ST. JOHN
THE BAPTIST PARISH

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

CONTRACT FOR
GRASS CUTTING SERVICES

CONTRACT

Be it known, that on this 10th day of February, 2015 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **JP'S LAWN CARE AND MAINTENANCE LLC** (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 grass cutting and related services at certain parish facilities or properties, as stated in **Exhibit A: Statement of Work.**

Payment Terms
In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Fee Schedule.

All payments must be approved by the **Purchasing Director.**

Monitoring Plan
This contract shall be monitored by the **Public Works Director.** 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. .

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** 10**, 2015** and shall terminate on **June 30, 2017**. The Parish may extend the term of this contract for one year by written notice to the Contractor within thirty (30) days of its termination date.

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 reason(s), 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, Contractor certifies 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 further certifies 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.

E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must complete the E-Verify Affidavit, stating affirmatively 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 verifies 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, 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** 19 **day of February, 2015.**

WITNESS :

_____

PARISH:
ST. JOHN THE BAPTIST PARISH

By: _____
Natalie Robottom

Title: Parish President

WITNESS :

_____

CONTRACTOR:
JP'S LAWN CARE AND MAINTENANCE LLC

By: _____
Jose Portillo

Title: President

Exhibit A
STATEMENT OF WORK

I. Contractor shall maintain grounds in accordance with customary industry standards, including trimming, and keeping both sides of fence lines free of growth. Contractor shall use any and all procedures required in the performance of grass cutting and grounds maintenance according to industry standards and/or required by any regulatory agency. The contractor shall be responsible for any damage done to the Parish's grounds, including any and all other property or any damage done to Parish employees, employees' property, or neighbors' property. The contractor shall repair any such damage done returning the grounds and/or property damaged to its pre damaged state. If the Parish judges that it is more expedient to have the damage repaired themselves, then the cost of such repairs will be deducted from any amounts due the contractor or collected from the contractor.

II. Contractor shall provide and maintain a day and time schedule of when he expects to complete each cut. The contractor shall be responsible for securing the facility during and after any period of time that services are being performed.

III. **Mowing Cycles:** Normal cutting cycles shall be thirty-six (36) times per year and as follows:
   a. Once a month in December and January (cut in the first week of each month or at the Parish's request. (two times)
   b. Twice a month in October, November, February, and March. (eight times)
   c. Once a week in April, May, June, July, August, and September. (twenty-six times) All cutting shall be done with finish cut equipment.

IV. **Mowing:** Contractor shall mow all areas using "finish cut" equipment. Grass clippings or debris caused by mowing shall be removed from adjacent walks, drives, gutter and curbs or surfaces on the same day as mowing. Mowing will not be permitted when weather conditions will result in damage to turf or lawn. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the grass area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.

V. **Grass Height:** Grass height shall be maintained to an average of one (1) to two (2) inches.

VI. **Trimming:** Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand power shears or rotary nylon, "fish line" cutting machines or by chemical control. Grass shall be trimmed at the same height as adjacent turf or lawn is mowed. Areas requiring trimming include, but are not limited to, fences, walls, poles, electrical boxes, tree rings, sprinklers, asphalt edges, plant beds and all other objects as required by designated Parish representative.

The base around all structures, trees, poles, signs, fences, shall be trimmed. Special care shall be given to trimming around small trees and shrub beds so as not to inflict damage to the bark of the trees and shrubs. Trees and plants damaged by trimming shall be replaced at the expense of the Contractor.

VII. Edging: Contractor shall mechanical edge by all sidewalks, drains, driveways, fence lines, flower beds, and the main/front entrance of all buildings. Walkways and driveways are to be swept or blown free of debris after every cutting. Edging shall be performed to result in neat vertical uniform lines and uniform depths.

VIII. Chemicals/Herbicides (if needed): All personnel involved in the handling and application of chemical herbicides or other regulated materials are to be properly trained, certified, and licensed by the governing authorities. All legally required State and Local certifications and licenses must be maintained as current during the entire contract term. Copies of the legally required certifications and licenses shall be provided to the Parish.

IX. Invoices: Contractor shall submit invoices to the Parish's Accounts Payable Department by the 10th day of each month. The invoices will be for any and all individual cuts, at the awarded per cut price, performed during the month. The Contractor shall attach a properly executed completion form for each cut to the invoices. The Parish will match completion forms to cuts invoiced and pay for only those cuts for which completion forms are submitted. Contractor will not be paid for partial cuts. Payment on invoices will be submitted within thirty (30) days after submission of the invoice.

X. Completion Forms: Contractor shall be responsible for obtaining the proper signatures on all completion forms. A list of authorized signers will be provided to Contractor prior to beginning work on the contract.

Location(s):

<u>LaPlace</u>

Belle Terre Exit 206 Entrance & Exit Ramps (I-10)
Belle Terre Blvd. Median, Airline Hwy. to I-10

Exhibit B
Fee Schedule

Contractor will perform the services required under this contract at the rates specified below:

LaPlace

Belle Terre Exit 206 Entrance & Exit Ramps (I-10)
Belle Terre Blvd. Median, Airline Hwy. to I-10

Total Contract: $800 x 36 cuts per year = $28,800.00

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:

- Employers' liability limits of $100,000/$500,000/$100,000
- Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B) Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

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

- $500,000 each occurrence limit
- $1,000,000 general aggregate limit other than products – completed operations
- $500,000 personal and advertising injury limit
- $500,000 products/completed operations aggregate limit
- $50,000 fire damage limit
- $5,000 medical expense limit (desirable but not mandatory)
- 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
- 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:

- $10,000/$20,000/$10,000
- 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

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

The Contractor must be properly licensed and certified by any and all regulatory agencies (State Department of Agriculture, Occupational License) requiring licensing certification with regard to this proposal including: Ground owner/operator license, Right of Way certification, Ornamental and Turf Certification, and Landscape Horticulture license. Evidence of all licensure(s) must be provided with the proposal.

Licenses and Taxes

A Ground Owner Operator License is required if applying any pesticide by ground.

A Right of Way certification is required if applying any pesticide at industrial sites, including but not limited to, water tower, waste water plant, and water plant sites.

An Ornamental and Turf certification is required if applying any pesticide at recreation and park sites.

A Landscape Horticulturist License is required for flower bed and landscape maintenance. If cutting, trimming, or pruning trees less than ten (10) feet tall and with branches less than two (2) inches in diameter, a Landscape Horticulturist License is needed.

Any chemical spraying may be sub-contracted to a person and/or company possessing the necessary pesticide licenses. Contractor may also choose an alternative approach to chemical spraying.

ST. JOHN THE BAPTIST PARISH COUNCIL

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February 11th, 2015

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 10th, 2015.

> ***"Councilman Perrilloux moved and Councilman Gauff seconded the motion to grant administration authorization to enter into contracts with the following: A) Cypress Land Contractors, LLC, B) JP's Lawn Care and Maintenance, C) Mighty Mowers Lawn Care and Landscaping, and D) RRJ, LLC for grass cutting services. The motion passed with 5 yeas, 3 against (Madere, Smith, Snyder) and 1 absent (Millet)."***

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 10th day of February, 2015.

February 11th, 2015,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council