



ST. JOHN

THE BAPTIST PARISH

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

**CONTRAT FOR DISASTER RESTORATION AND RECOVERY SERVICES
BETWEEN ST. JOHN THE BAPTIST PARISH
AND
EMERGENCY RESTORATION INC.**

This Contract is made and entered into on this **28th day of July, 2017** between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Natalie Robottom, Parish President, and **Emergency Restoration Inc., P.O. Box 10889, New Orleans, LA 70123, (504) 736-0472**, represented by Michael Orlando, Chairman (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 Disaster Restoration Services for select Parish buildings, as stated in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to provide compensation to the Contractor in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments must be approved by the **Director of Public Works** and the **Chief Financial Officer**, and all deliverables, etc. shall be submitted to the Director of Public Works and all approval and administration of Contract shall be through the Director of Public Works

INSURANCE

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

MONITORING PLAN

This Contract shall be administered and monitored by the **Director of Public Works** and the **Chief Financial Officer** 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.

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 OF CAUSE

Parish may terminate this Contract for cause based upon the failure of the Contractor to fully comply with the terms and/or conditions of this Contract by written notification specifying the Contractor's failure. This termination is rendered after Contractor has been given thirty (30) calendar days to remedy the non-compliance.

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.

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 Contractor 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

This Contract shall begin on the date referenced on the first page of this document and shall be for a term of three (3) years. The Parish may extend the term of this contract for one (1) year by written notice to the Contractor within thirty (30) calendar days of its termination date.

INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Parish and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a 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 by United States mail at the addresses set forth below as the parties may substitute by written notice, by giving at least seven (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	Emergency Restoration Inc. P.O. Box 10889 New Orleans, LA 70123

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.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Contractor must certify that neither he, nor anyone acting on behalf of Contractor, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Contractor. Contractor further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person

regularly employed by Contractor in the regular course of their employment duties for Contractor. Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America

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, 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 Contract as of this 28th day of July 2017.

WITNESS:



PARISH:

ST. JOHN THE BAPTIST PARISH

By: 
Natalie Robottom
Parish President

WITNESS:



CONTRACTOR

Emergency Restoration Inc.

By: 
Michael Orlando
Chairman

Exhibit A
Statement of Work

Requirements and Specifications

The scope of services to be provided by the Contractor includes, but is not necessarily limited to the following:

1. Mobilize all necessary resources, including vehicles preloaded with safety, cleaning, drying equipment;
2. Address all safety issues with the facility manager and staff regarding hazardous and unstable areas;
3. Conduct an assessment of water/moisture and mold/bacteria-impacted building materials, develop the appropriate scope of work for remediation, restoring and monitoring the performance;
4. Document and photograph all damaged materials and equipment affected and refer to industry standard pricing guides such as "The Blue Book" in order to determine the proper value of lost and their service;
5. Assess and document any interior and external environmental/hazardous concerns;
6. Manage customized remediation protocols in different levels of water and mold contamination conditions;
7. Restore damaged property to pre-loss conditions after sustaining any level of damage;
8. Dry the structure, sanitize any affected or cross contaminated areas, and deodorize all affected areas and materials;
9. After labor is completed, water damage equipment including, but not limited to, air movers, air scrubbers, dehumidifiers, and sub floor drying equipment is left in the building. After a period of two (2) to three (3) days of completing the labor, a reevaluation of the building will be conducted to monitor the drying process and any equipment not further needed is to be removed as to keep the charges under control.

MONITORING

The damaged structure must be monitored starting with the initial assessment and evaluation, and continuing throughout the restoration process. Monitoring procedures may include, but are not limited to the following:

- Moisture reading
- Work progress
- Checking equipment operation

INSPECTION

Following the removal of all damaged elements, a detailed inspection must be conducted that considers the extent of water, fire etc. migration, the types and quantities of affected materials and the degree of apparent damage. Professional testing equipment must be used to formulate a plan to dry and restore, or replace both structural materials and contents. A comprehensive inspection may include, but is not necessarily limited to, the following:

- Identifying and evaluating health & safety hazards;
- Determining the source of damages;
- Determining the need to protect floor covering materials and contents;
- Determining the job scope;
- Evaluating inventories and/or contents items
- Evaluating the HVAC system if affected;
- Assess other structural materials (walls, ceilings, etc.)
- Documenting pre-existing conditions not related to the current loss (wear/tear, delamination etc.)
- Establishing drying goals

STRUCTURAL MATERIALS

Throughout the restoration process, it is highly recommended that effort is directed toward anticipating secondary damage and attending to other structural components that may require drying, or demolition and replacement. This is especially important if water remains in contact with building materials longer than 24 hours. These components may include, but are not necessarily limited to the following:

- Ceiling
- Walls
- Built-in furnishing and fixtures
- Insulation
- Structural wood

OCCUPANT EVALUATION

Determine if the building or areas within are safe to enter to continue parish operations, and, if not estimate the duration of the time. Factors used to make this determination may include but not limited to the following:

- Identify the type of contamination;
- Obvious indications of high levels of microbiological, mold or chemical contamination;

FEMA Public Assistance Coordination (Federal Declaration Only)

The Contractor will provide experience personnel and resources to complete the following activities:

1. Correspondence- Prepare correspondence to the Governor's Office of Homeland Service Emergency Preparedness (GOHSEP) and the Federal Emergency Management Agency (FEMA) on behalf of the Parish as necessary;
2. Inspection/Damage Assessment- Inspect disaster related damages to eligible facilities, identify eligible emergency and permanent work (Category A-G);
3. Financial Tracking- Record, track and file costs on approved forms in support of the financial reimbursement process. Maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on the appropriate forms;
4. Project Worksheet- Assistance preparing the Project Worksheet for Categories A-G ensuring that the scope of work is accurate and comprehensive, and expenses are well documented;

5. Ensure the Parish meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc..;

The Contractor shall furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work at the designated locations as per the "Scope of Work" as there are no storage space available for use.

The Contractor's employees must wear an identifying company name or logo imprinted items such as hat, vest, jacket, shirt, badge, etc., while on duty. Every employee must be in uniform while on Parish government property during work hours.

To ensure the safety of government employees and property to be cleaned, the proposed Contractor's employees shall submit to a seven (7) year, statewide criminal background check, as arranged by and at the cost of the employer. Results of these background checks shall be submitted to the Parish no later than thirty (30) days from the date of execution.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

PAST PERFORMANCE

1. Capacity to manage client requests
2. Coordination and cooperation with clients and others
3. Ability to meet deadlines and budgets

WORK COMPLETION

The work shall begin within five (5) days after a local, state, or federal declared emergency and upon notification by the Emergency Preparedness Director for St. John the Baptist Parish. The proposed company will begin work without unreasonable delay and without suspension of work unless authorized in writing by the parish. Unless adversely affected by the previous statement, the performance period shall run five (5) days after a declared emergency through work completion as approved by the parish president. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology.

**EXHIBIT B
Pricing Schedule**

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the Request for Proposals Documents at the rates hereinafter set forth:

Base Proposal

The Respondent shall list the entire costs associated with performing the services required on the Proposal Form. Respondents must provide firm, fixed, not to exceed pricing. The Respondent/Contractor shall thoroughly fill out the form or will be deemed "unresponsive." It shall be the sole responsibility of the Respondent/Contractor(s) to review all components of this proposal, visit the sites of the work, and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed contractor, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Disaster Restoration and Recovery Service
RFP Number: RFP-2017-04

Including Addenda (if any), Michael Orlando the undersigned, carefully reviewed the specifications and expected performance, including furnishing any and all services, labor, materials, and equipment and to complete said work for the following cost:

Labor Rates for Disaster Restoration and Recovery

Item	Description	Unit	Rate
1	Project Director	Hourly	\$ 98.50
2	Project Manager	Hourly	\$ 95.00
3	Project Coordinator	Hourly	\$ 110.00
4	Assistant Project Manager	Hourly	\$ 65.00
5	Health & Safety Manager	Hourly	\$ 70.00
6	Restoration Supervisor	Hourly	\$ 75.00
7	Project Auditor	Hourly	\$ 45.00
8	Clerical Support	Hourly	\$ 42.00
9	Emergency Responder	Hourly	\$ 65.00

10	Skilled Labor	Hourly	\$ 45. ⁰⁰
11	General Labor	Hourly	\$ 32. ⁰⁰
12	Equipment Technician	Hourly	\$ 75. ⁰⁰
13	Environmental Consultant	Hourly	\$ 90. ⁰⁰

**Equipment Rates for Disaster Restoration and Recovery
(Drying & Air Filtration Equipment (or equivalent))**

Item	Description	Unit	Rate
1	Dehumidifier	Daily	\$ 90. ⁰⁰
2	Dehumidifier (Industrial)	Daily	\$ 125. ⁰⁰
3	Fan- Turbo Dryer	Daily	\$ 26. ⁰⁰
4	Fan—Injeti—Dry	Daily	\$ 30. ⁰⁰
5	Air Scrubber	Daily	\$ 98. ⁰⁰
6	Scrubbers	Daily	\$ 98. ⁰⁰
7	Desiccant dehumidifies	Daily	\$ 825. ⁰⁰
8	Carpet Extractor	Daily	\$ 125. ⁰⁰

Dehumidifiers & and other equipment must be equipped to cover 1,100 to 48,000 square feet of building space.

Miscellaneous Equipment

Item	Description	Unit	Rate
1	Move out fees	Hourly	\$ 32. ⁰⁰
2	Buffer- Floor	Hourly	\$ 40. ⁰⁰
3	Carpet/Upholstery- Portable	Daily	\$ 125. ⁰⁰
4	Carpet/Upholstery-Truck Mount System	Daily	\$ 350. ⁰⁰
5	Extraction Unit Portable	Daily	\$ 125. ⁰⁰
6	Extraction Unit-Truck Mount	Daily	\$ 350. ⁰⁰

7	Dolly (Any size)	Daily	\$
Item	Description	Unit	Rate
8	Fogger (Thermal/ULV Mister)	Daily	\$ 50. ⁰⁰
9	Washer- High Pressure	Daily	\$ 65. ⁰⁰
10	Pallet Jack	Daily	\$ 30. ⁰⁰

Miscellaneous Equipment/Material (not mentioned above)

Item	Description	Unit	Rate
	secondary and/or non listed resources to be invoiced at cost + 20%		

IF OTHER RATES ARE APPLICABLE, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

ALTERNATE AWARD EVALUATION: The Parish reserves the right to award the RFP in total, by groups of items, by individual items or any combination of these in which the Parish deems to be in its best interest.

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

CONSULTANT 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 contract.

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 shall be included 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 contract
- 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 shall be included on the 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 CONSULTANT.

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 shall be included on the certificate.

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Contractors, Architects, Land Surveyors, Attorneys, and IT Consultants.

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

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the CONSULTANT 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

July 26th, 2017

Division A

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

Division B

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

District I

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

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III

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

District IV

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

District V

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District VI

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1936 Cambridge Drive
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Cell 985-379-6061

District VII

Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282

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, July 25th, 2017.

“Councilman Becnel moved and Councilman Perrilloux seconded the motion to grant administration authorization to award the Disaster Restoration and Recovery contract to Emergency Restoration, Inc. (ERI) predicated on review and approval from legal counsel. The motion passed with 7 yeas and 2 against (Madere and Sorapuru).”

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 25th day of July, 2017.

July 26th, 2017

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council