



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT FOR SERVICES RELATED TO EMERGENCY STANDBY GENERATORS

Be it known, that on this 15th day of June, 2016, **St. John the Baptist Parish Council**, (hereinafter sometimes referred to as "**Parish**") and **Castay, Inc., Inc.**, 900 E Airline Hwy, LaPlace, Louisiana 70068 (hereinafter referred to as "**Contractor**"), do hereby enter into this "**Contract**" under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to provide the services, as stated in **Exhibit A: Statement of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with **Exhibit B: Master Fee Schedule**. (See attached Exhibit B for detailed budget information.)

All payments must be approved by the **Utility Director** and the **Chief Financial Officer**.

PROGRESS PAYMENTS

Based upon Applications of Payment submitted to the Parish by the Contractor, the Parish shall promptly make progress payments on account of the Contract Sum or agreed Unit Pricing to the Contractor as provided below and in accordance with the Master Fee Schedule.

The Period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an Application for Payment is received by the Owner not later than the 10th day of the month, the Parish shall make a payment to the Contractor within thirty (30) days. If an Application for Payment is received by the Parish after the application date fixed above, payment is due and shall be made by the Parish not later than sixty (60) days after the Parish received the Application for Payment.

Each Application for Payment shall be based on a determination of the Units of Work provided and shall indicate the number of units provided as the end of the period covered by the Application for Payment.

TERMS AND CONDITIONS

In consideration of the services described above, Parish hereby agrees to all Special Terms & Conditions listed in **Exhibit C: Special Terms and Conditions**.

CONTRACT PARTS

This Contract includes the attached Terms and Conditions, if any, the solicitation document (RFQ, RFP, Bid, etc.) and other documents mentioned in this Contract. The Terms and Conditions shall control when there is a discrepancy.

INSURANCE

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit D: Insurance Requirements**.

MONITORING PLAN

This Contract shall be administered and monitored by the **Utilities Director** and the **Chief Financial Officer** during the contract period. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of Exhibit C: Special Terms and Conditions to ensure compliance, a review of Exhibit D: Insurance Requirements to ensure coverage, and a review of invoices for accuracy prior to reimbursement of services, etc. The Contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation. Contractor is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

Parish or Contractor may terminate this Contract for cause based upon the failure of the Parish or Contractor to comply with the terms and/or conditions of this Contract, provided that either party gives 180 days written notice specifying the failure shall give the Contractor written notice specifying the Contractor's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this Contract at any time 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 performed satisfactorily.

OWNERSHIP

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, 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, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract.

HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and/or expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Contractor.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Contactor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that Parish shall have the option of auditing all accounts of Contractor which relate to this Contract.

TERM OF CONTRACT

The contract shall be for a three (3) year period beginning with execution of the contract and ending thirty-six (36) months thereafter, with an option to renew for one (1) year increments, three (3) times upon written mutual agreement between the Parish Council and the Contractor. **St. John the Baptist Parish shall retain the option of modifying the scope of work based on agreed upon conditions in Exhibit C.**

INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event, this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

If to Parish:	If to Contractor:
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Walter H. Castay, Inc. III Castay, Inc. Inc. 900 E Airline Hwy LaPlace, Louisiana 70068

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Contractor must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 15th day of June 2016.

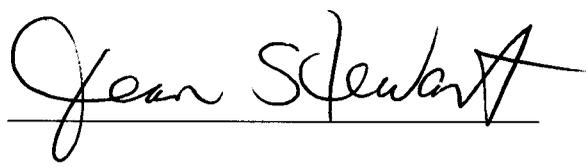
WITNESS:



PARISH:
ST. JOHN THE BAPTIST PARISH

By: 
Natalie Robottom
Parish President

WITNESS:



CONTRACTOR:
Castay, Inc., Incorporated.

By: 
Walter H Castay, Inc. III
President

Exhibit A
Statement of Work

STATEMENT OF WORK

The intent of this contract is to establish prices for the rental of generators; to be used by the Utilities Departments of the Parish, on an as-needed basis and for declared emergencies. The rental rate is to include the necessary cables and equipment needed to operate the generators once they have been placed at their designated sites.

SPECIFICATIONS

OWNER: St. John the Baptist Parish

CONTRACTOR: Castay, Inc. Incorporated

SECTION 1000 Mobilization/Demobilization, Personnel Rates, and Miscellaneous Items

- A. Mobilization and demobilization consists of the preparatory work and operations including, but not limited to the movement of supplies, standard equipment, personnel and incidentals to and from the project location. This item shall be utilized at the Owner's discretion.

MEASUREMENT AND PAYMENT

- 1000.01 All costs associated with the initial and subsequent mobilizations and demobilizations of standard equipment, as defined above.
- 1000.02-.05 All personnel shall be available within one and one-half (1.5) hours of notice from Owner. Personnel rates shall be for actual time at job site, and shall include all materials needed to perform duties included in specifications.
- 1000.06 Cost per gallon of diesel for fueling at location of generator.
- 1000.07 Additional cost per hour rate for any time spent detained, after four (4) hours, during mobilization/demobilization.
- 1000.08A-.08B Price per linear foot of additional cable, if necessary.

SECTION 2000 Generator Emergency Standby

- A. These items are for standby pricing rates to reserve generators, for pre-planning purposes in the event of an emergency, for a twelve (12) month period of contract calendar year.
- B. Standard equipment includes, but is not limited to generator unit, cables, fuel tank or any other equipment necessary per site to produce temporary power requirements.
- C. Units shall be stored at a site within area listed in Qualifications section.

MEASUREMENT AND PAYMENT

2000.01-.27 Upon approval from Owner, Contractor shall be paid per unit to have standard equipment on stand-by for duration of time period in description.

SECTION 3000 GENERATOR USAGE RATES

- A. The intent of these items is to establish a usage rate for each unit.
- B. Provide necessary supplementary equipment including, but not limited to, items listed per unit in section 2000. Provide properly licensed personnel needed to off-load, install and operate generators upon delivery to designated locations, when required by Owner. Delivery of units shall be delivered to site within two (2) hours of request.
- C. Generators will be delivered with a full tank of fuel.
- D. In the event of malfunction or equipment failure during the period of rental, provide repair or replacement within 24 hours.
- E. Rental terminates upon notification to the Contractor from the Owner for retrieval of equipment.

MEASUREMENT AND PAYMENT

3000.01A-.27A Price per unit shall be a seven (7) day week. Rental will be for seven (7) day **minimum** usage when equipment is shipped. Prorated on a daily basis thereafter until returned or released by the Parish. Equipment can only be returned/released during normal business hours between 7AM – 3PM on Monday-Friday excluding holidays.

3000.01B-.27B Price per unit shall be a calendar month.

Exhibit B

St. John the Baptist Parish, LA					
Emergency Standby Generators and Usage Rates					
Master Fee Schedule					
ITEM NO.	SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION 1000 Mobilization/Demobilization, Site Assessment, and Miscellaneous Items					
1000.01	Mobilization and Demobilization-4 Hour Minimum	1	HR	\$175.00	
1000.02	Site Assessment, Hourly Rate	1	HR	\$125.00	
1000.03	Technician, Hourly Rate	1	HR	\$125.00	
1000.04	Electrician, Hourly Rate	1	HR	\$255.00	
1000.05	Operator, Hourly Rate	1	HR	\$125.00	
1000.06	Refueling Charge, Price per gallon - Diesel	1	GAL	Cost + 20%	
1000.07	Detainment Charge (After 4 hour delay)	1	HR	\$125.00	
1000.08A	4/0 Cable	1	FT	0.08/Ft/Day	
1000.08B	#2 4C Cable	1	FT	0.24/Ft/Day	
SECTION 2000 Generator Emergency Standby					
2000.01	Belle Point - (1) Skid Mounted; 250kw (minimum), 230V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (4) 100' 4/0 cables.	12	MO	\$390.00	\$4,680.00
2000.02	Belle Terre - (1) Skid Mounted; 75kw (minimum), 220V, 3 phase, diesel generator set with 300 gallon diesel fuel tank and (4) 100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.03	Cambridge - (1) Skid Mounted; 80kw (minimum), 220V, 3 phase, diesel generator set with 300 gallon diesel fuel tank and (4) 100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.04	Capt. G Bourgeois - (1) Trailer Mounted; 600kw (minimum), 480V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (10) 100' 4/0 cables.	12	MO	\$1,060.00	\$12,720.00
2000.05	Central Lift - (1) Skid Mounted; 175kw (minimum), 480/277V, 3 phase, diesel generator set with 300 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$300.00	\$3,600.00
2000.06	Central Sewer Plant - (1) Skid Mounted; 200kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon fuel tank and (4) 100' 4/0 cables.	12	MO	\$365.00	\$4,380.00
2000.07	Chatsworth - (1) Trailer Mounted; 80kw (minimum), 480/277V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (1) 75' 4C cables.	12	MO	\$240.00	\$2,880.00
2000.08	Crevasse - (1) Trailer Mounted; 50kw (minimum), 480/277V, 3 phase, diesel generator set with 80 gallon diesel fuel tank and (1) 50' #2 4C SO cable.	12	MO	\$200.00	\$2,400.00
2000.09	East 7 th , Lucy - (1) Skid Mounted; 80kw (minimum), 220V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.10	East 10 th , Reserve - (1) Skid Mounted; 80kw (minimum), 220V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.11	East 23 rd , Reserve - (1) Skid Mounted; 80kw (minimum), dual voltage, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.12	Foxwood - (1) Trailer Mounted; 150kw (minimum), 480/277V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 100' 4/0 cables.	12	MO	\$330.00	\$3,960.00
2000.13	Garyville Sewer Plant - (1) Skid Mounted; 250kw (minimum), 480/277V, 3 phase, diesel generator set with 500 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$390.00	\$4,680.00
2000.14	Hwy 18 - (1) Skid Mounted; 80kw (minimum), 480/277V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (1) 75-100' 4C #2 SO cable.	12	MO	\$193.00	\$2,316.00
2000.15	LaPlace Park - (1) Trailer Mounted; 800kw (minimum), 480/277V, 3 phase, diesel generator set with 1000 gallon diesel fuel tank and (11) 100' 4/0 cables.	12	MO	\$1,200.00	\$14,400.00

2000.16	Ned Duhe - (1) Skid Mounted; 175kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$300.00	\$3,600.00
2000.17	Parlange Loop - (1) Trailer Mounted; 80kw (minimum), 480/277V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (1) 75' 4C #2 SO cable.	12	MO	\$240.00	\$2,880.00
2000.18	Percy Hebert - (1) Skid Mounted; 175kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$300.00	\$3,600.00
2000.19	Persimmon - (1) Trailer Mounted; 250kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon base fuel tank and (4) 100' 4/0 cables.	12	MO	\$450.00	\$5,400.00
2000.20	Roussel's - (1) Skid Mounted; 100kw (minimum), 480/277V, 3 phase, diesel generator set with 300 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$223.00	\$2,676.00
2000.21	Tigerville - (1) Skid Mounted; 250kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (4) 100' 4/0 cables.	12	MO	\$390.00	\$4,680.00
2000.22	Wallace - (1) Skid Mounted; 200kw (minimum), 480/277V, 3 phase, diesel generator set mounted in a weatherproof enclosure with 550 gallon base fuel tank and (4) 100' 4/0 cables.	12	MO	\$365.00	\$4,380.00
2000.23	Welham - (1) Trailer Mounted; 80kw (minimum), 480/277V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (1) 75' 4C #2 cable.	12	MO	\$240.00	\$2,880.00
2000.24	West 1 st , Edgard - (1) Skid Mounted; 80kw (minimum), 220V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$205.00	\$2,460.00
2000.25	Woodland - (1) Skid Mounted; 100kw (minimum), 220V, 3 phase, diesel generator set with 60 gallon diesel fuel tank and (4) 75-100' 4/0 cables.	12	MO	\$235.00	\$2,820.00
2000.26	Za Montz - (1) Skid Mounted; 450kw (minimum), 480/277V, 3 phase, diesel generator set with 550 gallon diesel fuel tank and (7) 100' 4/0 cables.	12	MO	\$765.00	\$9,180.00
2000.27	Spare 800kw - (1) Trailer Mounted; 800kw (minimum), 480/277V, 3 phase, diesel generator set with 750 gallon diesel fuel tank and (10) 100' 4/0 cables.	12	MO	\$1,145.00	\$13,740.00

SECTION 3000 Generator Usage Rates

3000.01A	Belle Point	1	WK	\$1,813.00	\$1,813.00
3000.01B	Belle Point	1	MO	\$5,439.00	\$5,439.00
3000.02A	Belle Terre	1	WK	\$1,010.00	\$1,010.00
3000.02B	Belle Terre	1	MO	\$3,030.00	\$3,030.00
3000.03A	Cambridge	1	WK	\$1,010.00	\$1,010.00
3000.03B	Cambridge	1	MO	\$3,030.00	\$3,030.00
3000.04A	Capt. G Bourgeois	1	WK	\$3,990.00	\$3,990.00
3000.04B	Capt. G Bourgeois	1	MO	\$11,970.00	\$11,970.00
3000.05A	Central Lift	1	WK	\$1,449.00	\$1,449.00
3000.05A	Central Lift	1	MO	\$4,347.00	\$4,347.00
3000.06A	Central Sewer Plant	1	WK	\$1,596.00	\$1,596.00
3000.06B	Central Sewer Plant	1	MO	\$4,788.00	\$4,788.00
3000.07A	Chatsworth	1	WK	\$1,230.00	\$1,230.00
3000.07B	Chatsworth	1	MO	\$3,690.00	\$3,690.00
3000.08A	Crevasse	1	WK	\$938.00	\$938.00
3000.08B	Crevasse	1	MO	\$2,814.00	\$2,814.00
3000.09A	East 7 th , Lucy	1	WK	\$1,010.00	\$1,010.00
3000.09B	East 7 th , Lucy	1	MO	\$3,030.00	\$3,030.00
3000.10A	East 10 th , Reserve	1	WK	\$1,010.00	\$1,010.00
3000.10B	East 10 th , Reserve	1	MO	\$3,030.00	\$3,030.00
3000.11A	East 23 rd , Reserve	1	WK	\$1,010.00	\$1,010.00
3000.11B	East 23 rd , Reserve	1	MO	\$3,030.00	\$3,030.00
3000.12A	Foxwood	1	WK	\$1,530.00	\$1,530.00
3000.12B	Foxwood	1	MO	\$4,590.00	\$4,590.00
3000.13A	Garyville Sewer Plant	1	WK	\$1,813.00	\$1,813.00
3000.13B	Garyville Sewer Plant	1	MO	\$5,439.00	\$5,439.00

3000.14A	Hwy 18	1	WK	\$990.00	\$990.00
3000.14B	Hwy 18	1	MO	\$2,970.00	\$2,970.00
3000.15A	LaPlace Park	1	WK	\$5,656.00	\$5,656.00
3000.15B	LaPlace Park	1	MO	\$16,968.00	\$16,968.00
3000.16A	Ned Duhe	1	WK	\$1,449.00	\$1,449.00
3000.16B	Ned Duhe	1	MO	\$4,347.00	\$4,347.00
3000.17A	Parlange Loop	1	WK	\$1,230.00	\$1,230.00
3000.17B	Parlange Loop	1	MO	\$3,690.00	\$3,690.00
3000.18A	Percy Hebert	1	WK	\$1,449.00	\$1,449.00
3000.18B	Percy Hebert	1	MO	\$4,347.00	\$4,347.00
3000.19A	Persimmon	1	WK	\$1,925.00	\$1,925.00
3000.19B	Persimmon	1	MO	\$5,775.00	\$5,775.00
3000.20A	Roussel's	1	WK	\$1,277.00	\$1,277.00
3000.20B	Roussel's	1	MO	\$3,831.00	\$3,831.00
3000.21A	Tigerville	1	WK	\$1,813.00	\$1,813.00
3000.21B	Tigerville	1	MO	\$5,439.00	\$5,439.00
3000.22A	Wallace	1	WK	\$1,596.00	\$1,596.00
3000.22B	Wallace	1	MO	\$4,788.00	\$4,788.00
3000.23A	Welham	1	WK	\$1,230.00	\$1,230.00
3000.23B	Welham	1	MO	\$3,690.00	\$3,690.00
3000.24A	West 1st, Edgard	1	WK	\$1,010.00	\$1,010.00
3000.24B	West 1st, Edgard	1	MO	\$3,030.00	\$3,030.00
3000.25A	Woodland	1	WK	\$1,277.00	\$1,277.00
3000.25B	Woodland	1	MO	\$3,831.00	\$3,831.00
3000.26A	Za Montz	1	WK	\$2,660.00	\$2,660.00
3000.26B	Za Montz	1	MO	\$7,980.00	\$7,980.00
3000.27A	Spare 800kw	1	WK	\$5,600.00	\$5,600.00
3000.27B	Spare 800kw	1	MO	\$16,800.00	\$16,800.00

Exhibit C

SPECIAL TERMS AND CONDITIONS

A. Shipping

All Equipment will be FOB Castay, Inc., Inc., LaPlace, LA.

B. Cancellation Penalties

Cancellation of specific generators and their accessory equipment, fuel tanks, trailers, cables, etc. from any standby location may result in a **cancellation penalty charge** to St. John Parish.

There will be **"RESETS"** to Exhibit B – Section 2000 and, subsequently, Section 3000, at 180-day intervals for the duration of this contract. A **"RESET"** is a review of the list of Generator Sets and related cables, fuel tanks, etc. by the Directors of Utilities and Public Works Departments to re-establish Parish needs. At the reset point, generators for particular locations may be removed from the scope of work and may, or may not, be replaced by other generators of different sizes and/or quantities for the same or different locations throughout the Parish. The following terms will establish the Penalty Charges if any are incurred.

An **initial reset/reduction** of up to four generators beginning after the first six months of the contract, will be available to the parish if exercised within the first 10 days of the 36 month contract term. After the first ten days of the three year contract term, cancellations of any generator and its accessory equipment tagged for a specific location will only be acceptable at the end of each 6 month period during this 36 month contract. After the **initial reset/reduction** exercised within the first ten days of the three year contract term, Castay, Inc., Inc. requires a 180 day advance "notice of cancellation", prior to removing any specific equipment from the standby plan. This **initial reset/reduction** option exempts the parish from the requirement of providing Castay, Inc., Inc. the 180 day advance "notice of cancellation". Parish will only be responsible for paying full standby rate only for a period of six months for whatever number of cancelled units the parish chooses up to four units. Calculation of cancellation penalty charges will be calculated using the fourth (4th) reset point formula for either three or four generators cancelled within the first ten days of the contract during this **initial reset/reduction**.

As Customary with previous Emergency Generator Standby Contracts, any cancellation penalty charges will be invoiced in their entirety at the effective time and date of the cancellation. Said invoices will be paid in compliance with the Parish's terms for payment which is Net-30 days.

MEASUREMENT AND PAYMENT

Initial reset/reduction point if exercised within the first (1st) ten days of the three (3) year contract: The 180 day advance "Notice of Cancellation" is waived for the first ten days of the contract term. Calculation of cancellation charges for four generators cancelled within the first ten days of the contract term will be calculated using the **fourth (4th) reset point** formula. That is, monthly standby rate x 0.5 x 6 months. **Note:** if less than three generators are cancelled using this **initial reset/reduction** option, there will be no cancellation penalty charge to the parish.

First (1st) reset point available by providing Castay, Inc. "notice of cancellation" at or before the end of month six resulting in the following penalty calculation: monthly standby rate x **0.75 x 24 months**. 180 day advance "notice of cancellation is required". **Note: if only one generator is cancelled using the first reset point, there will be no cancellation penalty charge to the parish.**

Second (2nd) reset point available by providing Castay, Inc. "notice of cancellation" at or before the end of month twelve resulting in the following penalty calculation: monthly standby rate x **0.70 x 18 months**. 180 day advance "notice of cancellation" is required. **Note: if only one generator is cancelled using the second reset point, there will be no cancellation penalty charge to the parish.**

Third (3rd) reset point available by providing Castay, Inc. "notice of cancellation" at or before the end of month eighteen resulting in the following penalty calculation: monthly standby rate x **0.60 x 12 months**. 180 day advance "notice of cancellation" is required. **Note: if only one generator is cancelled using the third reset point, there will be no cancellation penalty charge to the parish.**

Fourth (4th) reset point available by providing Castay, Inc. "notice of cancellation" at any time at or before the end of the twenty-fourth month resulting in the following penalty calculation: monthly standby rate x **0.50 x six (6) months**. 180 day advance notice of cancellation is required. **Note: if only one generator is cancelled using the fourth reset point, there will be no cancellation penalty charge to the parish.**

C. Equipment Re-assignment and/or exchanges

Any **re-assignment** of equipment to a new tag for location will not result in any cancellation or additional charges to the parish. Subject to availability, **the exchange or trading** of specific equipment for other sizes and quantities of equipment will exempt any equipment removed from the contract from being assessed a cancellation charge, as long as monthly standby revenue is not reduced or decreased. All sizes and quantities of equipment in Castay, Inc.'s inventory is subject to availability. If in-availability prevents any exchange or trade from occurring, cancellation charges will apply if the parish removes additional generators from the standby contract.

D. Equipment Maintenance Terms

There is no extra charge for double or triple shift operation of rental equipment; however, maintenance of the rental equipment including periodic maintenance such as oil changes, belt maintenance, air filter changes, coolant, oil, and fuel filter changes, are to be done by lessee, at its expense in accordance with manufacturers' recommendations or as needed. **Lessee is responsible** for checking and maintaining all fluid levels on a daily basis (oil, coolant, fuel, battery water, etc.)

Lessee agrees to return the equipment in the **same condition** as delivered less normal wear and tear. Cables are to be returned in **same fashion** as received, coiled, rolled and tagged for the purpose of accurately counting, inventory control and allocation to a specific generator and location for subsequent use by parish.

E. Load-Out Charges

In an effort to prevent last minute decision making and to avoid additional risk to both parish and Castay, Inc. employees and the additional labor expenses for afterhours/overtime shipments, the following excessive load out charge schedule attempts to address this issue by allowing a three day window for St. John Parish to orderly place all 27 generators at jobsites prior to a storm's approach. Up to nine (9) generators shipped per day when performed during normal business hours will result in **no additional load-out charge**. Otherwise, an additional load-out charge would apply for additional generators shipped beyond the allocation of nine (9) shipments per day @ \$500.00/generator. Shipments performed after hours are subject to load-out charges at time and one-half.

All terms and conditions of Castay, Inc.'s dray ticket are applicable.

Exhibit D
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

- 1) Contractual liability assumed by this agreement
- 2) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products – completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 9) Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 14th, 2016

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B

Jaelyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 14th, 2016.

District I

Kurt Beemel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

“Councilman Wright moved and Councilman Sorapuru seconded the motion to grant administration authorization to enter into a revised contract with Castay, Inc. of LaPlace for Emergency Standby Generators. The motion passed unanimously.”

District II

Julia Remouet
P.O. Box 2680
Reserve, LA 70084
Cell 504-330-7739

CERTIFICATION

District III

Lennix Madero, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 14th day of June, 2016.

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

June 14th, 2016

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council



District V

Michael R. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Buddy Boe
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 985-703-2648