMPLEX, TORRES PARK, & CIVIC CENTER)

My 25 years of experience has allowed me to maintain contracts from small yards to larger contracts such as currently maintaining grass cutting services for all of St. Bernard Parish School Board properties, including school campuses (open and closed), support facilities, athletic fields, and vacant lots. I currently cut two Zones for the St. Bernard Parish Road Home Lots Program as well as maintain the grass services for the St. Bernard Parish Government Complex, Sidney Torres Memorial Park, and St. Bernard Parish Civic Center. Besides my current contracts, I had past contracts prior to Katrina that included Gas Plants, Bulk Terminals, Subdivisions, Churches, Post Offices, and St. Bernard Manor Nursing Home. I started my company years ago cutting vacant lots for individual owners in St. Bernard and through years of hard work and dedication to my customer's, I have grown into the successful company I am today.

On the pages to follow I have outlined all information that you have requested. Thank you again for taking the time to review my proposal and if you have any questions regarding my proposal, please feel free to contact me at 504-232-6823.

Sincerely,

Earl Peter Alphonso, IV
Owner of Alphonso's Lawn Care, LLC

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Alphonso's Lawn Care, LLC
RFP – GRASS CUTTING SERVICES
ST. BERNARD PARISH GOVERNMENT
Department of Public Works

LIST OF CURRENT CLIENTS:

ST. BERNARD PARISH SCHOOL BOARD (2006' through Present)

200 E. St. Bernard Hwy, Chalmette, LA 70043
504-301-2000
David Fernandez
Email: dfernandez@sbpsb.org

1. OLD WAREHOUSE, #2 MUSTANG DR., ARABI, LA
2. ARABI PARK MIDDLE, #1 MUSTANG DR., ARABI, LA
3. MAUMUS CENTER, 710 FRISCOVILLE AVE., ARABI, LA
4. ARABI ELEMENTARY, 7200 ALEXANDER AVE., ARABI, LA
5. CAROLYN PARK ELEMENTARY, 100 LLAMA DR., ARABI, LA
6. ANDREW JACKSON MIDDLE, 201 8TH ST., CHALMETTE, LA
7. CHALMETTE ELEMENTARY, 75 E CHALMETTE CIR., CHALMETTE, LA
8. ROWLEY ALTERNATIVE, 49 MADISON AVE., CHALMETTE, LA
9. ST BERNARD PARISH SCHOOL BOARD, 200 E. ST BERNARD HWY., CHALMETTE, LA
10. CHALMETTE HIGH SCHOOL, 1100 E. JUDGE PEREZ DR., CHALMETTE, LA
11. CHALMETTE HIGH 9TH GRADE ACADEMY, 1101 E. JUDGE PEREZ DR., CHALMETTE, LA
12. LACOSTE ELEMENTARY, 1625 MISSOURI ST., CHALMETTE, LA
13. JOSEPH DAVIES ELEMENTARY, 4101 MISTROT DR., MERAUX, LA
14. NP TRIST MIDDLE, 1 PIRATE'S COVE, MERAUX, LA
15. TRANSPORTATION / MAINT. CENTER, 5921 E. ST. BERNARD HWY., CHALMETTE, LA
16. W. SMITH ELEMENTARY, 6701 E. ST. BERNARD HWY., VIOLET, LA
17. ST. BERNARD MIDDLE, 2601 TORRES DR., ST. BERNARD, LA
18. OLD GAUTHIER SCHOOL, 2214 BOBOLINK DR., ST. BERNARD, LA
19. GAUTHIER ELEMENTARY, 1200 E. LA 46, ST. BERNARD, LA
20. TOCA HOUSE / WAREHOUSE, 4301 BAYOU ROAD., ST. BERNARD, LA
21. FOLLOWING LOTS OWNED BY ST. BERNARD PARISH SCHOOL BOARD IN ARABI, LA: 100 PUMA DR., 104 PUMA DR., 112 PUMA DR., 116 PUMA DR., 120 PUMA DR., 7513 PATRICIA ST., 7521 PATRICIA ST., 7525 PATRICIA ST. ALSO, 2413 VERONICA DR., CHALMETTE, LA, AND #7 PROVINCIAL DT., VIOLET, LA.

Since 2006', Alphonso's Lawn Care, LLC has provided grass cutting services for the St. Bernard Parish School Board properties, including school campuses (both open and closed sites), support facilities, athletic fields, and vacant lots.

Alphonso's Lawn Care, LLC
RFP – GRASS CUTTING SERVICES
ST. BERNARD PARISH GOVERNMENT
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ST. BERNARD PARISH GOVERNMENT (2013' through Present)

8201 W. Judge Perez Drive, Chalmette, LA 70043
Parish Zone Supervisors:
Ray Doran (Zone B, Arabi) 504-919-9906
Email: rdoran@sbpg.net
Cliff Zeairs (Zone F, Chalmette) 504-278-4307
Email: czeairs@sbpg.net

We have a current contract with St. Bernard Parish Government to provide grass cutting services for two of the eight zones that they have contracted out to service providers. We began with a total of 399 vacant lots in our two zones in 2013 (218 lots in Zone B, Arabi, LA and 181 lots in Zone F, Chalmette, LA). Due to lots sold at auctions, **we now have a total of 252 vacant lots in our two zones** (165 lots in Zone B, Arabi, LA and 87 lots in Zone F, Chalmette, LA). We cut these vacant lots on a rotating schedule of 20 cuts per year. We remove all debris, cut, weed eat, edge, and blow all lots. We have a person in the field who takes a picture of each lot before it is cut and then takes another picture once they have inspected it and confirm that all services have been provided. We are then responsible to upload all of the photos onto the Louisiana Land Trust Website.

ST. BERNARD PARISH GOVERNMENT (March 2016 - Present)

8201 W. Judge Perez Drive, Chalmette, LA 70043
Ronnie Alonzo
504-874-6252
Email: ralonzo@sbpg.net

We were recently awarded the contract with St. Bernard Parish Government to provide grass cutting services for the St. Bernard Parish Government Complex, Sidney Torres Memorial Park, and the St. Bernard Parish Civic Center. We remove all debris, cut, weed eat, edge, and blow all walkways and concrete surfaces.

ST. BERNARD PARISH GOVERNMENT (March 2016 - Present)

8201 W. Judge Perez Drive, Chalmette, LA 70043
Ronnie Alonzo
504-874-6252
Email:

We have a current contract with St. Bernard Parish Government to provide grass cutting services on state roadways on Hwy 39 from Violet Bridge to Bayou Road Junction and Hwy 46 New Extension to Reggio Junction. We provide 26 cuts per year. We have established a grass cutting schedule and

tracking system. We contact the St. Bernard Parish Government contact advising them of the starting date prior to beginning a litter collection or mowing cycle. Before each cut a roadway inspector and trash crew is sent out to inspect and remove any trash and debris from the roadways. An experienced cutting crew follows providing a professional grass cutting service. We mow grass and control all mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent of right-of-way and roadway shoulders. All work is inspected by the owner, Peter Alphonso.

FORMER CLIENTS:

Our Lady of Lourdes Catholic Church, Teddy Diecidue, 504-906-1887, 2621 Colonial Blvd, Violet, LA 70092
Provided year round grass cutting, weed eating, and edging for entire property.

St. Bernard Catholic Church, Sandra Blackwell, 504-281-2267, 2805 Bayou Road, St. Bernard, LA 70085
Provided year round grass cutting, weed eating, and edging for entire property.

San Pedro Catholic Church, Sandra Blackwell, 504-281-2267, 2805 Bayou Road, St. Bernard, LA 70085 (property located in Reggio, LA but is overseen by St. Bernard Catholic Church.)
Provided year round grass cutting, weed eating, and edging for entire property.

Jumonville Subdivision Homeowner's Association, Dina Jensen, 504-250-4299
Provided year round grass cutting services for all property belonging to the Homeowner's Association such as front entrance, front islands, and park area. Services included cutting the grass, weed eating, edging, and blowing.

Enterprise Products Gas Plant, Toca, LA, Alan Russo, 504-682-1575
Provided year round grass cutting services for gas plant in Toca, LA.

Teco Bulk Terminal, Plaquemines, LA, Chris Miller 504-784-1263
Provided year round grass cutting services for a 100 Acre coal plant in Davant, LA.

St. Bernard Manor, 2400 Archbishop Hannan Blvd, Meraux, LA 70075
Provided year round grass cutting services for independent living elderly home in Meraux, LA.

Chalmette Post Office
Provided year round grass cutting services prior to Katrina.

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We will provide 26 cuts per year. We will edge curbs and sidewalks twelve times per year.

We will establish a grass cutting schedule and tracking system. We will contact the St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development Roadside Coordinator advising them of the starting date prior to beginning a litter collection or mowing cycle.

Before each cut a roadway inspector and trash crew will be sent out to inspect and remove any trash and debris from the roadways. An experienced cutting crew will follow providing a professional grass cutting service. We will mow grass and control all mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent of right-of-way and roadway shoulders. Grass height will not exceed 4" in height.

We will pick up and properly dispose of all trash and debris located on the state roadways (right of ways and shoulders) prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. We will perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation.

All litter, trash and debris will be collected and piled or bagged off the travel lanes and paved shoulders of the state roadways and will be removed from the right-of-ways by the close of the same workday that it is collected. We will provide, at our expense, all equipment necessary to perform the duties provided for in this Request for Proposals, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. We will record and document the amount of litter collected and report these amounts to the appropriate St. Bernard Parish contact at the time invoices are submitted for payment.

Our roadway inspector will complete the Daily Work Report each day that we complete the grass cutting services. All work will be inspected by the owner, Peter Alphonso, and all daily reports will be reviewed by him. We will submit all daily reports with our Invoice billing. **DAILY WORK REPORT – ATTACHMENT C INCLUDED IN PROPOSAL.**

We will report any deficiencies on right-of-ways or roadway shoulders in a timely manner.

All work specifications will be strictly followed as part of **EXHIBIT A – SCOPE OF WORK.**

As stated in Exhibit A – Scope of Work, I can offer the following prices to maintain the following roadways:

$82,600.00 yearly to complete all services as outlined in Exhibit A – Scope of Work for Item A, Highway 39 from Highway 39 – Alexander to Jacob Drive.

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$82,600.00 yearly to complete all services as outlined in Exhibit A – Scope of Work for Item B, Highway 39 – Jacob Drive to Violet Bridge.

$152,100.00 if awarded both Item A and Item B areas. I have included a yearly discount of $ if both Item A (Highway 39- Alexander to Jacob Drive and Highway 39 – Jacob Drive to Violet Bridge) are awarded to Alphonso's Lawn Care, LLC.

Contingency Plan:

Alphonso's Lawn Care, LLC has systems in place to safeguard against the breakdown of our equipment causing any negative impact on being able to complete our grass cutting services in the agreed upon time. We have a mechanic on call at all times and we keep spare parts for all of our equipment in our warehouse.

We already have all our accounts in place to continue to purchase our replacement parts and grass cutting supplies. If we need anything same day, we can also utilize Hans Repair Services, Inc., Slidell, LA to pick up equipment and supplies. We also utilize our local companies in St. Bernard Parish such as Chalmette Bicycle, Home Depot, and Ace Hardware.

We have a commercial building that we purchased solely for the use of storing all of our equipment and parts located at 4501 E. St. Bernard Hwy, Meraux, LA 70075. This building has over 4000 square foot of space to store equipment and parts.

Employee Training and Safety:

My employees are trained on all aspects of the equipment that they use daily. As the owner, I take a very visible approach to my company. I am onsite with my employees on a daily basis. I do oversee all of my jobs myself with the help of my dedicated team of crew leaders. I am constantly educating my employees on the importance of understanding the proper use of all equipment. The most important aspect of my job is to provide the best service possible while making sure that the safety of my community and employees are always first and foremost within my company.

INSURANCE REQUIREMENTS:

We currently have in place Worker's Compensation, Commercial General Liability, and Commercial Automobile Insurances. Since we already hold three St. Bernard Parish Government Contracts, we already have St. Bernard Parish Government listed as an additional insured on our policies. If awarded the contract, we will provide the evidence of insurance.

EXHIBIT A – SCOPE OF WORK

WORK SPECIFICATIONS
FOR
ST. BERNARD PARISH GOVERNMENT Property Maintenance

St. Bernard Parish Government seeks to secure services for grass cutting on state roadways at Highway 39 – Alexander to Jacob Drive and Highway 39 – Jacob Drive to Violet Bridge on rights of ways and roadway shoulders.

The primary intent of this Request for Proposals is to obtain a contract for the following services relating to right of ways and roadway shoulders owned by the State of Louisiana and to be maintained by the Parish of St. Bernard:

- Written assessment of existing property conditions and recommendations for grass cutting
- Establishing a grass cutting schedule and tracking system
- Litter and debris removal and disposal
- Grass cutting, removal of clippings
- Report any deficiencies on right of ways and roadway shoulders

Mowing, Litter and Trash Collection consist of the following divided routes:

- Highway 39 – Alexander to Jacob Drive (approximately 4 miles)
- Highway 39 - Jacob Drive to Violet Bridge (approximately 4 miles)

The contractor shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent of right-of-way and roadway shoulders.. For purposes of this Request for Proposal, mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Grass height not to exceed 4 inches in height. Contractor to mow grass 26 times on a one year basis. Contractor shall edge (curbs and sidewalks) twelve times on a one year basis.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

The contractor shall pick up and properly dispose of all trash and debris located on the State Roadways (right of ways and shoulders) prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The contractor shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation.

All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the state roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. Contractor shall provide, at its own expenses, all equipment necessary to perform the duties provided for in this Request for Proposals, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. Contractor shall record and document the amount of litter collected and report these amounts to the appropriate St. Bernard Parish contact at the time invoices are submitted for payment.

For purposes of this Request for Proposals litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The contractor will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

If during the term of the contract, Louisiana Department of Transportation and Development alters or makes repairs to State Roadways covered in the Request for Proposal, the St. Bernard Parish Government contact will initiate contact with the contractor to revise mowing and litter pick-up practices for the applicable state roadway.

The contractor shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The Parish of St. Bernard and/or the Louisiana Department of Transportation and Development reserves the right to stop the contractor from working or order any piece of equipment removed from the roadway shoulders or right of way should it be determine that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the contractor shall contact St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development Roadside Development Coordinator advising him of the starting date.

The contractor will be required to report daily work activities on a Daily Work Report on the form provided (Attachment "C" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period and time that the work is being performed.

Completed daily work reports shall be maintained by the contractor and shall be submitted to the St. Bernard Parish Government contact with invoice for covered time. Failure to turn in the Daily Work Reports with the invoice will delay payment until the required Daily Work Reports are submitted.

The contract may utilize Vegetation Management Plans involving the use of herbicides/ chemicals provided that the contractor obtains written approval from the St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development District Administrator. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals:

All liability arising from the use or misuse herbicides/chemicals shall be the responsibility of the contractor.

Contractor shall notify the St. Bernard Parish Government contact and the Louisiana Department of Transportation and Development Administrator of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the St. Bernard Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be submitted to St. Bernard Parish Government. St. Bernard Parish Government and the Louisiana Department of Transportation and Development reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical application on Louisiana Department of Transportation and Development state roadways, rights of ways and roadway shoulders.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with the Louisiana Department of Transportation and Development "Safety Policy and Procedure Manual". This shall include, but is not limited to, to the use of arrow boards and crash attenuators when applications are made from the inside lane of fast –moving lane on divided highways. St. Bernard Parish Government and the Department of Transportation and Developments reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to the Louisiana Department of Transportation and Development right of ways and shoulders. A list of herbicides/chemicals and the quantities to be used are contained in the Louisiana Department of Transportation and Development policy for Roadside Management. The Louisiana Department of Transportation and Development reserves the right to disallow the use of integrated Roadside Management practices in sensitive areas or sites or sites deemed by the Louisiana Department of Transportation and Development as unsuitable for such practices. The contractor shall consult the St. Bernard Parish contact and the Louisiana Department of Transportation and Development Administrator Coordinator to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The contractor shall obtain prior approval by the St. Bernard Parish contact and the District Roadside Development Coordinator for the chemicals used for spot treatments.

Deliverables:

1. A written assessment of right of ways and roadway shoulders and recommendations for the grass cutting services shall be developed by the contractor within two (2) weeks of contract award for all right of ways and roadway shoulders covered by the contract. The initial assessment and recommended grass cutting services strategy shall be approved by St. Bernard Parish Government. Once approved, a Notice to Proceed will be issued to the contractor. Grass Cutting Services on the right of ways and shoulders shall commence within five (5) business days of receiving the Notice to Proceed. St. Bernard Parish Government will approve the assessment and grass cutting plan and issue a Notice to Proceed. Grass Cutting Services shall commence within five (5) business days of receiving the Notice to Proceed.

2. The contractor shall be responsible for the development of a grass cutting schedule and tracking system for right of ways and roadway shoulders. The schedule and associated grass cutting cost shall be tracked and documented.

3. The contractor shall provide all necessary services in order to properly provide grass cutting services on properties including but not limited to grass cutting and removal of clippings. In addition, the contractor will be responsible for all litter and debris removal in accordance with local solid waste ordinances.

4. The contractor must report any deficiencies on right of ways or roadway shoulders in a timely manner.

5. Prior to beginning grass cutting services, the contractor shall provide St. Bernard Parish Government with a list of all suppliers and sub-contractors (if any).

6. Cost for grass cutting services must be for a twelve month period for twenty-six cuts and 12 edges as proposed by the Request for Proposal and Scope of Work as follows: Item A and Item B may be awarded to different contractors.

Item A — Highway 39 - Alexander to Jacob Drive

$ 82,680.00 **lump sum (twenty-six cuts and twelve edges)**

Item B — Highway 39 – Jacob Drive to Violet Bridge

$ 82,680.00 **lump sum (twenty-six cuts and twelve edges)**

Item C — Highway 39 Alexander to Jacob Drive and Highway 39 Jacob Drive to Violet Bridge

$ 152,100.00 **lump sum (twenty-six cuts and twelve edges)**

St. Bernard Parish Government Vendor's Application

Attachment A

(Please Print or Type)

Name of Vendor: Alphonso's Lawn Care, LLC

Address: 2401 Creely Drive

City: Chalmette **State:** LA **Zip Code:** 70043

Parish: St. Bernard

Phone Number: 504-232-6823 **Fax Number:** _____

Email Address: epalphon@yahoo.com

Federal Identification Number: 72-1494654

Nature of Business: Grass Cutting Services

Number of Years in Business: 25+ **Number of Employees:** 16

Please Check One:

Corporation ✓
Individual _____
Partnership _____
Other _____, **Please Explain** _____

Signature: Earl P Alphonso IV

Please Print Signer's Name: Earl P. Alphonso, IV

Title: Owner **Date:** 8/8/16

Attachment B

ST. BERNARD PARISH
GENERAL INSURANCE REQUIREMENTS

Any person or company contracting with the St Bernard Parish Government (hereafter referred to as "The Contractor") shall purchase and maintain, for the duration of the contract, insurance for any and all claims including but not limited to injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, volunteers, employees or subcontractors, etc.

A. *MINIMUM* SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee.

   If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of $1,000,000.Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. **Commercial General Liability**
   Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

   If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

~~3. **Environmental Pollution Liability**~~

~~Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than $1,000,000 per claim $2,000,000 Aggregate. Higher limits may be required based on work being performed. This policy should be on an Occurrence basis. Coverage should~~

~~include the contractor's self-performed work and extend to that of their contractors.~~

~~A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy.~~

4. **Commercial Automobile Liability**
   Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Excess Umbrella**
   Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

~~6. **Aircraft & Watercraft Liability**~~

~~When used by contractor in connection with the work described hereunder, such insurance to include all leased, hired or other non-owned aircraft or watercraft.~~

~~Minimum Liability Limits: Aircraft: $10,000,000~~
~~Watercraft: Limits up to the value of the vessel or~~
~~$ 5,000,000, whichever is greater.~~

~~Watercraft to have "In Rem" endorsement. Protection and Indemnity Insurance on all watercraft owned, operated and/or chartered by a contractor.~~

~~7. **Professional Liability (Errors & Omissions) Insurance**~~

~~Insurance shall be maintained appropriate to the Contractors profession, with limits no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate. St. Bernard Parish Government~~
~~does not have to be named as an additional Insured on this policy.~~

~~8. **Flood Insurance**~~

~~Flood insurance is required on all *eligible* construction contracts.~~

a. If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP but the construction cost increases the value of the building within the $500,000 NFIP limit, the contractor is responsible for any additional NFIP premium to bring the coverage up to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders, including content coverage, if such is part of the construction contract.

b. If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP, Excess Flood Insurance is required if the construction cost increases the value of the location above the NFIP $500,000 maximum policy limit. Coverage shall be equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract, including content coverage, if such is part of the construction contract.

Excess Flood Insurance may be provided by the contractor as part of a Builders Risk policy in lieu of a separate Excess Flood policy but either type of flood insurance coverage is acceptable.

c. If St. Bernard Parish Government does not have a current NFIP flood insurance policy in place, the contractor shall obtain flood insurance. Coverage may be through the NFIP for the first layer up to the $500,000 maximum policy limits allowed. Should the fully-completed project value or the amount of the construction contract including any amendments or change orders exceed the $500,000 NFIP maximum policy limit, an Excess Flood insurance policy or Builders' Risk policy which includes flood insurance coverage is required, including content coverage, if such is part of the construction contract.

d. Contractor shall be responsible for obtaining the elevation certificate should one be needed to secure insurance coverage. For new construction, upon completion of the job, the contractor shall furnish the St. Bernard Parish Government with an elevation certificate for each building which is part of the contract.

9. **Builder's Risk**

Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number

~~CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include "all perils" of wind, named storm, earthquake, flood collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.~~

~~The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.~~

~~The Contractor shall:~~

~~a. Be responsible for all deductibles and self-insured retentions;~~
~~b. Be responsible for all work in progress until final completion;~~
~~c. Procure and maintain for the duration of the work and until acceptance by owner, an All Risk Builders Risk Policy, including Flood and Named Windstorms;~~
~~d. Name the St. Bernard Parish Government as a Loss Payee or Named Insured;~~
~~e. Provide proof of coverage.~~

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Government.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

   a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.

   b. The Contractor's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Contractor's insurance.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the St. Bernard Parish Government.

3. All Coverage

a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.

e. If the Contractor maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Contractor.

f. If the Contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government y before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

The Contractor shall include all subcontractors as an insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Insurance policies or Certificates of Insurance at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to

protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto.

NOTE: Certain jobs may have risks and exposures that require additional or specific insurance requirements. If there are any questions, please contact Stephanie Bradbury, Risk Manager for the St. Bernard Parish Government at 504-278-4246 or email at sbradbury@sbpg.net.

Attachment C

DAILY WORK REPORT

Municipality Name:

Service Provider Other than Municipality:

Work Order#:

Day:

Date:

Weather:

Working Conditions:

From Location To		Route
To		
To		
To		
To		
To		
To		
To		
To		
To		

Force & Equipment

Operation Started:	AM/PM
Operation Stopped:	AM/PM

Municipality Representative

Signature: _____

FOR DOTD USE ONLY

District: 02

Parish:

Function 440-21

City Maintenance Contract Work Required

	Check List	Supt. Initial
Litter/Trash Pickup	☐	
Mowing	☐	
Trimming/Edging	☐	

Remarks: _____

Approximate Work Accomplished

Acres Mowed =
Trash, CY =