



St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
(225) 562-2400
FAX (225) 562-2401
TDD: (225) 562-8500
council@stjamesparishla.gov

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

August 18, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, August 19, 2020, at 6:30 p.m., via video/teleconference.

Please make every effort to attend.

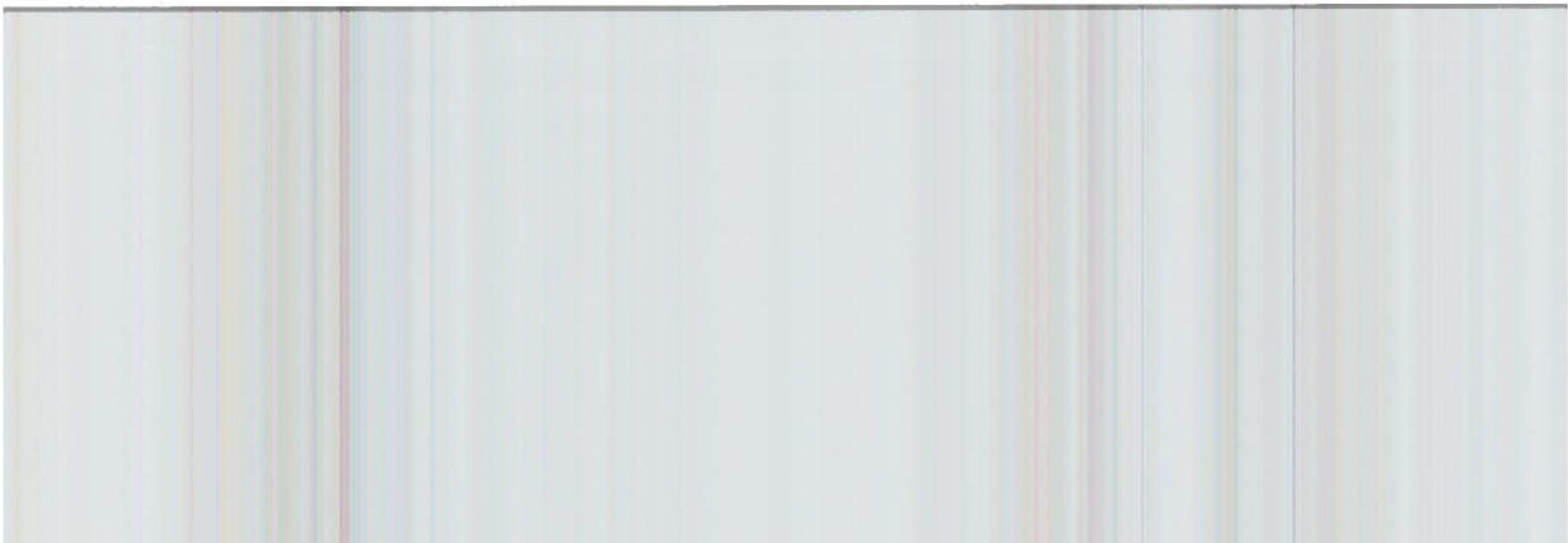
Sincerely,

Linda Hubbell
Secretary

cc: Parish President Pete Dufresne & Staff
Assistant District Attorney Cody Martin
The News Examiner/Enterprise
The Morning Advocate
L'Observateur

Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

Alvin St. Pierre, Jr.	Jason Amato	Ryan Louque	Mason Bland	Clyde Cooper	Vondra Steib	Donald Nash
District 1	District 2	District 3	District 4	District 5	District 6	District 7



**AGENDA
ST. JAMES PARISH COUNCIL
VIDEO/TELECONFERENCE
WEDNESDAY, AUGUST 19, 2020**

Based on Proclamation Number 84 JBE 2020 regarding COVID-19, the St. James Parish Council (the "Council") has determined that it will meet via video/teleconference at the date and time indicated. The Council certifies that it will otherwise be unable to operate due to quorum requirements. If a member of the public would like to make a public comment on any agenda item, please do one of the following: 1) Send an email, prior to the meeting, to the Council Secretary (linda.hubbell@stjamesparishla.gov) stating the agenda item you want to submit a comment upon, along with your full name, address, and your written comments, which will be read into the record of the meeting; or 2) Dial into the teleconference line at (504) 326-1577 and enter Conference ID: 276 388 425#. You will be allowed to comment during the Public Comment item of the agenda on any matter requiring a vote of the Council.

6:30 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the August 5, 2020 regular meeting minutes

IV. PRESIDENT'S REPORT

- V. PUBLIC COMMENT** on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

VI. PRESENTATION - None

VII. CORRESPONDENCE RECEIVED -None

VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Resolution reappointing Charlene Williams as a District 6 Representative to the St. James Parish Economic Development Board (Etienne-Steib)
2. Resolution appointing Alvin St. Pierre, Jr. to the South Central Louisiana Solid Waste District (St. Pierre)
3. Resolution reappointing Elton Chenier to the St. James Parish Coastal Zone Advisory Board as a representative of the Parish President (Dufresne)
4. Resolution reappointing Paul Aucoin to the St. James Parish Economic Development Board as a representative of the Parish President (Dufresne)
5. Resolution appointing Kimberly Martin to the St. James Parish Economic Development Board as a representative of the Parish President (Dufresne)
6. Resolution appointing Nicholas Steib as a representative of District 7 to the St. James Parish Economic Development Board (Nash)

IX. OLD BUSINESS - None

X. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the August 21, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution authorizing the St. James Parish President to sign and execute a contract with Concrete Busters of Louisiana, Inc. for the Gramercy Recreation pool demolition (Dufresne)
4. Resolution authorizing the Parish President to sign a contract and any other documents with Synder Training and Response LLC for industrial audits per parish ordinance (Dufresne)

X. MOTION TO ADJOURN

To view backup documentation please visit www.stjamesla.com/agendacenter

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The following resolution was offered and moved for adoption by Councilman _____, seconded by Councilman _____ and adopted:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION REAPPOINTING CHARLENE WILLIAMS AS A
DISTRICT 6 REPRESENTATIVE TO THE ST. JAMES PARISH
ECONOMIC DEVELOPMENT BOARD**

WHEREAS, Ordinance 88-8, as amended by Ordinance 93-7, provides for the naming of members to the St. James Parish Economic Development Board; and,

WHEREAS, Charlene Williams, a member of the Economic Development Board, has, since her original appointment, rendered services and performed duties faithfully and well; and,

WHEREAS, the term of Ms. Williams has expired; and,

WHEREAS, it is the wishes of the Parish Council that the tenure of Ms. Williams be continued:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that pursuant to Section 2 of said ordinance, Charlene Williams, 2244 Church Street, Vacherie, LA 70090, is hereby reappointed to the St. James Parish Economic Development Board as a representative from District 6, for a term expiring in August 2023.

And, the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPOINTING ALVIN ST. PIERRE, JR. TO THE SOUTH
CENTRAL LOUISIANA SOLID WASTE DISTRICT**

WHEREAS, the South Central Louisiana Solid Waste District was created by Act 982 under Chapter 25-D of R.S. 33:8061 through 8067, and Ordinance 00-04 declared St. James Parish a member of the South Central Louisiana Solid Waste District; and,

WHEREAS, the board of commissioners shall consist of two members from each participating parish, one of which is a member of the parish governing authority and one representing the municipalities of the parish.

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Alvin St. Pierre, Jr., 317 Belinda Avenue, Gramercy, LA 70052, be and he is hereby appointed to the South Central Louisiana Solid Waste District as the governing authority representative with said term running concurrent with that of the parish governing body.

And, the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION REAPPOINTING ELTON CHENIER TO THE ST. JAMES PARISH COASTAL ZONE ADVISORY BOARD AS A REPRESENTATIVE OF THE PARISH PRESIDENT

WHEREAS, the term of Elton Chenier, a member of the St. James Parish Coastal Zone Advisory Board, has expired; and,

WHEREAS, Mr. Chenier, has since his original appointment, rendered services and performed duties faithfully and well; and,

WHEREAS, it is the wishes of the St. James Parish Council that his tenure be continued:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Elton Chenier, 23106 Oak Street, Vacherie, Louisiana, 70090, is hereby reappointed to serve as a member of the St. James Parish Coastal Zone Advisory Board as a representative of the Parish President, for a term running concurrent with the Parish Council.

And, the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION REAPPOINTING PAUL AUCOIN TO THE ST. JAMES PARISH
ECONOMIC DEVELOPMENT BOARD AS A REPRESENTATIVE OF THE
PARISH PRESIDENT**

WHEREAS, Ordinance 88-8, as amended by Ordinance 93-7, provides for the naming of members to the St. James Parish Economic Development Board; and,

WHEREAS, Paul Aucoin, a member of the Economic Development Board, has, since his original appointment, rendered services and performed duties faithfully and well; and,

WHEREAS, the term of Mr. Aucoin has expired, and it is the wishes of the Parish President that the tenure of Mr. Aucoin be continued:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that pursuant to Section 2 of said ordinance, Paul Aucoin, 134 Goodwill Plantation Road, Vacherie, Louisiana 70090, be and he is hereby reappointed to the St. James Parish Economic Development Board as a Parish President appointee, for a term expiring in June 2022.

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPOINTING KIMBERLY MARTIN TO THE ST. JAMES
PARISH ECONOMIC DEVELOPMENT BOARD AS A REPRESENTATIVE OF
THE PARISH PRESIDENT**

WHEREAS, Ordinance 88-8, as amended by Ordinance 93-7, provides for the naming of members to the St. James Parish Economic Development Board; and,

WHEREAS, it is the wishes of the Parish Council that Kimberly Martin be appointed to the St. James Parish Economic Development as a representative of the Parish President.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Kimberly Martin, 30640 LA 3125, Paulina, LA 70763, is hereby appointed to the St. James Parish Economic Development Board, as a representative of the Parish President, with said term to expire June 2021.

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this the 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION APPOINTING NICHOLAS STEIB AS A REPRESENTATIVE OF DISTRICT 7 TO THE ST. JAMES PARISH ECONOMIC DEVELOPMENT BOARD

WHEREAS, Ordinance 88-8, as amended by Ordinance 93-7, provides for the naming of members to the St. James Parish Economic Development Board; and,

WHEREAS, it is the wishes of the Parish Council that Nicholas Steib be appointed to the St. James Parish Economic Development as a representative of District 7.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Nicholas Steib, 19999 Hwy 644, Vacherie, LA 70090, is hereby appointed to the St. James Parish Economic Development Board, as a representative of District 7, with said term to expire June 2023.

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this the 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
AUGUST 21, 2020 PAYROLL**

WHEREAS, the employee payroll is August 21, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the August 21, 2020 payroll and further authorizes the Parish President and Director of Finance to execute all necessary documents, including but not limited to wire transfer forms with financial services institutions, to perfect the disbursement of payroll.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, August 20, 2020.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

The following resolution was offered and moved for adoption by Councilwoman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN AND EXECUTE A CONTRACT WITH CONCRETE BUSTERS OF LOUISIANA, INC. FOR THE GRAMERCY RECREATION POOL DEMOLITION

WHEREAS, St. James Parish desires to enter into a public works contract with Concrete Busters of Louisiana, Inc for the Gramercy Recreation pool demolition.; and,

WHEREAS, the Scope of services to be provided under the contract will be defined through Exhibit A attached to the contract signed by both parties; and,

WHEREAS, the total value of this contract shall not exceed \$89,500.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract with Concrete Busters of Louisiana, Inc. for the demolition of the Gramercy Recreation Pool and other contract services in accordance with the terms of the contract.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

**MASTER CONTRACT
for
PUBLIC WORKS/CONSTRUCTION**

BE IT KNOWN that on this ____ day of _____, 2020

St. James Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "OWNER"), as approved by Resolution adopted by the Parish Council of St. James on the ____ day of _____, 2020.

And

Concrete Busters of Louisiana, Inc qualified to do and doing business in this State and Parish (hereinafter referred to as "CONTRACTOR") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents do not control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF SERVICES/WORK

A. CONTRACTOR shall complete all WORK as specified or indicated in the Contract Document **Exhibit A** in conjunction with:

Gramercy Recreation Pool Demolition

B. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as an Exhibit and made a part hereof as if written herein in full. All work shall be under the direction of the Brent Dicharry of the Recreation Department, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

C. The compensation to the Provider for these services shall be set out in the attached scope document, Task Order, or written proposal signed by both parties to this contract.

D. There will be absolutely no fees or charges paid to Provider 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 PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

A. The Work will be substantially completed within **60** calendar days from the date identified on the Notice to proceed from the Engineer.

B. The Notice to Proceed shall be issued within ten **(10)** days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.

C. This construction contract shall remain in full force and effect until all work has been completed and accepted by OWNER and all payments required to be made to Contractor.

D. However, this contract may be terminated for any of the following:

1. As per the terms and conditions of Paragraph 15 and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

3. **ENGINEER - Not applicable**

A. The Drawings have been prepared by Engineer, PEO., _____ who is hereinafter call ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. **PROJECT SCHEDULE**

A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where WORK is being performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE in writing of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to (*email address of contact*) and (*email address of contact*) and other contacts including testing company that is a team for member for the project.

B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY \$150.00 per failure to notify the OWNER'S REPRESENTATIVE. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that said amount shall be paid by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

5. **LIQUIDATED DAMAGES**

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in section 2 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of

requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **Two Hundred (\$200.00) Dollars** for each day that expires after the time specified in section 2 for Substantial Completion until the Work is substantially complete.

6. **CONTRACT PRICE**

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to adjustment as provided in the Contract Documents or amendments thereto. This is unit price contract based on the estimated quantities and unit cost awarded with an estimated total of **\$89,500**.

7. **PAYMENT PROCEDURES**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. Invoices for services shall be submitted by CONTRACTOR to the OPERATIONS DEPARTMENT for review and approval:

St. James Parish Government
P.O. Box 106
Convent, LA 70723

- C. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unite Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Payment will be made on work that that been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.
- D. Pursuant to La. R.S. 38:2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.
- E. **Fuel or Asphalt/Concrete Adjustments.** There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract, and shall not apply in any form or fashion to the contract. Any language in this Contract which implies that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete adjustments to the OWNER in any form.

- F. **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B) (13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.
- G. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the Parish.
- H. 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.
- I. The Parish agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The Parish 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, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
- J. 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.

8. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents. Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. CONTRACTOR Bid Documents
- b. Bid Bonds
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award
- g. Notice to Proceed
- h. Technical Specifications prepared by engineer
- i. Standard General Conditions
- j. Drawings prepared by engineers

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications & contract document.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner 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. Construction Documents. The CONTRACTOR shall use the most current versions of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the CONTRACTOR but shall remain the property of the Owner to the extent the Owner 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 Parish, and shall be returned by CONTRACTOR to Parish, 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 Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR'S expense, at termination or expiration of this contract.
 - (2) The Parish and CONTRACTOR acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or Parish 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 the Parish.

- (4) CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved, close out has been issued.

(b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the CONTRACTOR goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

- F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use CONTRACTOR'S work product on any other project without the express written notice to 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.

11. NON-ASSIGNABILITY

- A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the CONTRACTOR from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. BUDGET LIMITATION

- A. It is the responsibility of the CONTRACTOR to advise the Parish 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 the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the 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.
- B. The continuation of this contract is contingent upon the appropriation of funds by the

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

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's 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 the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the CONTRACTOR and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The CONTRACTOR'S insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.
- C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James 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 B+.
1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - 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. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
- a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements where applicable.
5. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James 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 the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by CONTRACTOR. In the event that Parish cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR'S fee the cost of such insurance.
6. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.
7. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

14. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** 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 Parish. 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 the Parish of Ascension.

- 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 the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish 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 Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from CONTRACTOR any damages for its errors and omissions.
- C. The CONTRACTOR shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct or the CONTRACTOR.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive 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 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the CONTRACTOR modifies the Parish's contract documents without the expressed prior written consent of the Parish, the CONTRACTOR shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the CONTRACTOR'S deviation from the Parish'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, the Parish shall have the right to annul this contract without liability.

- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 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", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the Parish but that the Parish may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged 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 the Parish, nor will CONTRACTOR take any action on behalf of the Parish 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 the Parish. In the event that the Parish determines that CONTRACTOR is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, 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 in a workmanlike and professional manner.
- S. 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 or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.
- U. CONTRACTOR agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & off-site office work. CONTRACTOR further agrees that Parish will not be responsible for or in any way 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.

15. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish 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 the Parish 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 the Parish 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 the Parish and specifically supervised by the Parish. Any work performed by CONTRACTOR during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; CONTRACTOR specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish 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 the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time 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 the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph

below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

- D. Additional Causes for Termination or suspension:
1. By mutual agreement and consent of the parties hereto.
 2. By the Parish 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.
 3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
 4. In the event of the abandonment of the project by the Parish.
 5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- 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 the Parish all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR'S personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day 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 the Parish by giving thirty (30) day notice to Provider 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 the Parish 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 as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. 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, the Parish 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 the Parish. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

16. 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 the Parish 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 the Parish that CONTRACTOR delays, retards, interferes with or otherwise interrupts such an audit, the Parish 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.

17. 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.

18. 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 the Parish. The Parish 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 the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

- B. 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 taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of CONTRACTOR as independent contractor.
- C. CONTRACTOR further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. CONTRACTOR agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make CONTRACTOR an employee of the Parish nor create a partnership between CONTRACTOR and the Parish.
- E. CONTRACTOR acknowledges exclusion 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 the Parish. 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 the Parish.

19. NOTICES

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

Parish of St. James: Operations Department
P.O. Box 106
Convent, LA 70723

Contractor: Concrete Busters of Louisiana
6101 River Road
Avondale LA 70094

20. 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. The Parish 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 two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____


Title: PRESIDENT
Concrete Busters of Louisiana
License No. 18413
Date: 8/10/2020

CONCRETE BUSTERS OF LOUISIANA, INC.

Exhibit A

P.O. BOX 9416
BRIDGE CITY, LOUISIANA 70096-9416
(504) 342-8898 FAX (504) 342-8897

PROPOSAL

July 31, 2020

Attn: Ms. Ashley Poche
St. James Parish
5800 Highway 44
Convent, LA 70723

Phone: (225) 562-2292
Email: ashley.poche@stjamesparishla.gov

Job Location: Gramercy Recreation Swimming Pool Demolition
Job Description: Demolition

WE HEREBY SUBMIT ESTIMATES FOR THE FOLLOWING:

The providing of equipment with operators and labor with tools necessary to perform the following job descriptions. The following inclusions and exclusions are hereby made a part of this job scope.

Deliverable No.:

1) Project plan and work breakdown _____	\$10,000.00
2) Above ground demolition _____	\$20,000.00
3) Below ground infrastructure _____	\$30,000.00
4) Grade _____	\$25,000.00
5) Final Inspection _____	\$ 4,500.00

INSURANCE INCLUSIONS:

Standard Workman's Compensation to provide benefits under Louisiana Workman's Compensation Act.

Contractor's Protection Liability with liability of \$1,000,000 combined single limit for bodily injury and property damage.

Comprehensive Motor Vehicle Liability with liability of \$1,000,000 combined single limit for bodily injury and property damage.

Excess Liability Umbrella Form with liability of \$4,000,000 combined limit for bodily injury and property damage.

Concrete Busters of Louisiana, Inc.
7/31/2020
Gramercy Recreation Swimming Pool Demolition

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WE PROPOSE to provide equipment with operators and labor with tools in complete accordance with the above specifications including the inclusions/exclusions for the sum of: **EIGHTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS, [\$89,500.00].**

Authorized Signature



Concrete Busters of Louisiana, Inc.
Reagan Roussell

7/31/2020
Date

Acceptance of Proposal: The above price, conditions, and specifications are hereby accepted. You are authorized to do the work as outlined above.

Authorized Signature _____

Date _____

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 20-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN A CONTRACT AND ANY OTHER DOCUMENTS WITH SNYDER TRAINING AND RESPONSE LLC FOR INDUSTRIAL AUDITS PER PARISH ORDINANCE

WHEREAS; St. James Parish passed an ordinance in 2015 for industrial fire protection standards; and

WHWHEREAS; the ordinance 5 year provision to come in compliance has ended; and

WHWHEREAS; St. James Parish need to have a third party conducting the audit/reviews; and

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter Dufresne, is hereby authorized and empowered to sign a Contract and any other documents with the Snyder Training and Response, LLC.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 19th day of August 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 19th day of August 2020.

Signed at Vacherie, Louisiana, this 20th day of August 2020.

(S E A L)

Linda Hubbell
Secretary

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this _____ day of _____, 2020,

St. James Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of St. James;

And

Snyder's Training and Response, LLC. qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

1. SCOPE OF SERVICES

A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of Eric Deroche, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

B. The compensation to the Provider for these services shall not exceed **\$35,000.00**

2. TERM OF CONTRACT

A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of two (2) year, beginning on February 20, 2020.

B. This Professional Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner 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 Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish,

at Provider's expense, at termination or expiration of this contract.

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
 - (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
 - (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- I. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD.

Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

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

A. 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, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, 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., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
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. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:
St. James Parish Government
P.O. Box 106
Convent, LA 70723

- a. All invoices must describe the Parish Project.
 - b. All billings by Provider for services rendered shall be submitted in writing.
 - c. Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
 - d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, 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 PROJECT MANAGER.
 - e. Provider agrees to comply with the instructions when submitting invoices.
 - f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
 6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish

shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.

B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.

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

7. **INSURANCE**

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's 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 the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.

- B. All policies and certificates of insurance shall contain the following clauses:
 - 1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 - 2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
 - 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
 - 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.

- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James 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 B+.
 - 1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 - 2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- 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. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
- a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James 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 the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James, the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James, 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.
 8. **WAIVER:** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.
- 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 the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether

in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive 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 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective

parties.

- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 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", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

- R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.
- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.
- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

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

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the Provider'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 Provider.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the Parish.
5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider 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 Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider 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 the Parish by giving thirty (30) day notice to Provider 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 the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider 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, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

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

such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

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

12. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

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

Parish of St. James: Office of the Parish President
P.O. Box 106
Convent, LA 70723

Provider: Snyder's Training and Response, LLC
308 Somerset Rd.
Laplace. LA 70068

14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the

corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____

Title: _____
Name: _____
Date: _____

John M. Snyder Jr.
308 Somerset Rd.
LaPlace, LA 70068

(O)985-652-1009
(C)985-817-0649

Scope of Service

A proposal to evaluate the Industrial facilities in St. James Parish based on the 2015 Parish Ordinance 14-16. This proposal consists of three phases, the pre-site visit and questionnaire, the site visit to verify the information is correct and the follow up report and findings. The size of the Industrial site will determine the amount of time it will take to complete all three phases of the evaluation. Below is a breakdown of the three phases.

Phase I

- Get a complete list of all the Industrial sites that fall under the Parish Ordinance 14-16
- Develop the questionnaire to be sent out by the Parish to the covered site for self-evaluation and certification
- Once questionnaire is returned, generate a list of questions and points to be evaluated during the on-site visit
- Schedule a date for the site visit

Phase II

- Conduct the on-site visit with the Industrial site being evaluated for their "average most probable scenario"
- Submit a "Draft" report on findings for the Parish and Industrial site to review
- Meet with Parish/Company officials to discuss findings and corrective actions to come into compliance

Phase III

- Submit a final report to the Parish and the Industrial site
- Conduct any follow up site visits as required by the Parish/Industrial site

I respectfully submit my consulting fee of \$100.00/hr. to complete the above described work. This includes travel time, mileage, and all other expenses incurred.