2025-0029

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-12

An ordinance approving and authorizing the execution of a Contract with Thompson Consulting Services, LLC, for Storm Debris Monitoring 2024, (Project No. P241002).

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris monitoring operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for Storm Debris Monitoring 2024 services to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised, and sealed proposals were received by St. Charles Parish on December 19, 2024, for Storm Debris Monitoring 2024, (Project No. P241002); and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Evaluation Criteria as set forth in the RFP and it is recommended that the contract be awarded to Thompson Consulting Services, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract between St. Charles Parish and Thompson Consulting Services, LLC, for the implementation of Storm Debris Monitoring 2024, (Project No. P241002), is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED : ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: _____

STORM DEBRIS MONITORING 2024
(Parish Project Number P241002)

ST. CHARLES PARISH

CONTRACT

THIS AGREEMENT made and effective as of the 5th day of March 2025 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 Thompson Consulting Services, LLC, a Louisiana limited liability company acting herein by and through its duly authorized representative, Jon Hoyle, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the purposes of debris removal and disposal monitoring services for STORM DEBRIS MONITORING 2024 (Parish Project Number P241002) as described in Ordinance No. 25-2-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Contractor and the Contractor agrees to perform work and services required for the project described above. Contractor will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Contractor will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. CONTRACTOR is authorized to begin work upon execution of this contract. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The term of this Contract shall be for a three (3) year period beginning February 1, 2025, and ending on December 31, 2027. Upon written mutual agreement between OWNER and the CONTRACTOR, the Contract may be extended annually for an additional one-year term.

This Agreement shall be effective for an initial Three (3) year term beginning February 1, 2025, and expiring December 31, 2027, and can be extended by written mutual agreement of the parties for up to three (3) additional one (1) year terms. The unit prices can be adjusted upward or downward on each yearly anniversary of the contract to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the remainder of the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before ninety (90) days prior to the anniversary date, and each succeeding year thereafter the CONTRACTOR will compute the most recent percent increase or decrease in the CPI, which is then available and the unit prices, as previously adjusted, will be further adjusted if necessary. The CONTRACTOR shall furnish the PARISH at that time with a copy of the CPI upon which It bases its

calculation. However, in no event shall any increase or decrease in the unit prices for any one year exceed five (5%) percent. The unit prices, as adjusted, shall automatically become effective on the first day of the next anniversary, each year thereafter.

The Contractor shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services in connection with the Project as defined as follows:

STORM DEBRIS MONITORING 2024
(Parish Project Number P241002)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Contractor shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

2.4 The Contractor agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONTRACTOR

3.1 Contractor shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Contractor.

3.2 Services provided by the Contractor shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.

3.3 Contractor shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.

3.4 Contractor shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this

agreement, including attendance by the Contractor at project conferences and public hearings.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Contractor may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Contractor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and representatives.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Contractor shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Contractor for the supplemental services, when performed by the Contractor, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Contractor in writing.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Owner may disapprove of or reject Contractor's work while it is in progress if Owner believes that such work will not produce a completed Project that conforms to the scope of the work and services.

7.0 NOTICE TO PROCEED

The Owner shall notify the Contractor in writing to undertake the services stated in this Agreement, and the Contractor shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Contractor will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Contractor for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court for St. Charles Parish, State of Louisiana.

8.3 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary practices, the Owner shall pay Contractor based on monthly invoices submitted by the Contractor, within sixty (60) days of receipt of Contractor's invoice. Contractor shall provide written notice to Owner when no services or work has been performed during a given month.

8.4 The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice.

a. A copy of the Owner's written authorization to perform the service.
b. Timesheets for all hours invoiced.
c. Invoice copies, logs or other substantiation of non-salary expenses.

8.5 For Additional Authorized Services that Contractor acquires from subcontractors, Owner shall pay Contractor a fixed sum previously agreed upon by Owner and Contractor, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice:

a. A copy of the Owner's written consent for the subcontractor to perform the service stating the Owner's and Contractor's agreed upon fixed sum established for the service performed.

b. Evidence that the subcontractor is insured as required by this Agreement.

8.6 For *Additional Services* described in Section 5, Owner shall pay Contractor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The budget for this Project shall be determined by the Owner, and the Contractor shall be advised of the budget limitation in writing by the Owner and the Contractor shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 The Contractor, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Contractor shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

11.4 The Owner shall then pay the Contractor promptly that portion of the prescribed fee to which both parties agree.

11.5 Contractor fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Contractor.

12.0 INSURANCE

12.1 The Contractor shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of $1,000,000.00 for one person and not less than $1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of $1,000,000.00 for each accident and not less than $1,000,000.00 aggregate.

12.2 The Contractor shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of $1,000,000.00.

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER within ten (10) days of acceptance and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

12.4 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors shall be subject to all the requirements stated herein.

12.5 Contractor shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability $1,000,000 each person: $1,000,000 each occurrence. Property Damage Liability $1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Contractor agrees to defend, indemnify, save, and hold harmless St Charles Parish, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach,

act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Contractor's indemnity obligations pursuant to this Agreement shall be limited to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's subcontractor's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. In no event shall either party to this Contract be liable for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Contract.

14.0 WARRANTY

14.1 Contractor warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.

14.2 If the work and services performed by Contractor do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Owner/Parish for Contractor's share of the costs incurred to bring the Project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Contractor's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONTRACTOR further agrees to comply with all federal and state laws, including those identified in Exhibit I – Compliance Provisions, of the Contract Documents.

17.0 BONDS

17.1 All bonds shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (actor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date 10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. Company must have a registered agent in the State of Louisiana, as provided by La. R.S. 38:2218.

17.2 Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

17.3 If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

17.4 If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

17.5 Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

18.0 NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

19.0 OTHER

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

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

By: MATTHEW JEWELL
Parish President

2/26/25
Date:

WITNESSES:

(CONTRACTOR NAME)

By: (AUTHORIZED MEMBER)
Title

3/5/25
Date: