

**St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569**

FILED FOR RECORD
11 APR -8 PM 3:44
CLERK OF COURT
PARISH OF ST. JOHN
THE BAPTIST, L.A.

CONTRACT

Be it known, that on this **28th day of February 2011**, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **Compass Ventures Unlimited, LLC; 1905 Van Arpel Drive, LaPlace, LA 70068** (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform the drainage excavation work for the Parish, as stated in **Exhibit A: Statement of Work**.

Payment Terms

See Unit Prices in Bid Specifications. This will include all expenses (including travel) incurred relative to performing the services described in the attached Exhibit B: Budget and Public Works Bid Form.

Certified itemized invoices to the Parish for the payment of these services shall be submitted to the Accounts Payable Department by the 10th day of each month. All invoices will be processed and payment submitted within 30 (thirty) days after submission of the invoice.

All payments must be approved by **the Parish Engineer and the Parish's Director of Public Works**.

Monitoring Plan

The Contract shall be monitored by **the Parish Engineer** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, 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.

Termination Clause

The Parish may terminate the 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, maps, diagrams, 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.

Insurance

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C, Insurance Requirements.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his 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 the Parish.

Auditors

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

Term of Contract

This contract shall begin on **February 28, 2011** and shall terminate on **December 31, 2011**.

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 cause 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.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, consultant 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. Consultant 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 of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, 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 22nd day of March, 2011.

WITNESS:

[Handwritten Signature]

ST. JOHN THE BAPTIST PARISH:

By: Natalie Robitton

Title: Parish President

WITNESS:

[Handwritten Signature]

CONTRACTOR:

By: Alex Mills IV

Title: OWNER

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. John the Baptist Parish
1801 West Airline Hwy.
Laplace, Louisiana 70068
(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
Drainage Excavation of Parish
Ditches, 2011 Annual Contract
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

**Bid Proposal
Typical 48 Hour Project
(Drainage Excavation of Parish Ditches)**

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
I. Project Supervisor	10	HR	\$ 25. ⁰⁰	250 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
II. Laborer #1	36	HR	\$ 22. ⁰⁰	792 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
III. Laborer #2	36	HR	\$ 22 ⁰⁰	792 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IV. Backhoe-Rubber Tire with Operator	30	HR	\$ 55. ⁰⁰	1650 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
V. Backhoe-Track with Operator	16	HR	\$ 105. ⁰⁰	1680 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VII. Dozer-Small with Operator	20	HR	\$ 55 ⁰⁰	1,100 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
VIII. Dozer-Mid Size with Operator	10	HR	\$ 60 ⁰⁰	600 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IX. Bobcat with Operator	12	HR	\$ 70 ⁰⁰	840 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
X. 14 CY Dump Truck with Driver	10	HR	\$ 50 ⁰⁰	500 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
XI. 24 CY Dump Truck with Driver	10	HR	\$ 45 ⁰⁰	450 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
XII. Concrete Former and Finisher	10	HR	\$ 20 ⁰⁰	200 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
XIII. Asphalt Finisher	10		\$ 18 ⁰⁰	180 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
XIV. Carpenter #1	30	HR	\$ 18 ⁵⁰	555 ⁰⁰

DESCRIPTION		<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
XV. Carpenter's Helper	30	HR	\$ 9.25	277.50	

Total Bid Price \$ 9,866.⁵⁰

Nine - thousand - eight hundred - sixty - six - ⁵⁰/₁₀₀ Dollars
(WRITE OUT)

The Work will not begin until after the contract is executed. The Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order from the Owner and shall fully complete all work hereunder within the _____ days of the Notice to Proceed. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that is made in pursuance of, and subject to all the terms and conditions of the Notice and Instruction to Bidders, the Construction Contracts, the Detailed Specifications, and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within ten (10) calendar days from the date when a written notice is mailed to said bidder at the address herein given, stating that the contracts have been awarded him and are ready for his signature.

SIGNED: Alex Mills IV
Alex Mills IV - Owner
 BY: Compass Ventures Unlimited, LLC
1905 Van Arpel Dr. LaPlace, LA 70068
 (Address)
 DATE: 12-14-10

NAME OF BIDDER: Compass Ventures Unlimited, LLC
 ADDRESS OF BIDDER: 1905 Van Arpel Dr.
LaPlace, LA 70068
 LOUISIANA CONTRACTOR'S LICENSE NUMBER: 53873
 NAME OF AUTHORIZED SIGNATORY OF BIDDER: Alex Mills IV
 TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Owner
 SIGNATURE OF AUTHORIZED SIGNATORY BIDDER**: Alex Mills IV
 DATE: 12-14-10

Exhibit A
Statement of Work

Contractor hereby agrees to furnish the following services:

1. Excavate Parish ditches with a mechanical excavator to remove sediment soil material.
2. Remove and replace culverts, supplied by the Parish, as needed.
3. Cut, remove and replace paved driveways as required to complete the ditch excavation.

The proposed excavation shall not include major capital drainage improvement/bond funded projects. Work will be assigned by the Parish Administration. All maintenance work shall include incidental material cost in which the Contractor shall submit a material purchase invoice from a suitable vendor.

Exhibit B
Budget

See attached Louisiana Uniform Public Work Bid Form.

Exhibit C
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) Employers 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 checked out 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.
- 5) **When amphibious equipment is being utilized the following is also needed:**
 - a. USL&H Coverage
 - b. Maritime Endorsement
 - c. Protection & Indemnity Coverage

- B) **Commercial General Liability**, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor) 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments
- 6) **When amphibious equipment is being utilized the following is also needed:**
 - a. Dredging Code NOC

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 checked out 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

RONNIE SMITH - Chairman CHERYL MILLET - Vice Chair

1801 WEST AIRLINE HIGHWAY
LAPLACE, LOUISIANA 70068
Office 985-652-1702
Fax 985-652-1700

February 28th, 2011

Division A
Raydel Morris
P.O. Box 1902
LaPlace, LA 70069
504-307-2612

Division B
Steve Lee
38 Muirfield Drive
LaPlace, LA 70068
985-652-9894

District I
Haston "Lipper" Lewis
117 Lewis Court
Edgard, LA 70049
985-497-3406

District II
Danny Millet
296 Annex Drive
Reserve, LA 70084
985-536-8001

District III
Charles Julien
P.O. Box 2489
Reserve, LA 70084
985-479-2072

District IV
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
985-652-1702

District V
Darnel C. Usry
500 Palm Street
LaPlace, LA 70068
985-653-8855

District VI
Ronnie Smith
2609 English Colony
LaPlace, LA 70068
985-359-1935

District VII
Cheryl Millet
1925 Ridgefield Drive
LaPlace, LA 70068
985-651-9034

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

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, February 22nd, 2011.

"Councilman Julien moved and Councilman Smith seconded the motion to award the drainage excavations of Parish ditches – 2011 Annual Contract – to the lowest responsive bidder Compass Ventures of LaPlace. The motion passed with Councilwomen Hotard, Usry and Cheryl Millet absent."

CERTIFICATION

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 22nd day of February, 2011.

February 28th, 2011,


Jackie Landeche
Council Secretary

St. John the Baptist Parish Council