

**LAFOURCHE PARISH COUNCIL
FEBRUARY 9, 2010
UNANIMOUS AGENDA**

A. RESOLUTIONS:

1. RESOLUTION to **hire Frank Morris of Tri-State Consultants**, a construction and code consulting company, **to represent Lafourche Parish as Chief Building Official** and authorizing the Parish President to sign, execute and administer an agreement and any and all relevant documents. (J. FERTITTA FOR ADMINISTRATION)

2. RESOLUTION **accepting the proposal of Philip Reclamation Services, Houston, Inc. for contractor services relative to the Household Hazardous Material Collection Project** authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents and amendments. (L. TOUPS FOR ADMINISTRATION)

3. RESOLUTION **approving the purchase of culverts and bands for Laurel Valley Project from Allemand's Culverts, LLC in the amount of \$15,672.50** and authorizing the Parish President to sign, execute and administer any and all relevant documents. (M. DELATTE FOR ADMINISTRATION)

ITEM 1

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION TO HIRE FRANK MORRIS OF TRI-STATE CONSULTANTS, A CONSTRUCTION AND CODE CONSULTING COMPANY, TO REPRESENT LAFOURCHE PARISH AS CHIEF BUILDING OFFICIAL AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER AN AGREEMENT ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, said consultant will represent the Parish as the Chief Building Official; and

WHEREAS, this contract is for a period of six months; and

WHEREAS, the fee associated with said services is not to exceed \$17,300 per month; and

WHEREAS, this resolution was sponsored for Administration by Mr. Joe Fertitta, Councilman, District 4; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves the hiring of Frank Morris of Tri-State Consultants, a Construction and Code Consulting Company, to represent Lafourche Parish as Chief Building Official and authorizing the Parish President to sign, execute, and administer an agreement and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on February 9, 2010, and does hereby approve the hiring of Frank Morris of Tri-State Consultants, a Construction and Code Consulting Company, to represent Lafourche Parish as Chief Building Official and authorizing the Parish President to sign, execute, and administer an agreement and any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to; Tri-State Consultants, Attn: Frank Morris (1507 Hickory Dr., Minden, LA 71055); Lafourche Parish Government Department of Finance, and the office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ITEM 1

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 1

AGREEMENT FOR
Tri-State Consultants, a Louisiana corporation authorized to do and BUILDING CODE
CONSULING SERVICES
BETWEEN THE
LAFOURCHE PARISH GOVERNMENT
AND
FRANK C. MORRIS, dba TRI-STATE CONSULTANTS

THIS AGREEMENT made and entered into this 18th day of February, 2010, by and between Lafourche Parish Government, acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the work is being performed, (hereinafter referred to as "PARISH"), represented herein by its Parish President, Charlotte A. Randolph, duly authorized to act; and Frank C. Morris, an individual sole proprietorship Tri State Consultants, a Louisiana corporation authorized to do and doing business in the State of Louisiana, (hereinafter referred to as "CONSULTANT"), ~~represented herein by Frank C. Morris, its President.~~

WHEREAS, the Lafourche Parish Permit office is in need of a Chief Building Official in order to complete its day to day responsibilities;

NOW THEREFORE, CONSULTANT AND PARISH, for and in consideration of the covenants and compensation provided herein, and for the other good and valuable considerations acknowledged by the parties do agree as follows:

SCOPE

It is the intent of the agreement that CONSULTANT will provide services to represent the Lafourche Parish Permitting Department as its Chief Certified Building Official. The services shall include, but are not be limited to the following:

- Represent the permitting department as the Chief Building Official until someone is hired, trained, and certified as a Certified Building Official;
- Review and monitor all existing departments to see which departments will have a relationship with the Permit Department;
- Review the duties of each person that is involved in the permitting process at this time. Determine any concerns or ideas they may have about the permitting process;
- Review the current prices of permitting and determine if they are adequate for the amount of work done by the Parish;
- Review current budget versus future budgets;
- Design a flow chart of the current permitting process and recommended revised permitting process
- Meet with homebuilder and contractor organizations about their concerns and wants;
- Meet with third party providers about their concerns and wants and discuss some of the ideas we may be proposing in order to obtain feedback;

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- Ensure that Parish shall be in compliance with the Louisiana State Building Codes of Parishes and Municipalities R.S. 33:4771, et seq. and the Uniform Construction Code R.S. 40:1730.21 et seq.;
- Update local ordinances as needed;
- Meet with utility companies about any concerns and/or wants they may have, and express the importance to them of working together with us.
- Put together all findings and recommendations and present package to the Parish President for approval;
- Adjust recommendations if necessary after meeting with the Parish President and prepare to implement the permitting process;
- Discuss with employees about any changes to current process and how the permitting process will be adjusted to better assist the customers. The ultimate goal is to have a “One Stop Shop” for all customers and to minimize the permitting process;
- Share new plans with builders, contractors, third party providers, material suppliers, designers, bankers, insurance agents and the public in general to the permitting process;
- Assist grant writer in applying for grants, if any are available;
- Train all existing employees on the entire permitting process and their role in the process;
- Aid employees in obtaining certifications that are required by law and assist others in obtaining certifications;
- Assist the Human Resource Department in the hiring process of a Building Official/Certified Building Official;
- Implement a new permitting process and monitor process. Adjust as needed for the smoothest process;
- Review all plans from third party providers and approve for permitting;
- Provide random inspections with third party providers to insure projects are being properly inspected and to build our confidence in third party providers;
- Review all plans submitted for customers that will not be using a third party provider;
- Provide all inspections for customers that will not be using a third party provider;
- Provide final approvals on all projects and issue certificate of occupancies;
- Monitor budget for permit department (income and expenses). Keep Parish President advised of the current status of the budget on a regular basis;
- Attend Council Meetings to represent the Permitting Department;

NON-EXCLUSIVE

Nothing contained herein shall be construed to convey to CONSULTANT an exclusive right to provide any and all contract services in relation to the Lafourche Parish Permitting Department. The Parish reserves the right to contract or accept the in-kind services of additional consultants/contractors and environmental non-profits. It is the intent of the PARISH to designate a primary or preferred CONSULTANT, so as to best prepare for a given situation. However, the PARISH reserves the right to utilize its own personnel and/or to employ services of a different or one or more additional consultants/contractors when, in its sole judgment, this action best serves the community.

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SUPERVISION BY CONSULTANT

The CONSULTANT will supervise and direct all services involved in the permitting process. The CONSULTANT is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONSULTANT will be in constant contact with the Parish to insure that the permitting department operates at full capacity, optimum customer service, that staff is trained and certified in all aspects of permitting, and that there is no interruption in the Parish permitting process. The CONSULTANT will work from various locations but will always be available to office staff and administration during the term of this agreement. ~~The CONSULTANT will employ and maintain on the work site an adequate staff of qualified and experienced supervisor(s), at least one who shall have full authority to act of behalf of the CONSULTANT. All communications given to the CONSULTANT'S designated representative by the PARISH'S designated representative(s) shall be binding as if given to the CONSULTANT.~~

CHANGES IN SERVICES

The PARISH may at any time, as the need arises, order changes within the scope of services without invalidating this agreement. The PARISH and CONSULTANT shall authorize all changes affecting the costs or modifications of the terms and conditions of this agreement by means of an amendment to the contract that is mutually agreed upon and signed.

TERM OF AGREEMENT

The term of this agreement shall commence upon the day first written above and shall continue thereafter for a period of six (6) months.

TERMINATION

A. If the CONSULTANT should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled employees or proper materials, or persistently disregards laws, ordinances, or the instructions of the PARISH, or otherwise be in substantial violation of any provision of the contract, then the PARISH, may, without prejudice to any other right or remedy and after complying with paragraph C below, terminate the services of the CONSULTANT and take possession of any work-product and finish the work by whatever method deemed expedient and Parish would be held harmless for part of uncompleted services.

B. Failure of the CONSULTANT to start the work within the time limit specified herein or substantial evidence that the progress being made by the CONSULTANT is insufficient to discharge work at an acceptable pace shall be grounds for termination of the contract by the PARISH.

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C. Before the contract is terminated, the CONSULTANT and his surety will first be notified in writing by the PARISH of the conditions, which make termination of the contract imminent. Forty-eight (48) hours after such notice is given, if a satisfactory effort has not been made by the CONSULTANT or his surety to correct the conditions, the PARISH may declare the contract terminated and notify the CONSULTANT and his surety accordingly.

D. Upon receipt of notice from the PARISH that the contract has been terminated; the CONSULTANT shall immediately discontinue all operations. The PARISH may then proceed with the work in any lawful manner that it may elect until the work is finally completed.

INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, save and hold harmless the Lafourche Parish Government, all parish departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "PARISH"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of CONSULTANT, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by PARISH as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of PARISH, and in the event of joint and concurrent negligence of both CONSULTANT and PARISH, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to PARISH under Louisiana law and without waiving any defenses of the parties hereto; and, CONSULTANT further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the PARISH.

Applicant shall furnish Government with certificates of insurance evidencing the coverage and conditions required by this agreement, and such certificates shall comply with Lafourche Parish Governments Insurance Requirements as shown below. Commencement of project/work without the required certificates of insurance, or without compliance with any other provision of this agreement, shall not constitute a waiver by Government of any rights to this agreement.

LAFOURCHE PARISH GOVERNMENT INSURANCE REQUIREMENTS

I. GENERAL REQUIRMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

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- A. To provide to Lafourche Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.
- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Lafourche Parish Government as additional insured.
- C. For liabilities and indemnities assumed by Lafourche Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Lafourche Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Lafourche Parish Government shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's Insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. Lafourche Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by Lafourche Parish Government. Prior to entering into this agreement, and at the option of the Lafourche Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A: VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- A. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Lafourche Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
- B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.

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C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:

- Premises and Operations coverage;
- Contractual Liability covering liabilities assumed under this Agreement;
- Products and Completed Operations Coverage;
- Action Over Indemnity Buyback/
- Underground resources liability endorsement (when applicable);
- Broad form property damage;
- Pollution liability coverage.

D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$1,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft. Company will be restricted from flying over populated area.

E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.

F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Lafourche Parish Government.

G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Lafourche Parish Government.

H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

SUBCONTRACTING

The CONSULTANT shall be fully responsible to PARISH for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the CONSULTANT is for the acts and omissions of persons employed by it. The CONSULTANT shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONSULTANT the same powers regarding terminating any subcontract that the PARISH may exercise over the CONSULTANT under any provisions of this agreement. Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the PARISH. As requested by the PARISH, the CONSULTANT shall supply or update the names and addresses of subcontractors and materials suppliers and provide same to the PARISH on a biweekly basis. Subcontractor shall meet all Lafourche Parish Government Insurance Requirements and it is the responsibility of the consultant to make sure the subcontractor provides the Parish with the insurance required.

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The CONSULTANT shall not use a subcontractor whom the PARISH has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the PARISH.

INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that the CONSULTANT is entering into this agreement in the capacity of an independent Contractor and that nothing contained in the agreement is intended to be construed as creating any other relationship between PARISH and CONSULTANT. The parties hereto acknowledge and agree that PARISH shall not:

- A. Withhold federal or state income taxes;
- B. Withhold federal social security tax (FICA);
- C. Pay federal or state unemployment taxes for the account of the CONSULTANT; or
- D. Pay workman's compensation premiums for coverage for CONSULTANT.

CONSULTANT agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. CONSULTANT agrees to indemnify and hold PARISH harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of CONSULTANT as independent Consultant. CONSULTANT further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

PAYMENTS TO CONSULTANT

The PARISH shall remit payment weekly to the CONSULTANT in the amount not to exceed \$17,300 per month.

OBLIGATIONS

The PARISH shall furnish office space including a computer, printer access, and small office supplies for the duration of the contract.

ASSIGNMENT

Neither the PARISH nor the CONSULTANT shall assign, sell, transfer or otherwise convey any interest in this agreement, including any monies due or to become due to the CONSULTANT under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this agreement.

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SEVERABILITY CLAUSE

Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the PARISH and CONSULTANT, who agree that the contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

JURISDICTION / VENUE

The laws of the State of Louisiana shall govern this agreement. Venue of this agreement shall be in the 17th Judicial District Court for the Parish of Lafourche, and by entering this contract, CONSULTANT expressly waives any objections to jurisdiction and venue, regardless of CONSULTANT'S residence or domicile.

Thus done and signed on this _____ day of _____, 2010, in the presence of the undersigned competent witnesses.

WITNESSES:

Signature

Printed Name

Charlotte A. Randolph
Lafourche Parish President

Signature

Printed Name

Thus done and signed on this _____ day of _____, 2010 in the presence of the undersigned competent witnesses.

WITNESSES:

Signature

Printed Name

Frank C. Morris
President, Tri-State Consultants

Signature

Printed Name

ITEM 2

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL OF PHILIP RECLAMATION SERVICES, HOUSTON, INC. FOR CONTRACTOR SERVICES RELATIVE TO THE HOUSEHOLD HAZARDOUS MATERIAL COLLECTION PROJECT AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS AND AMENDMENTS.

WHEREAS, it is necessary to utilize contractor services relative to the Household Hazardous Materials Collection Event including planning, supervision, staffing, collection and disposal of household hazardous materials; and

WHEREAS, Requests for Proposals RFP# HHW-2010-01 were received and evaluated for said contractor services in accordance with all policies and procedures; and

WHEREAS, three (3) proposals were received and evaluated for said contractor services as follows:

	Average Score of 100
1. Philip Reclamation Services, Houston, Inc.	92.67
2. Verde Environmental Services, LLC	77.67
3. Envirosolve	70.67

WHEREAS, this resolution was sponsored for Administration by Mr. Lindel Toups, Councilman, District 6; and

WHEREAS, it is recommended by the Administration that the Lafourche Parish Council accept the proposal of Philip Reclamation Services, Houston, Inc. for contractor services relative to the Household Hazardous Material Collection Project and authorizing the Parish President to sign, execute, and administer said contract and any and all relevant documents and amendments.



THEREFORE BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on February 9, 2010, and does hereby accept the proposal of Philip Reclamation Services, Houston, Inc. for contractor services relative to the Household Hazardous Material Collection Project and authorizing the Parish President to sign, execute, and administer said contracts and any and all relevant documents and amendments.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to; Philip Reclamation Services, Houston, Inc. (5151 San Felipe, Suite 1600, Houston, Texas 77056), The Lafourche Parish Government Department of Finance,

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Department of Solid Waste, Grants & Economic Development Office; and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL L. LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 2

MASTER SERVICE AGREEMENT

Project Name: Household Hazardous Material (HHM) Collection Event

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 by and between **LAFOURCHE PARISH GOVERNMENT** (hereinafter referred to as OWNER) with the current mailing address of P.O. Drawer 5548, Thibodaux, Louisiana and **PHILIP RECLAMATION SERVICES, HOUSTON, INC.** (hereinafter referred to as CONTRACTOR/VENDOR) with the current mailing address of 5151 San Felipe, Suite 1600, Houston, Texas 77056.

IN CONSIDERATION of the covenants and agreements herein contained, OWNER and CONTRACTOR/VENDOR hereby contract with each other as follows:

1. CONTRACTOR/VENDOR agrees that it will perform all work and provide all services, labor, equipment and materials more particularly set forth and identified in the contract documents for the following: **File No.: HHW-2010, Solicitation No.: HHW-2010-01.**
2. The work shall be performed in strict conformity with the contract documents and shall be provided and performed in a perfect and workmanlike manner free of any defects and/or deficiencies and free of all claims for liens.
 - A. **General Scope of Work: One day, single drop-off location, HHM Collection Event. Services to be rendered include planning, supervision, staffing, collection, and disposal of HHM. Reference LPC Resolution No. 09-294 and LDEQ CFMS Cooperative Agreement No. 680957, OCR Cooperative Agreement No. 850-000047, "Lafourche Parish Government – HHM Collection Event".**
3. The term of this Agreement shall commence from the date of the notice of award and extend for a period not to exceed December 31st, 2010. OWNER may exercise an option to extend the Agreement for an additional one (1) year periods, not to extend beyond the term of the current Parish President on date of signing.
4. OWNER shall pay CONTRACTOR/VENDOR for the performance of the work under this Agreement the following: At rates and unit prices set forth in CONTRACTOR/VENDOR'S official bid form, *proposal and/or quote*.
5. CONTRACTOR/VENDOR shall indemnify, defend and hold harmless OWNER against all liabilities for the illness, injury, or death of a person(s), or the loss or damage to the property, equipment, or materials belonging to person(s), who is (are) a member(s) of CONTRACTOR/VENDOR and for the illness, injury or death of person(s) or the loss or damage to the property, equipment or materials belonging to OWNER.

ITEM 2

6. This Agreement shall control and govern all activities of CONTRACTOR/VENDOR in connection with the work of employees and/or equipment of CONTRACTOR/VENDOR. This Agreement shall remain in effect until the term expires or Agreement is cancelled by either party giving the other party thirty (30) days written notice to that effect at the respective mailing addresses herein set forth. To protect OWNER against liability in connection with, or resulting from, the carrying out of this contract, CONTRACTOR/VENDOR shall obtain and maintain at all times during the life of this contract, at the expense of CONTRACTOR/VENDOR, with reliable insurance companies, commercial liability and contractual liability insurance with minimum limits as listed in "Exhibit A" attached hereto. Said insurance will be endorsed as primary to any other insurance available to CONTRACTOR/VENDOR, cover the contract indemnity undertaking of CONTRACTOR/VENDOR, name OWNER as additional insured, provide for waiver of subrogation against OWNER and provide for the giving of OWNER thirty (30) days written notice of cancellation. CONTRACTOR/VENDOR shall obtain and maintain at all times during the term of this Agreement at the expense of the CONTRACTOR/VENDOR, with reliable insurance companies, workers' compensation insurance with alternate employer endorsement in favor of OWNER, and waiver of subrogation in favor of OWNER. Should the work be on or near water, CONTRACTOR/VENDOR shall obtain and maintain at all time during the term of this Agreement, at the expense of the CONTRACTOR/VENDOR, U.S. Longshoremen & Harbor Workers' Act coverage, Outer Continental Shelf Act Endorsement, with alternate employer and waiver of subrogation in favor of OWNER, in the minimum limits as per "Exhibit A" attached hereto per accident covering the injury or death to any employee. Prior to the commencement of work/services to be conducted under this Agreement, CONTRACTOR shall furnish OWNER with certificates of insurance evidencing the coverages and conditions required by this agreement, and such certificates shall comply with "Exhibit A" of this Agreement. Commencement of work/services without the required certificates of insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by OWNER of any rights to this Agreement.
7. In the event it becomes necessary for OWNER to engage the services of an attorney at law to enforce this Agreement or protect the interest of the OWNER hereunder, CONTRACTOR/VENDOR shall pay reasonable attorney's fees.
8. The terms or conditions of this Agreement or of any of the Agreement or contract documents may not be added to, waived, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative OWNER and by an authorized representative of CONTRACTOR/VENDOR.
9. The failure of OWNER to enforce any of all of the terms or conditions of this Agreement or of any of the contract documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement or any of the contract documents.

ITEM 2

10. The contract documents which comprise the contract between OWNER and CONTRACTOR/VENDOR shall consist of the following documents, all of which are made a part of this Agreement as fully as if disclosed and written at length herein:

- A. THE CONTRACT
- B. THE OFFICIAL BID AND ASSOCIATED DOCUMENTS
- C. CONTRACTOR/VENDOR'S INSURANCE CERTIFICATE
- D. OWNER'S INSURANCE REQUIREMENTS
- E. NOTICE OF AWARD

WITNESSES:

Print name:

Print name:

OWNER

Lafourche Parish Government
By: CHARLOTTE A. RANDOLPH
Parish President

WITNESSES:

Print name:

Print name:

CONTRACTOR/VENDOR

By: _____
Its: _____

ITEM 3

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION APPROVING THE PURCHASE OF CULVERTS AND BANDS FOR LAUREL VALLEY PROJECT FROM ALLEMAND’S CULVERTS, LLC IN THE AMOUNT OF \$15,672.50 AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the purchase of nine hundred thirty feet (930’) 18” arched culverts, coated, 16 gauge; four (4) 18” coated bands; sixty eight feet (68’) 24” arched culverts, coated, 16 gauge; and one (1) 24” coated band is necessary for the Laurel Valley Project; and

WHEREAS, three quotes were received as follows:

Allemand’s Culverts, LLC	\$15,672.50
Alan Arcement	\$16,745.90
Quality Sitework Materials	\$17,688.41

WHEREAS, Allemand’s Culverts, LLC was the lowest quote in the amount of \$15,672.50; and

WHEREAS, this purchase is required for the culverts for Laurel Valley; and

WHEREAS, this resolution was sponsored for Administration by Mr. Mike Delatte, Councilman, District 2; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves said purchase of culverts and bands for Laurel Valley Project from Allemand’s Culverts, LLC for a total of fifteen thousand six hundred seventy-two dollars and fifty cents (\$15,672.50) and authorizes the Parish President to sign, execute, and administer any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on February 9, 2010 and does hereby approve the purchase of culverts and bands for Laurel Valley Project from Allemand’s Culverts, LLC for a total of fifteen thousand six hundred seventy-two dollars and fifty cents (\$15,672.50) and

ITEM 3

authorizes the Parish President to sign, execute, and administer any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to the Lafourche Parish Government Department of Public Works; Department of Finance, and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 3

ALLEMAND'S CULVERTS, LLC

224 Central Lafourche Drive

Raceland, LA 70394

Phone: 985-532-5808

Fax: 985-532-5808

Attention: Wendy ✓

Est: 1-29-10

Lafourche Parish Council

O 446-0335

F 448-2479

F 493-6600

930'	21X15	16-9 ACCMPA	930' @ 15.25'	14,182.50
4	18" coated bands		4 @ 18.00	72.00
68'	28X20'	16-9 ACCMPA	68' @ 20.50'	1,394.00
1	24" coated band		1 @ 24.00	<u>24.00</u>
				15,672.50

Thank you
Very Much
Manq. Allemand



ITEM 3

▶ Fax

TO: BROOK - LAFOURCHE PARISH REGION A BARN

Phone: 446-0335

Fax: 448-2479

FROM: ALAN ARCEMENT

Phone: 985-526-8973

Fax: 985-526-8403

Address: 108 Cody Lane, Thibodaux, Louisiana 70301

— PRICE QUOTE —

930' - 18" - 16GA Arched Coated culvert
@ \$16.40 ft. → \$15,252.00

4 - 18" Arched coat BANDS @ 16.40 ft. → 65.60

68' - 24" - 16GA Arched Coated culvert
@ \$20.70 ft. → \$1407.60

1 - 24" - Arched Coated BAND @ \$20.70 ft. → \$20.70

Total \$ 16,745.90



ITEM 3 QUOTATION

DATE	QUOTE #
1/25/2010	09-253

1432 Highway 311
Schriever, LA 70395

Ph: (985) 447-1414
Fax: (985) 447-1404

NAME / ADDRESS
Laurel Valley Road Project Lafourche Parish Government Attn: Mr. Gary Washington

TERMS	REP	BID DATE	PROJECT
Net 30	BCG	2/24/2010	

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL
18" ACCMPA	21" x 15" Asphalt Coated CMP, Arch 16 ga.	930		16.55	15,391.50T
18" Band	21" x 15" Asphalt Coated CMP, Arch 1' Wide Band	4		24.84	99.36T
24" ACCMPA	28" x 20" Asphalt Coated CMP, Arch 16 ga.	68		20.90	1,421.20T
24" Band	28" x 20" Asphalt Coated CMP, Arch 1' Wide Band	1		31.35	31.35T
CB	Pre Cast Catch Basin	1		745.00	745.00T
				0.00%	0.00

FOB Jobsite in truckload quantities; unloading by others.

TOTAL \$17,688.41

PRICES FIRM FOR 30 DAYS.

Bon Gardine