



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT made and entered into the ____ day of _____, 2016, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and COUVILLION GROUP, LLC., a Louisiana Corporation acting herein and through its President, hereinafter called the CONTRACTOR. Whereas the OWNER desires to employ the CONTRACTOR to perform the services described herein for Parish Project No. P160101 PRETTY BOY REMOVAL & DISPOSAL.

1. GENERAL

- a. The OWNER engages the CONTRACTOR to perform specific professional services identified and described in the Scope of work. CONTRACTOR services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONTRACTOR

- a. The services consist of the work defined in the following Scope of work.
- b. SCOPE OF WORK:
Provide removal and disposal services of the sunken vessel named "Pretty Boy" from Bayou Des Allemands per the attached "Scope of Work for Sunken Vessel Removal Operations Pretty Boy | Bayou Des Allemands."

3. PERIOD OF SERVICE

- a. The CONTRACTOR shall complete and produce all deliverables described in the Scope of work in Section 2B within sixty (60) calendar days of execution of this AGREEMENT.
- b. In the event that delays are experienced beyond the control of the CONTRACTOR, the schedule may be revised as mutually agreed upon by the OWNER and the CONTRACTOR.

4. CONTRACTOR'S COMPENSATION

- a. The method of payment for this AGREEMENT is LUMP SUM.
- b. Total compensation for the completion of the Scope of work described in Section 2B, shall be \$29,000.00 as stipulated on the attached letter bid titled Exhibit B.
- c. Such payment to be made to CONTRACTOR within thirty (30) days after receipt of CONTRACTOR'S invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONTRACTOR in carrying out the Scope of work by placing at his disposal all existing relevant data and records in its possession.
- b. CONTRACTOR shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONTRACTOR access to all public property as required in order to complete the Scope of work.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONTRACTOR shall discontinue advancing the services under this AGREEMENT.
- c. CONTRACTOR shall invoice an ascertainable sum proportionate to the lump sum fee amount described in Section 4B. The percentage of services completed shall be based upon the Scope of work set forth in Section 2B.
- d. In no event shall the fee exceed what is set forth in Section 4B of the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONTRACTOR hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of work under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONTRACTOR shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of work under this AGREEMENT as defined in the attached scope of work for sunken vessel removal operations Pretty Boy | Bayou Des Allemands.
- b. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- c. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- d. OWNER may examine all insurance policies.
- e. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONTRACTOR shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONTRACTOR, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

- a. For all claims arising out of or related to this agreement, CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONTRACTOR'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

ST. CHARLES PARISH

By:
Parish President

ATTEST

COUVILLION GROUP, LLC

By: