



# SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - EAST

## ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID

**NOTE:** PLEASE COMPLETE AND RETURN THIS  
“**ACKNOWLEDGEMENT FORM**” **IMMEDIATELY** VIA FAX  
UPON RECEIPT (504) 283-1855 or [jsisson@floodauthority.org](mailto:jsisson@floodauthority.org)

### COMMISSIONERS

Lambert J. Hassinger, Jr., - *President*  
Richard A. Luettich, Jr., ScD - Vice  
President  
G. Paul Kemp, Ph.D. - *Secretary*  
Mark L. Morgan, P.E., Treasurer  
Clay A. Cosse'  
Quentin D. Dastugue, CCIM  
Andrew J. Englande, Jr., Ph.D., P.E.,  
DEE  
Jason P. Latiolais  
Herbert I. Miller, P.E.

**PLEASE NOTE: FAILURE TO RESPOND TO THIS  
ACKNOWLEDGEMENT MAY RESULT IN NOT RECEIVING  
ADDENDA IF ISSUED**

### DIRECTOR OF ENGINEERING AND OPERATIONS

Robert A. Turner Jr., P.E., CFM

We have received Request for L.B.B.L.D. Bid SPEC GC042418 FOR  
GRASS CUTTING SOUTHWARD OF BAYOU BIENVENUE  
BRIGE FOR APPROXIMATELY 948 ACRES & WEED  
EATING AND/OR HERBICIDE APPLICATION FOR PERIOD  
06/01/2018-05/31/2019, and returning this form as our  
acknowledgement of receipt.

### CHIEF ADMINISTRATIVE OFFICER

Derek E. Boese, PMP, LEED-AP

(I/We) will/will not (circle one) bid.

### EXECUTIVE COUNSEL

Nyka M. Scott

Name: (Print) \_\_\_\_\_

### EAST JEFFERSON LEVEE DISTRICT

203 Plaque Court  
Harahan, LA 70123  
504.733.0087 | [admin@ejfd.com](mailto:admin@ejfd.com)

Name: (Signed) \_\_\_\_\_

### LAKE BORGNE BASIN LEVEE DISTRICT

P.O. Box 216  
6136 E. St. Bernard Highway  
Violet, LA 70092  
504.682.5941 | [admin@lbbld.com](mailto:admin@lbbld.com)

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

(Title) \_\_\_\_\_

### ORLEANS LEVEE DISTRICT

6920 Franklin Ave  
New Orleans, LA 70122  
504.286.3100 |  
[admin@orleanslevee.com](mailto:admin@orleanslevee.com)

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



# SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - EAST

L.B.B.L.D. SPECIFICATION GC042418

**FURNISHING: LABOR, EQUIPMENT, MATERIALS & SUPPLIES FOR GRASS CUTTING OF APPROXIMATELY 949 ACRES BEGINNING AT THE SOUTH SIDE OF THE BAYOU BIENVENUE BRIDGE AND SOUTHWARD IN ST. BERNARD PARISH**

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

Furnish to the LAKE BORGNE BASIN LEVEE DISTRICT, hereinafter known as LBBLD all necessary labor, equipment, materials and supplies deemed necessary to cut grass to a height of 3" along at the below given locations for a maximum of 10 cuts annually for a period not to exceed 36 months provided cost remains firm. Bids for this project will be opened on **TUESDAY APRIL 24TH, 2018** at the office of the Orleans Levee District 6920 Franklin Ave., N.O., La. Room 109. Bids must be returned in a sealed envelope marked **BID GC042418** to LAKE BORGNE BASIN LEVEE DISTRICT c/o Orleans Levee District 6920 Franklin Ave., N.O., La. 70122 "or" returned via our E-Bidding site "Central Bidding [www.centralbidding.com](http://www.centralbidding.com) and received no later than 3:00 P.M. April 24<sup>th</sup>, 2018. Note: If mailing or hand delivering bid please be sure to put **SPEC. GC042418 under your return address in upper left hand corner** so that your bid is placed in the correct mail box at the Orleans Levee District Office.

Total number of acres in this tract is approximately 949 acres with number of cuts **not given or guaranteed**. Number of cuts depend on weather and growth and contractor will be notified by a District employee as to when areas need cutting.

**Cost of Grass cutting per acre in St. Bernard Parish southward from Bayou Bienvenue Bridge for approximately 949 acres along with weed eating and/or herbicide application for Period 06/01/2018 through 05/31/19**

1. LPV 145, Starts on south side of Bayou Bienvenue and ends at Bayou Dupre.  
Cost of grass cut per Acre \$ \_\_\_\_\_ x 355 acres = \$ \_\_\_\_\_ per cut
2. LPV 146, Starts at Bayou Dupre and ends at LA 46  
Cost of grass cut per Acre \$ \_\_\_\_\_ x 282 acres = \$ \_\_\_\_\_ per cut
3. LPV 147, Starts at LA46 and ends at LA 300  
Cost of grass cut per Acre \$ \_\_\_\_\_ x 3 acres = \$ \_\_\_\_\_ per cut
4. LVP148.01, starts at LA300 ends at EBI-Caernarvon Sector Gate  
Cost of grass cut per Acre \$ \_\_\_\_\_ x 300 acres = \$ \_\_\_\_\_ per cut
5. LVP 149, starts at EBI0 Caernarvon Sector Gate ends across Hwy 39 to MRL  
Cost of grass cut per Acre \$ \_\_\_\_\_ x 9 acres = \$ \_\_\_\_\_ per cut.

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Herbert I. Miller, P.E.

**CHIEF ADMINISTRATIVE OFFICER**  
Derek E. Boese, PMP, LEED-AP

**EAST JEFFERSON LEVEE DISTRICT**  
203 Plaque Court  
Harahan, LA 70123  
504.733.0087

**LAKE BORGNE BASIN LEVEE DISTRICT**  
P.O. Box 216  
6136 E. St. Bernard Highway  
Violet, LA 70092  
504.682.5941

**ORLEANS LEVEE DISTRICT**  
6920 Franklin Ave  
New Orleans, LA 70122  
504.286.3100

6. **OVERALL COST** per cut for weed eating and/or herbicide application for all areas. as identified and pointed out during inspection of the above listed areas along floodgates, walls, fences, etc. per cut. **Cost of all weed eating/herbicide application is \$\_\_\_\_\_per cut**

**Total cost of items 1-6 \$\_\_\_\_\_per cut**

**Total cost of items 1-6 \$\_\_\_\_\_per cut X 10= \$\_\_\_\_\_ annually.**

(I/We) \_\_\_\_\_ certify that we understand the specifications outlined in this proposal and have toured the areas as given and have seen the conditions and difficulties that will and/or maybe encountered in performance of this contract as pointed out by Levee District employee during this tour.

(I/We) \_\_\_\_\_ have submitted a Bid Bond in the amount of 5% of total bid as guarantee that I/we will perform the work required with my bid. (See ATTACHMENT "A")

I/We) \_\_\_\_\_ understand that if successful bidder I must complete and properly executed the Affidavit, ATTACHMENT "B" pages B-1 through B-3 and must submit same within 10 days of award announcement.

(I/We) \_\_\_\_\_ understand that this contract required cutting on both the flood and protected sides of the levees and understand and will provide all of insurance coverage that is required, and that any and all additional costs that may be incurred to provide this coverage has been considered in our bid prices.

(I/We) \_\_\_\_\_ understand that if I am the successful bidder a Certificate of Insurance outlining the required coverage as highlighted on the Insurance Requirements must be submitted to the District within 10 days of announcement of award. (See ATTACHMENT "C" pages 1 & 2)

(I/We) \_\_\_\_\_ certify that we are experienced in performing this type or similar work and references as requested are listed on ATTACHMENT "D" and is attached to my bid. I/We \_\_\_\_\_ also understand that if in checking references it is discovered that I/We \_\_\_\_\_ have not fulfilled the requirements of any other contract, or are in default on a contract, then the District will have the right to request Contractor to provide a Performance Bond or reject the bid.

(I/We) \_\_\_\_\_ certify that (I/We) have reviewed the attached maps of these areas ATTACHMENT "E-1" through "E-5" and have visually inspected these areas and know and understand all of the difficulties associated with this contract.

(I/We) \_\_\_\_\_ understand that weed-eating can be in conjunction with or substituted for by herbicide application and understand that if successful bidder and herbicide is used in performance of this contract (I/We) \_\_\_\_\_ will supply the name of the Licensed Herbicide Applicator and a copy of his/her license as issued by the Dept. of Agriculture & Forestry of the State of Louisiana along with the name of herbicide that will be used within 10 days of award announcement.

(I/We) \_\_\_\_\_ understand that this bid is based on the cost per-acre and a maximum of 10 cuts. NOTE: Acreage is not guaranteed and overall number of cuts will be based on actual need.

(I/We) \_\_\_\_\_ understand this bid is for one (1) year but the LBBLD will have the option, to renew contract annually, with board approval, for up to 36 months, as long as job performance is satisfactory and costs remain firm.

CONTRACTOR: \_\_\_\_\_  
SUBMITTED BY: \_\_\_\_\_  
NAME IN PRINT: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
LA STATE CONTRACTORS LICENSE # \_\_\_\_\_  
FEDERAL TAX I.D. # \_\_\_\_\_

**SPEC GC042418**

**1. SPECIFICATIONS**

Levees to be cut are located in St. Bernard Parish, La. and consist of approximately 949 acres beginning on the south side of the Bienvenue Bridge and running southward from the locations as shown on ATTACHMENT "E" Pages E-1 through E-5. Cutting on the Un-protected side of levees will run from rock, tree and/or brush line with cutting area on the protected side of the levee running up to tree/ brush or rock line. The attached maps depicts exact location of these areas.

- (a) Grass on Levees will be required to be cut to a **height of 3 inches** (no lower) so as to avoid scalping which allows for erosion of the earthen levees.
- (b) Time allowed for all areas to be cut once cutting starts and weather permitting is 14 working days with a maximum of a 17 day maximum time allotment if weather permitting. .

**NOTE:**

- 1. Levees may need to be cut regularly in warmer weather so successful Contractor will be notified by a designated District Employee **when** to perform the cuts. Contractor is not to take it upon himself to schedule cuts without the approval of the designated Levee District employee.
- 2. Contractor will not be required to remove dumped trash or fallen trees. Contractor will be required to notify Designated Levee District employee of these problems and the District will handle the removal.
- 3. Contractors will be responsible for removal or semi-mulching of tall grass clippings from crown of levees After cutting to avoid "Hay type Stacking."

Successful Contractor must provide all equipment, materials, supplies and labor necessary to successfully cut **all** grass in these areas. It will be the successful contractor's responsibility to perform all grass cutting without creating ruts or causing other damage to the earthen levees or damage of any kind to the flood walls or gates along these levees.

**NOTE: If any damage to earthen levees or flood walls or gates is determined to have been caused by the Contractor then he/she will be held responsible for repairing same to the satisfaction of the District's Director.**

**2. BID BOND**

**Each proposal shall be accompanied by a bid bond** in the amount of 5% of total bid and made payable to the LBBLD as guarantee that the bidder will, if awarded the contract, enter into a contract with the LBBLD. Should the successful contractor fail to furnish all of the required certifications in the time frame allotted, the bid guarantee shall be forfeited to LBBLD as ascertained, admitted and liquidated damages. (See ATTACHMENT "A" page 1)

**3. AFFIDAVITS**

A. Successful Bidder **must submit within 10 days from announcement of award** a notarized Affidavit identifying the individual, partnership or corporation submitting the bid and stating that neither he nor his agents, or any other party for him or on his behalf, has paid or agreed to pay directly or indirectly, any person, firm or

corporation valuable consideration for assistance in procuring, or attempting to procure, the equipment herein referred to, and further agreeing that no such consideration or reward will be in-hereafter paid. The Affidavit must be on the form included herein and must be notarized. (See ATTACHMENT "B" page 1)

**B. Successful Bidder must submit within 10 days a notarized "NO FELONY CONVICTION ATTESTATION" Affidavit attesting that no individual partner, incorporator, director, manager, officer, organizer or member who has a minimum of 10% ownership has ever been convicted of or pled guilty to a felony ( See ATTACHMENT "B" page 2.)**

**C: Successful Bidder must submit within 10 days a notarized "STATUS VERIFICATION AFFIDAVIT" attesting that all employees are of legal status. (See ATTACHMENT "B" page 3)**

**4. SIGNATURE AUTHORITY**

Evidence of authority to submit the bid shall be in accordance with R.S. 38:2212 (A)(1)(C) and/or R.S. 39:1594 (C)(2)(d).

**The person signing the bid must be:**

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the contractor as reflected by an accompanying Corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to Execute bids.

**By signing the bid, the bidder certifies compliance with the above.**

**5. INSURANCE**

Successful Bidder will be required to submit to the District within 10 days after announcement of award a Certificate of Insurance showing coverage for all limits as required. (See "ATTACHMENT "C" pages 1 thru 2).

**6. DIFFICULTIES**

Attention of contractors is called to the conditions and difficulties that may be encountered in performance of this contract. The LBBLD, Southeast Flood Protection Authority- East or either of the other two (2) Levee Districts are responsibility whatsoever for information furnished the Contractor and does not guarantee its correctness. The Contractor shall assume full responsibility for his/her employees and his/her equipment as no claim will be entertained in the case of loss due to any cause whatsoever.

**7. MAP**

Please see attached maps of areas that are to be cut. (See ATTACHMENT "E" page 1-5)

**8. EXPERIENCE**

Please submit with bid two (2) references where same or like work has been performed. (See ATTACHMENT "D" page 1.)

**9. PAYMENT**

Successful Contractor will be paid after each successful "complete" cut of all areas as approved and accepted by District Personnel. Upon submission of invoice payment will be made within 30 days, if work is accepted by District. Earlier payments will be made if discounts are allowed. .

## **10. QUESTIONS & BID ACKNOWLEDGEMENT FORM**

Questions relative to this bid can be addressed in writing to Jorge Sisson via email. [jsisson@floodauthority.org](mailto:jsisson@floodauthority.org) . All questions must be received by 11:00 a.m., within five (5) working days prior to bid opening with responses being released in the form of an addendum no later than 72 hours prior to bid opening.

Bid Acknowledgement Form must be returned to guarantee your receipt of any addendums that may be issued which includes inspection schedule. .

## **11. LEVEE INSPECTION**

There will a Tour/Inspection Scheduled for these areas on **WEDNESDAY APRIL 4<sup>TH</sup>** with a 2<sup>nd</sup> scheduled for April 11<sup>th</sup> **ONLY IN THE EVENT LEVEES ARE TOO WET ON THE 4<sup>TH</sup> OF APRIL.**

**\*\*\* Note: there will only be one shot at inspection of these areas by interested parties. .**

All interested are to meet at the LBBLD Field Office located at 6136 E. St. Bernard Hwy Violet, La. 70092 for 8:00 a.m. on **WEDNESDAY APRIL 4<sup>TH</sup>** unless notified otherwise. Caravan will leave at precisely 8:30 A.M. from this location and anyone not present at that time will not have an opportunity to view these areas as they are not open for private inspection.

Note: These areas are spotted with rough terrain so automobiles are not the recommended mode of transportation required to inspect these areas. In addition since the Levee District will be the only entity allowed to assist vehicles that may get bogged down in these areas all who participate will have to sign a waiver releasing the Southeast Flood Protection Authority and its Districts of all liability for any damages sustained to any and all vehicles. See **ATTACHMENT "F-1."**

**BID BOND**

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

KNOW ALL ME BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ as,

Principal, and \_\_\_\_\_, as

Surety, are held and firmly bound unto the Orleans Levee District (Obligee), in the full and just sum of Five Percent (5%) of total amount of contract, as lawful money of the united States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A – rating in the latest printing of the A.M. Best’s Key Rating Guide. If surety qualifies by virtue of its Best’s listing, Bond amount may not exceed ten percent of policyholders’ surplus as shown in the latest A.M. Best’s Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety’s agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for: **L.B.B.L.D. SPECIFICATION GC042418 FURNISHING: LABOR, EQUIPMENT, MATERIALS & SUPPLIES FOR GRASS CUTTING OF APPROXIMATELY 949 ACRES BEGINNING AT THE SOUTH SIDE OF THE BAYOU BIENVENUE BRIDGE AND SOUTHWARD IN ST. BERNARD PARISH**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)

STATE OF LOUISIANA )  
PARISH OF \_\_\_\_\_ )

ATTACHMENT "B"

**AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT, NOR  
WILL BE SECURED THROUGH EMPLOYMENT OF, OR PAYMENT TO SOLICITOR**

KNOWN ALL MEN BY THESE PRESENTS, that a public contract is Contemplated  
between **THE ORLEANS LEVEE DISTRICT**  
And \_\_\_\_\_

REPRESENTED BY \_\_\_\_\_,  
(NAME) (TITLE)  
who attest that he is empowered and authorized to execute said documents.

Further, \_\_\_\_\_,  
Who being duly sworn does depose and attest that:

- (1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project, or in securing the public contract were in the regular course of their duties for affiant; and
- (2) No part of the contract price received by affiant was paid or will be paid to any person, corporation firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who being duly sworn, depose and states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

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

Federal I.D. No. \_\_\_\_\_



ORLEANS LEVEE DISTRICT  
NO FELONY CONVICTION ATTESTATION

**NO FELONY CONVICTION ATTESTATION**

\_\_\_\_\_ (Insert name of person or bidding entity) attest that no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of 10% ownership in \_\_\_\_\_ (insert the name of the bidder) has been convicted of, or pled guilty or nolo contendere to, the following crimes; (a) public bribery, (b) corrupt influencing, (c) extortion, (d) money laundering, (e) theft, (f) identify theft, (g) theft of a business record, (h) false accounting, (i) issuing worthless checks, (j) bank fraud, (k) forgery, (l) misapplication of payments, or (m) malfeasance in office since July 2, 2010. I acknowledge that a person or bidding entity that submits a false attestation that requires the public entity to re-bid the project or cancel the contract is responsible for the cost of re-bidding, additional costs due to increased costs of bids, and any and all delay costs. This attestation is intended to comply with La. R.S. 38:2227.

\_\_\_\_\_  
Signature of bidder or authorized representative of bidding entity

Thus done and sworn before me, Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Notary Public

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

AFFIDAVIT

BEFORE ME, a Notary Public, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, ("Affiant"), who after being duly sworn, deposed and said that  
he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_, ("Entity"), the  
party who submitted a Contract to the \_\_\_\_\_.

Affiant further stated on behalf of Entity:

1. That Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens;
2. That Entity shall continue, during the term of the Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana;
3. That Entity shall require all subcontractors to submit to Entity a sworn affidavit verifying compliance with Paragraphs 1 and 2 above;
4. That Entity understands that by violating the provisions of this Affidavit, Entity may be subject to cancellation of any public contract, resulting in ineligibility for any public contract for a period of not more than three (3) years from the date the violation is discovered; and
5. That Entity shall be liable for any additional costs incurred by a public entity, occasioned by the cancellation of a contract or loss of any license or permit to do business in the State of Louisiana, as provided in this Affidavit.

\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2013

NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
NOTARIAL OR BAR ROLL NO.: \_\_\_\_\_  
MY COMMISSION IS FOR LIFE.

**MINIMUM INSURANCE REQUIREMENTS for CONTRACTORS & VENDORS****A. General \***

1. The Contractor/Vendors shall obtain and maintain the required insurance policies with the required limits of coverage for the life of the contract or service. A Certificate(s) of Insurance shall be submitted to the Orleans Levee District (District) as proof of insurance in the amounts for purposes stated with the required endorsements. The Certificates of Insurance are subject to the approval of the District. The insurance coverage shall be approved by the District prior to the commencement of the work or service. The Certificate of Insurance shall be and signed and authorized by the insurance company covering the risk. Insurance renewal Certificates shall be submitted and approved by the District at least ten (10) business days prior to expiration date of an insurance coverage. Insurance policies shall be obtained from companies admitted and authorized to do business in the State of Louisiana (La. R.S. 22:1257) and shall be "Best Rated" A VI or better.
2. The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without notice. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Orleans Levee District must be named Additional Insured and a Waiver of Subrogation of Right in the Favor of the Orleans Levee District and the SLFPA-East endorsement shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
3. The District reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and request complete certified copies of all required insurance policies at the discretion of the District.

**B. MINIMUM INSURANCE REQUIREMENTS****1. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY \***

LIMIT of COVERAGE: STATUTORY Limit: \$1M

Employers Liability: Should exposures involve U. S. Federal Longshoremen's Act (USL&H) or Employers Maritime Liability (Jones Act), evidence of insurance shall be submitted to the District for approval prior to the commencement of work. This includes any work near or over water and/or the use of any vessels).

*A Waiver of Subrogation in Favor of the Orleans Levee District, and the SLFPA-East Board is required. \**

**2. COMPREHENSIVE GENERAL LIABILITY (Claims Made Policy Not Accepted) \***

LIMIT of COVERAGE:

- a) \$1M Each Occurrence
- b) \$2M Aggregate
- c) Premises Operations
- d) Products Completed Operation
- e) Personal/Adv. Injury
- f) Property Damage
- g) Liquor Liability (if applicable)
- h) Contractual Liability

*An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District and SLFPA-East Board endorsements are required. \**

**3. BUSINESS AUTOMOBILE LIABILITY \***

LIMIT of COVERAGE:

- a) \$1M PER OCCURRENCE
- b) \$1M Aggregate
- c) Owned Autos/Non Owned Autos
- d) Hired Auto/All Autos

*An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District, and the SLFPA-East Board endorsements are required. \**

**C. MINIMUM INSURANCE COVERAGE REQUIREMENTS (If Applicable)**

**1. PROFESSIONAL LIABILITY ( Claims Made Policy Accepted)**

LIMIT of COVERAGE

- a) \$1M/\$1M Each Claim/Aggregate

**2. OWNERS & CONTRACTORS PROTECTION LIABILITY (OPL)/OWNERS & CONTRACTORS LIABILITY (OCP) LIABILITY**

LIMIT of COVERAGE

- a) \$1M Each Occurrence
- b) \$2M Aggregate

**3. BUILDERS RISK\***

LIMIT of COVERAGE

- a) Contractual Cost of the Project

The contractor shall procure and maintain Builders Risk for the duration of the project. The insurance policy shall extend coverage for the protection against perils of fire, wind, hail explosion vandalism and malicious mischief and flood (if applicable). The insurance policy shall show joint interest to the Orleans Levee District and the contractor as they appear. The contractor will further assume all risk concerning his work until final acceptance of his work by the Orleans Levee District.

**4. MARITIME LIABILITY/ POLLUTION & INDEMNITY (P&I) LIABILITY (Applicable to all Watercraft)**

LIMIT of COVERAGE

- a) \$5M Each Occurrence

*An Additional Insured & a Waiver of Subrogation in Favor of the Orleans Levee District and the SLFPA-East Board Endorsements and a 30 Day Cancellation Notice are required.*

**5. AVIATION/AIRCRAFT LIABILITY (If Applicable)**

LIMIT of COVERAGE

- a) \$10M Each Occurrence (Umbrella/Excess Coverage may Apply)

*An Additional Insured & a Waiver of Subrogation in Favor of the Orleans Levee District SLFPA-East Board Endorsements 30 Day Cancellation Notice are required.*

**6. GARAGE LIABILITY**

LIMIT of Coverage-Physical Damage Auto Left for Service/Storage/Repair

- a) \$1M/\$2M Each Occurrence/Aggregate

*An Additional Insured & a Waiver of Subrogation in Favor of the Orleans Levee District, and the SLFPA-East Board Endorsements and a 30 Day Cancellation Notice are required*

**D. CONTRACTUAL HOLD HARMLESS**

The contractor/vendor shall indemnify, and Hold Completely Free of Harmless the Orleans levee District, it's Employees, Consultants and Members of the SLFPA-E Board from all loss, liability or expense to which the Orleans Levee District, It's Employees, Consultants and Members of the SLFPA-East Board may be subject to as a result of operations and/or Errors or Act of Omissions of any sub-contractor/vendor.

**STATEMENT:**

**Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Orleans Levee District. The final insurance coverage requirements are subject to the Bid Specification and /or Contractual Agreement.**

The Orleans Levee reserves the right to revise insurance requirements as deemed in the best interest of the Orleans Levee District. The Orleans Levee District reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the contractor or vendor to maintain the required insurance or failure to comply with any and all requirements contained in the insurance section.

CONTRACTOR'S EXPERIENCE

NAME OF BUSINESS: \_\_\_\_\_

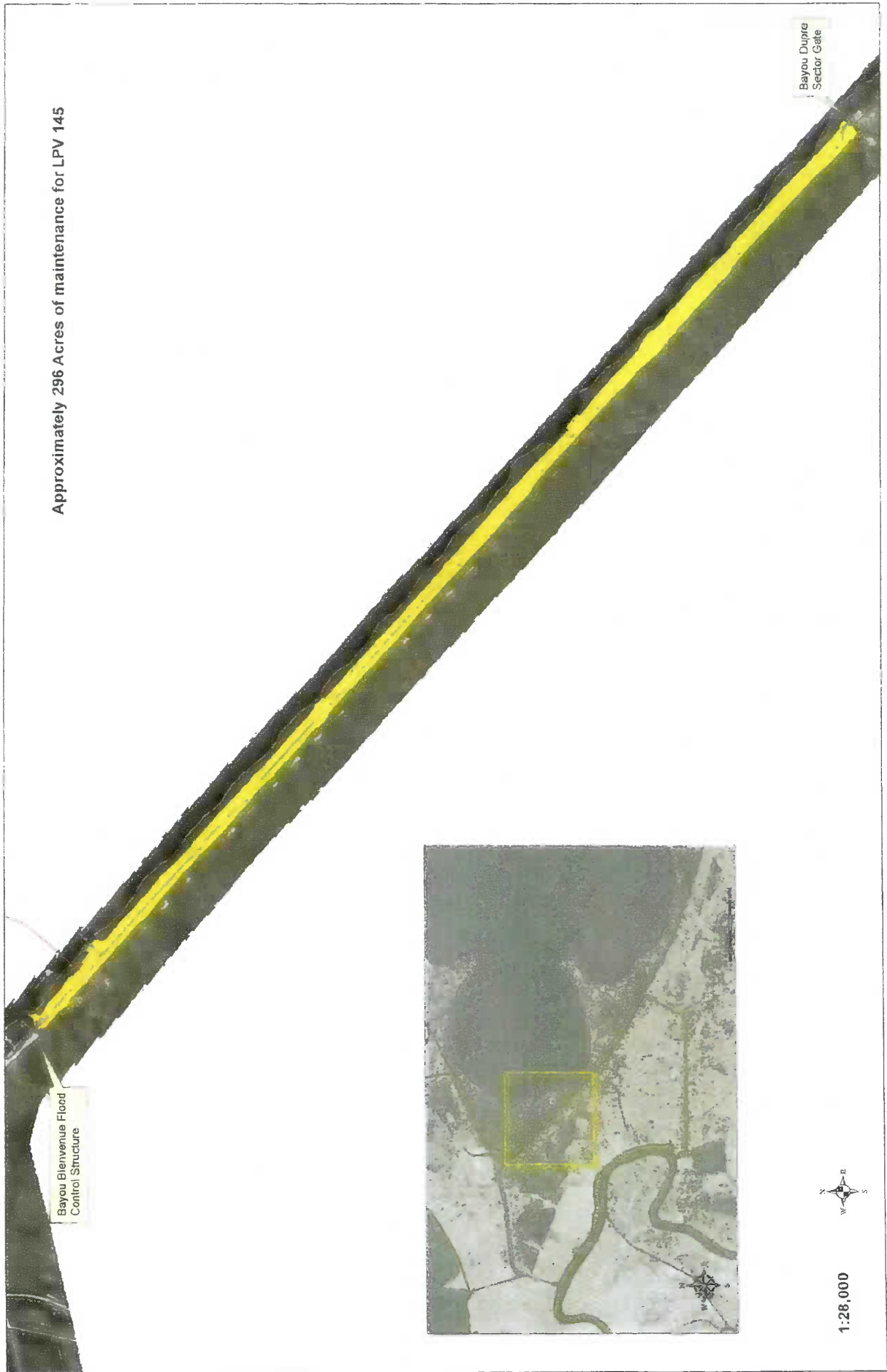
DATE ORGANIZED: \_\_\_\_\_

MINIMUM JOB PERFORMANCE REFERENCE REQUIREMENT

Below listed are two (2) references where work comparable in kind and extent to that requested has been performed by us.

1. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_

2. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_

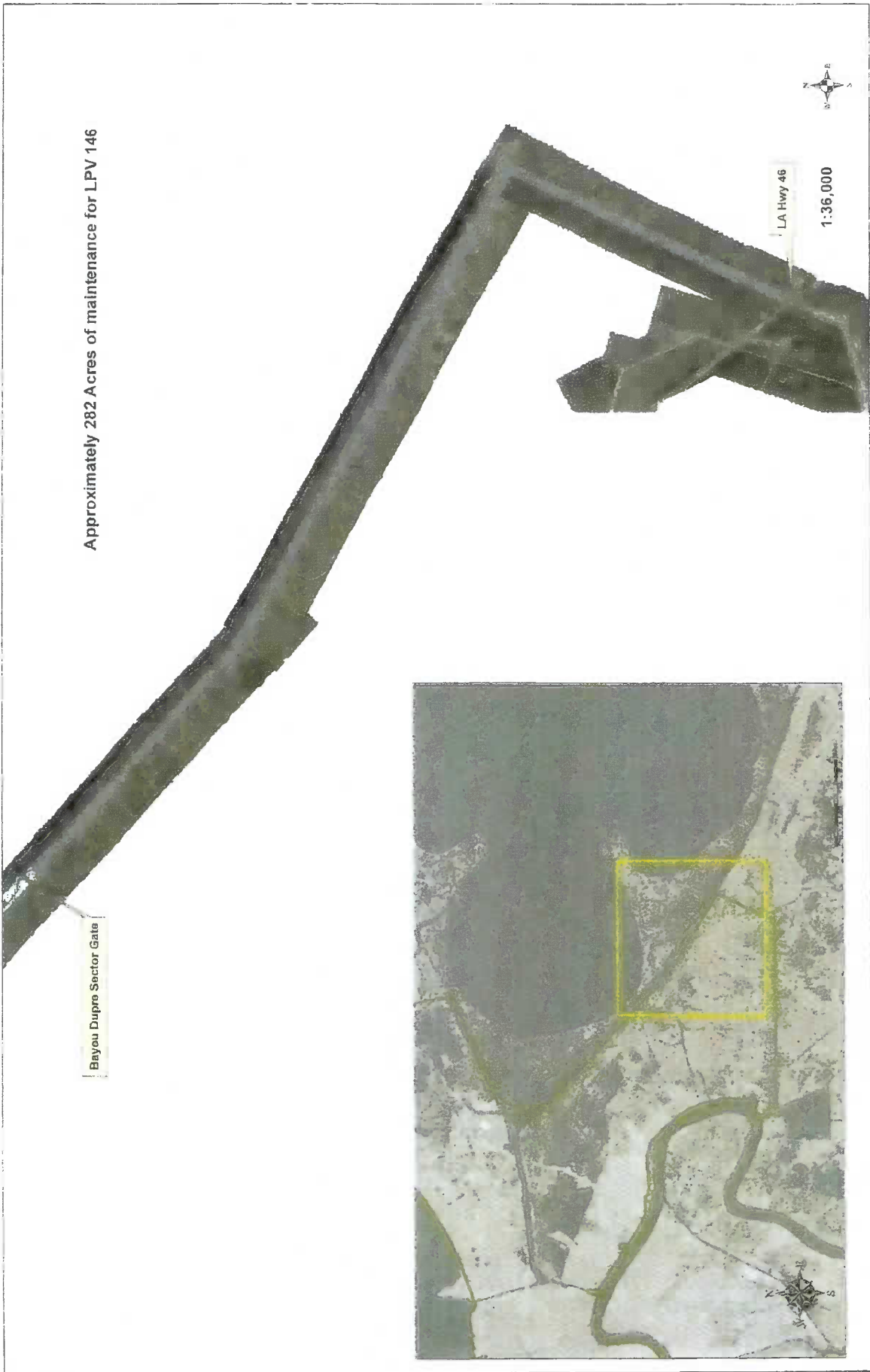


Approximately 282 Acres of maintenance for LPV 146

Bayou Dupre Sector Gate

LA Hwy 46

1:36,000





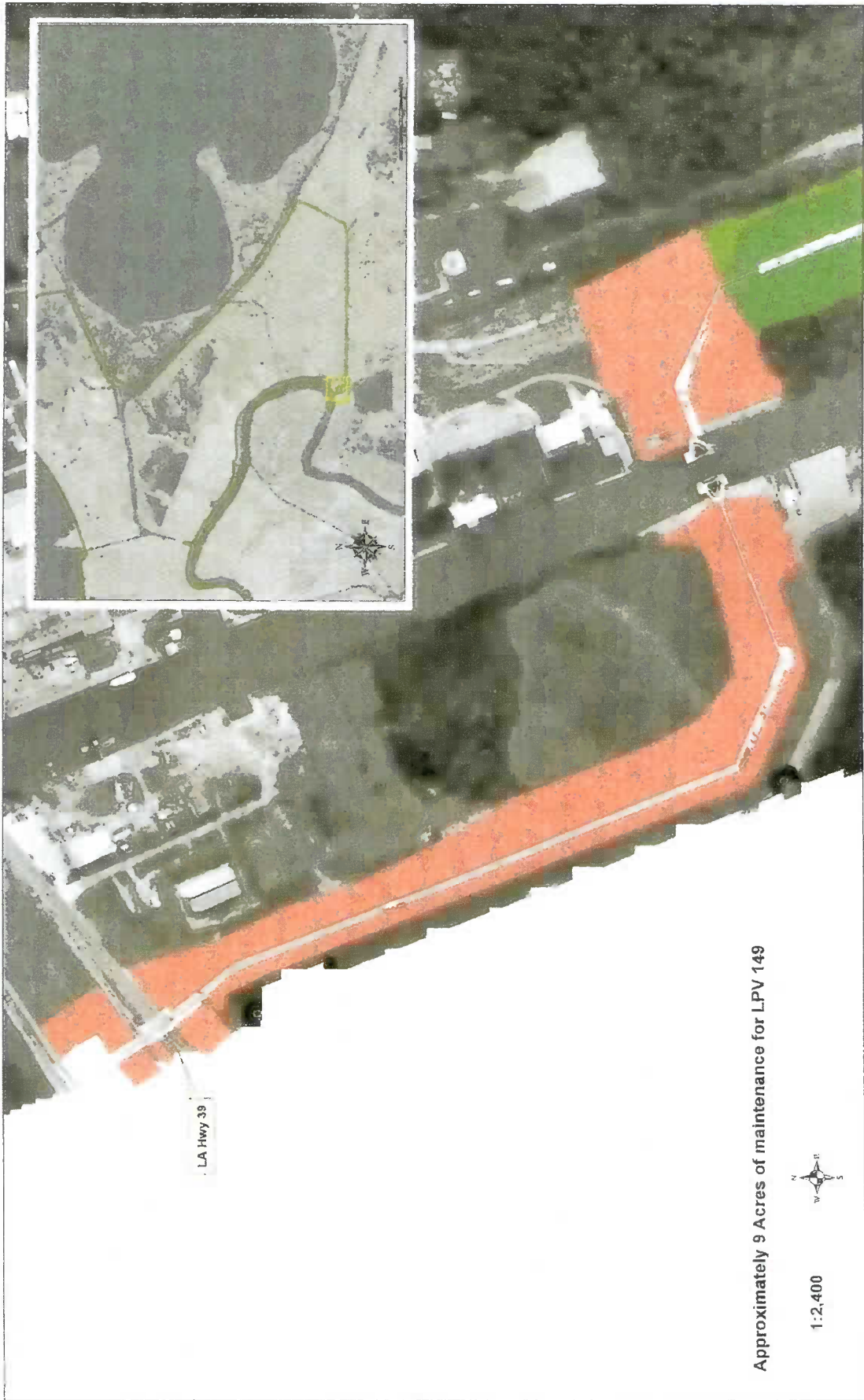
Approximately 3 Acres of maintenance for LPV 147  
LA 46 Roadway Floodgate

1,000



Approximately 300 Acres of maintenance for LPV 148.02





Approximately 9 Acres of maintenance for LPV 149

1:2,400



## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of receiving a site visit to one of the Southeast Louisiana Flood Protection Authority East (SLFPA-E) facilities, levees or floodwalls on April 4<sup>th</sup>, 2018, I hereby release the SLFPAE, its levee districts (Orleans, East Jefferson, Lake Borgne), its Commissioners, employees, and agents from all liability for any injuries, death or property damage that may result to me from this site visit, whether caused by negligence or otherwise, including but not limited to any property damage to vehicles that may need to be towed.

I acknowledge that I voluntarily request access to the sites.

I understand that by accepting access to the site, I incur no obligation towards the SLFPAE, its Commissioners, levee districts, employees, and agents except as imposed by this release.

I agree that this release not only binds me, but also my family, heirs, assignees, successors, administrators, and executors.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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