



ST. JOHN

THE BAPTIST PARISH

ORIGINAL

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

CONTRACT FOR CHEMICAL CONTROL AND CANAL MAINTENANCE

Be it known, that effective this 12 day of November, 2014, St. John the Baptist Parish Council, (hereinafter sometimes referred to as "Parish") and ROUSSEL'S LAND-CARE SERVICES, INC. (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 **Canal Spraying Services**, as stated in **Exhibit A: Scope of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with the pricing schedule listed in **Exhibit B: Pricing Schedule**. Said pricing schedule not to exceed \$112,000.00 annually except as otherwise agreed to by Parish.

All payments must be approved by the **Chief Financial Officer** and the **Director of Purchasing and Procurement**.

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 FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, provided that Parish 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.

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 terminate three (3) year thereafter unless mutually extended by Parish and Contractor. The parish may extend the term of this contract for two additional one (1) year terms 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 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	<i>Roussel's Land-Care Services, Inc.</i> <i>c/o Derek Roussel</i> <i>1301 W. Airline Hwy.</i> <i>LaPlace, LA 70068</i>

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

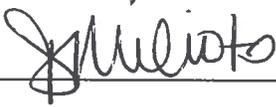
The Contractor agrees to abide by the requirements and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement at LaPlace, Louisiana, as of this 3rd day of December 2014.

WITNESS:



PARISH:
ST. JOHN THE BAPTIST PARISH

By: 

Natalie Robottom
Parish President

WITNESS:



CONTRACTOR:
ROUSSEL'S LAND-CARE SERVICES, Inc.

By: 

Derek Roussel
Authorized Representative

Exhibit A **Statement of Work**

SERVICES

Company agrees to furnish all labor, materials, equipment and qualified supervision to control weeds and undesirable vegetation on drainage canal bottoms of designated canals. Such weed control will be carried out with such materials and such manner so as to encourage a solid Bermuda grass stand on such designated canals. The Company will supply enough manpower to complete each spraying within fifteen (15) calendar days with inclement weather days excluded.

Spraying will begin promptly within three (3) working days following assignment by the Department of Public Works—weather permitting. Company shall be responsible for daily verbal communication with the Department of Public Works to advise where work is performed on those days on which spraying operations are being carried out. Weekly written work reports of spraying performed during the previous week will be submitted by company to the Department of Public Works. These works reports will include the names of canals sprayed, square feet (or acres) covered, names and quantity of herbicide used and gallons of spray mixed used. These reports shall be submitted promptly each Friday by fax to the Public Works Department. The Company will supply enough manpower to complete each spraying within thirty (30) calendar days. After completion of spraying on any areas, and after the required waiting period for its effectiveness to be determined, any areas that indicate poor control or show no effect of the previous spraying shall be retreated within five (5) working days of receipt of notification by telephone contact followed by written notification by the department at no additional cost to the parish. Spot treatments with a contact herbicide shall be performed as needed.

MATERIALS AND EQUIPMENT

Materials used by company shall be a combination of herbicides effective in the control of broadleaf weeds, brush selected grasses and floating and rooted aquatic vegetation in the assigned canals whereby a Bermuda release may be achieved on the slopes and right-of-way and weed free water and bottoms. All chemicals used shall conform to Local, State and Federal regulations. Company shall maintain properly equipped spray trucks and spray equipment necessary to accomplish the work required. Company shall also have available for use an appropriate equipped boat or other equipment for spraying sections of assigned canals not accessible to ground operated equipment. Company will maintain properly equipped spray trucks and spray equipment in accordance with Louisiana Department of Agriculture and Forestry, necessary to accomplish the work required.

GUARANTEE

Contractor guarantees that the spraying performed pursuant to this agreement will achieve a weed free Bermuda grass stand on the assigned area and will eliminate Johnson grass, Broadleaf Weeds, Brush, and Aquatic Vegetation. The assigned area(s) will be sprayed as many times required during the term of the Agreement to obtain satisfactory results. A minimum of four (4) sprays per year are required unless otherwise notified by the Department of Public Works for additional spraying. Each spraying will be completed within thirty (30) calendar days.

Exhibit B
PRICING SCHEDULE

Contractor agrees to perform the specific work reflected in Exhibit A(Scope) for an annual sum not to exceed \$112,000.00 for up to four (4) rounds of spraying.

Sites include:

LAPLACE: LaPlace Plantation Canal, Ridgefield Canal, Golfview Canal, Melrose Canal, Estates Canal, Vicknair Canal, Lasseigne Canal, River Forest Canal, Woodland Canal, Montz Canal, McReine Canal, I-10 Canal, Belle Terre Fire Station Canal, Terre Lakes Extensions

RESERVE: Homewood Canal, Trosclair Canal, Hotard Canal, Northwest 3rd Canal, Godchaux Canal(61 to ICRR), Riverside Canal, Goshen Canal, Acosta(NW 2nd), Belle Point West Canal, Guillot Canal

GARYVILLE: Star Terrace, Levet Canal, Bourgeois Canal, Big Hope Canal Bardell Canal, Stebbins Canal, Sugar Mill Canal, Dupont Canal, Timbermill Canal, Timbermill Outfall

WESTBANK: W 4TH, W 6TH, E 5TH(River Road to UPRR), Company Canal (River Road to UPRR-August Lane East then North to 13th St. at two locations)

EDGARD: White Rose Canal, Castle Dr. Canal

AIRPORT DRAINAGE SYSTEM:

Retention Pond, Godchaux Canal, SE Retention Canal, Airport Road Canal, NE Retention Canal, Inlet Canals Retention, Mileville Canal, Dufresne Canal, Dutch Bayou Canal, Mississippi Bayou Canal, Terre Haute Canal, Marathon Canal, East Frisco Canal

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) 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.**

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 Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

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

\$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED

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.