

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

**OWNER: ST. CHARLES PARISH, LOUISIANA**

Address: 15045 River Rd.

Hahnville, LA 70057

Administrative Contact: Matthew Jewell

Phone: 985.783.5000

Email: [mlj@stcharlesgov.net](mailto:mlj@stcharlesgov.net)

**CONSULTANT: COMPLIANCE ENVIROSYSTEMS, LLC**

Address: 1401 Seaboard Drive

Baton Rouge, LA 70810

Administrative Contact: Brad Dutruch, President

Phone: 225.279.1483

Email: [brad@ces-sses.com](mailto:brad@ces-sses.com)

**PROJECT: ST. CHARLES PARISH SEWER EVALUATION PROGRAM**

THIS AGREEMENT is made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between ST. CHARLES PARISH, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER and COMPLIANCE ENVIROSYSTEMS, LLC, a limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the OWNER desires to employ the CONSULTANT to provide services related to the PROJECT; and

WHEREAS, the CONSULTANT is willing and able to provide services related to the PROJECT in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the parties agree that the method of approach set forth in Attachment “A” is the basis for the services to be performed by the CONSULTANT under this Agreement.

NOW, THEREFORE, IT IS CONTRACTED, COVENANTED AND AGREED THAT:

ARTICLE 1 – CONSULTANT’S SERVICES

1. The CONSULTANT agrees to furnish the services identified and described in Attachments A and B, attached hereto and incorporated herein.
2. This Agreement shall commence once it has been executed by both parties and the Notice to Proceed issued by the Owner.
3. The CONSULTANT shall report to and work through and under the direction of the OWNER. Any and all correspondence shall be directed to David deGeneres - [ddegeneres@stcharlesgov.net](mailto:ddegeneres@stcharlesgov.net) with copies to:
  - a. Murray Dufrene, Operation Manager – [mdufrene@stcharlesgov.net](mailto:mdufrene@stcharlesgov.net)

ARTICLE 2 – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for providing the services identified and described in Attachments A and B in accordance with the Fee Schedule set forth and attached to this agreement. All combined task orders NTE \$1,500,000.00
2. The CONSULTANT shall be paid in accordance with the Fee Schedule for any and all services performed in connection with the PROJECT. For those services that may arise from time to time

that are not included in the Fee Schedule, the Consultant shall work with the OWNER to develop a reasonable fee for presentation to the OWNER.

3. Quantities in the Fee Schedule may be revised from time to time to reflect the actual conditions of work. The total value of the contract shall remain the same and not be revised without proper authorization by the OWNER.

### ARTICLE 3 – PAYMENT

Payment to the CONSULTANT, as described in Article 2, is to be made as follows:

1. Each month the CONSULTANT shall submit an invoice to the OWNER describing the services performed and expenses incurred by the CONSULTANT during the preceding month. OWNER shall review the CONSULTANT's invoice within ten (10) business days of receipt and either forward it to the OWNER with a recommendation for payment or return it to the CONSULTANT with comments.
2. The OWNER shall pay the CONSULTANT the amount set forth in the invoice within thirty (30) days from the date the OWNER receives the CONSULTANT'S invoice.
3. If the CONSULTANT does not receive payment of the entire amount set forth in the CONSULTANT'S invoice within ninety (90) days from the date the OWNER receives the invoice, the CONSULTANT may suspend services until payment of the entire amount of the outstanding invoice is received by the CONSULTANT.

### ARTICLE 4 – GENERAL TERMS AND CONDITIONS

1. **PROFESSIONAL STANDARDS.** The CONSULTANT shall be responsible, to the level of care and skill ordinarily used by practicing professionals in the same type of work in the U.S.A, for the professional and technical soundness, accuracy and adequacy of all data, reports, recommendations and other services and materials furnished under this Agreement.
2. **PROJECT PROGRESS.** The CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.
3. **CONTRACT TIME.** The duration of this contract shall be for a period of 36 months, commencing on the date that this agreement is signed by OWNER. At the end of the contract time, the OWNER will retain the option of renewing the contract for an additional 36 months, if mutually agreeable by OWNER and CONSULTANT.

4. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
5. **ASSIGNMENTS.** The CONSULTANT binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign his or their interest in this Agreement without the written consent of the OWNER.
6. **INSURANCE.** Before commencing the work and until completion, CONSULTANT shall obtain and maintain, at its expense, the following insurance coverages. All policies required below shall contain provisions to the effect that the insurer(s) waive all rights of subrogation against the OWNER and their officers, directors, partners, employees and other consultants and subcontractors of each and any of them.

**6.1 WORKERS COMPENSATION**

CONSULTANT shall carry Workers Compensation coverage as follows:

- |   |             |
|---|-------------|
| (1) Worker’s Compensation   | Statutory   |
| (2) Employer’s Liability  | \$1,000,000 |
| (3) CONSULTANT’S policy shall contain a Blanket Waiver of Subrogation granting a waiver of subrogation in favor of those that require it in a written contract. |             |

**6.2 COMPREHENSIVE AUTOMOBILE LIABILITY**

CONSULTANT’S policy shall include all owned (private and others), hired and non-owned vehicles. CONSULTANT’S policy shall contain a Blanket Additional Insured endorsement and Blanket Waiver of Subrogation endorsement that is applicable if required in a written contract.

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (1) Bodily Injury and Property Damage | \$1,000,000 Combined Single Limit |
|---------------------------------------|-----------------------------------|

**6.3 COMMERCIAL GENERAL LIABILITY INCLUDING  
PREMISE/OPERATIONS; EXPLOSION, COLLAPSE AND UNDERGROUND  
PROPERTY DAMAGE, PRODUCTS/COMPLETED OPERATIONS, BROAD FORM  
CONTRACTUAL, INDEPENDENT CONTRACTORS, BROAD FORM PROPERTY  
DAMAGE AND PERSONAL INJURY LIABILITIES**

- |                      |             |                  |
|----------------------|-------------|------------------|
| (1) Bodily Injury:   | \$1,000,000 | Each Occurrence  |
|                      | \$2,000,000 | Annual Aggregate |
| (2) Property Damage: | \$1,000,000 | Each Occurrence  |
|                      | \$2,000,000 | Annual Aggregate |
| (3) Personal Injury: | \$1,000,000 | Annual Aggregate |

CONSULTANT'S policy shall contain a Blanket Additional Insured and Blanket Waiver of Subrogation Endorsement as well as Primary Wording that is applicable if required in a written contract.

**6.4 PROFESSIONAL LIABILITY**

CONSULTANT carry's a professional liability policy with a \$1,000,000 limit for each Act, Error or Omission and has a \$1,000,000 Aggregate.

**6.5 POLLUTION LIABILITY**

CONSULTANT carry's a pollution liability policy with a \$2,000,000 limit for each Pollution condition and a \$4,000,000 aggregate.

**6.6 UMBRELLA LIABILITY**

CONSULTANT carry's an umbrella policy with a \$5,000,000 limit Each Occurrence Limit and \$5,000,000 Aggregate. Umbrella policy sits over CONSULTANT'S Auto Liability, General Liability and Employers Liability.

7. TERMINATION FOR CONVENIENCE. Either party shall have the right to terminate this Agreement for any cause or for its own convenience, by providing a thirty (30) day written notice to the other party. In such event, OWNER shall pay CONSULTANT for that portion of the work actually performed plus any profits earned up to the date of termination. Notice of termination shall be given by the terminating party through certified mail, return receipt requested, to the office address of the other party listed on page 1 of this Agreement. The effective date of termination shall be thirty (30) days after date on which the notice of termination is received by the non-terminating party.
8. INDEMNIFICATION. To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold harmless the OWNER from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) caused solely by the negligence of the CONSULTANT in the performance of services under this Agreement.
9. DISPUTE RESOLUTION. The parties shall endeavor to resolve any disputes through informal negotiations between parties. If a dispute is not resolved within thirty (30) days from the date a party receives initial written notice of the dispute, the dispute shall be resolved by litigation in the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, State of Louisiana. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana without regard to the application of any conflicts of law principles.

ARTICLE 5 – EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding of and between the parties and supersedes any prior proposals, negotiations, representations, understandings, correspondence and agreements, either oral or written.

ARTICLE 6 – GOVERNING LAW

The terms of the Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of Louisiana.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

1. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and sent, by electronic mail, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. SURVIVAL. All express representations, waivers, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CONSULTANT and OWNER, which agree that the Agreement 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.
4. WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. AMENDMENT. This Agreement may be amended only by a written instrument signed by both CONSULTANT and OWNER.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**St. Charles Parish Government**

Signature: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESSES:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Compliance EnviroSystems, LLC**

Signature: \_\_\_\_\_

BY: Brad Dutruch

TITLE: President

WITNESSES:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_