

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of
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 TOTAL ENERGY SOLUTIONS COMPANY, LLC, a corporation or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the WASTEWATER GENERATOR PREVENTATIVE MAINTENANCE 2025, Parish Project No. S250301.

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. Written authorization to begin different phases of the project will be given to the Contractor by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement shall be effective for a period of two (2) years beginning May 1, 2025, and can be extended by written mutual agreement of the parties for an additional one (1) year term (twelve months) term.

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

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

WASTEWATER GENERATOR PREVENTATIVE MAINTENANCE 2025
Parish Project No. S250301

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

- 3.3 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.
- 4.3 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

- 1.3 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.
- 2.3 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.
- 4.3 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

- 1.3 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.
- 2.3 Contractor may retain a set of documents for its files.
- 3.3 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.
- 4.3 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 Contractor believes that such work will not produce a completed Project that conforms generally 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

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

2.3 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.

- 3.3 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.
- 4.3 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.
- 5.3 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.
- 6.3 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

- 1.3 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 2.3 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.
- 3.3 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.
- 4.3 The Owner shall then pay the Contractor promptly that portion of the prescribed fee to which both parties agree.
- 5.3 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.
- 6.3 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Contractor.

12.0 INSURANCE

- 1.3 The Consultant 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.
- 2.3 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 3.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER 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.
- 4.3 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

- 5.3 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 6.3 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 7.3 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.
- 8.3 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.
- 9.3 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Contractor shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Contractor, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 1.3 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.
- 2.3 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.
- 3.3 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 Attachment "D" (if applicable).

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 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.

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

TOTAL ENERGY SOLUTIONS COMPANY, LLC		ST. CHARLES PARISH	
By:		By:	
Name :	Thomas McCroskey	Name :	

Title:	General Manager		Title:	
Date:			Date:	

ATTACHMENT "A"
SCOPE OF SERVICES

WASTEWATER GENERATOR PREVENTATIVE MAINTENANCE 2025
Parish Project No. S250301

The services provided under this agreement are **1 (one) Major inspection per year and 1(one) 2 Hour Load Bank to be performed at the time of the Major Preventative Maintenance (PM) and Fuel Polishing of each tank.**

Definitions of Major and Minor Inspections are outlined below.

A **Major Inspection** consists of all the following:

A **Minor inspection only excludes Oil & Filters, everything else is included.**

General

1. Inspect fuel tank for leaks or damage.
2. Record fuel level.
3. Check for proper operation.
4. Check exhausts system.
5. Check safety shutdown; we cannot check transducer type shutdowns.
6. Set timer to run as per OWNER requirement.

Fluids

1. Change oil.
2. Change all filters (oil, fuel, air, etc).
3. Inspect coolant via proper gravity test.
4. Inspect all belts, hoses, and fuel lines.
5. Inspect for any leaks (oil, fuel, coolant, air, etc.)
6. Inspect electrolyte level of battery.
7. Inspect fuel for need of additional attention, polishing, or adding stabilizer.

Electrical

1. Check for proper operation of battery charger.
2. Replaced or test back-up batteries in timer, if equipped.
3. Check generator volts per leg.
4. Check generator frequency.
5. Check proper operation of block heater.
6. Record exercise settings.
7. Proper operation of transfer switch.
8. If allowed by the OWNER, we will apply a total load test to the building checking all amperage to generator.

This agreement has the following stipulations:

1. The CONTRACTOR will not accept direct, indirect, or consequential damaged caused by abuse, accidental, and intentional damage to the equipment described above cause by theft, acts of third party, acts of nature, normal wear and tear, alterations to equipment, or overloads.
2. The CONTRACTOR will not be held accountable for failure to fulfill this agreement due to labor disputes, acts of government authorization, or other causes beyond the CONTRACTOR's control.
3. All preventative maintenance work performed on the system under this agreement must be performed by the CONTRACTOR or a duly appointed agent of said CONTRACTOR.

Warranty

1. The CONTRACTOR warrants its work for a period of NINETY (90) days from the date of service. This warranty is LIMITED to failure as a result of the workmanship of the CONTRACTOR's personnel and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading, fire, flood, vandalism, theft, repairs made by someone other than the CONTRACTOR's personnel or any other acts or events beyond the control of the CONTRACTOR. This warranty is for the Preventative Maintenance work and is not an extended factory warranty.
2. The failure of any new parts installed during the course of Preventative Maintenance service will be covered by the Manufacturer's Warranty; should a failure occur by a covered part, the labor will be charged back to the manufacturer, unless terms of parts purchase do not extend labor coverage from the manufacturer, in such case, the OWNER will be charged for the labor and mileage appropriately.

ATTACHMENT “B”
SCHEDULE

WASTEWATER GENERATOR PREVENTATIVE MAINTENANCE 2025
Parish Project No. S250301

All services will be performed during normal working hours 7:00 am – 4:30 pm Monday through Thursday, unless otherwise specified.

ATTACHMENT “C”
PAYMENT AND COMPENSATION

WASTEWATER GENERATOR PREVENTATIVE MAINTENANCE 2025
Parish Project No. S250301

Owner shall pay Contractor for the performance of work and services as follows:

This agreement covers only the equipment and services listed below:

Generator Location	Model	Serial #	Major PM	Fuel Polish	2HR Load Test	Total for Location
LS-1081 Boutte	SD0750KG22181D18PPSY2	3013553032	\$1800.00	\$5485.00	\$1650.00	\$8935.00
LS-6992 Norco	SD0500KG22152D18PPSY2	3013132855	\$1600.00	\$3100.00	\$1500.00	\$6200.00
LS-3246 Booster	SD0400KG22125D18PPSY3	3013263304	\$1400.00	\$2805.00	\$1500.00	\$5705.00
LS-2031 CC1	SD0400KG22125D18PPSY3	3013263303	\$1400.00	\$2805.00	\$1500.00	\$5705.00
LS-1200 Primrose	SD0400KG22125D18PPSY3	3013215941	\$1400.00	\$2805.00	\$1500.00	\$5705.00
LS-4181 St John	SD0200KG176.7D18HPYY 3	3012671749	\$975.00	\$585.00	\$975.00	\$2535.00
LS-7401 Paradis	SD0150KG176.7D18HPYY 3	3013226813	\$925.00	\$420.00	\$950.00	\$2295.00
Rue Landry	SD0150KG176.7D18HPYY 3	3013226826	\$925.00	\$420.00	\$950.00	\$2295.00
LS-0561 Snowball	SD0150KG176.7D18HPYY 3	3013237728	\$925.00	\$420.00	\$950.00	\$2295.00
LS-4281 Beaupre	SD0150KG176.7D18HPYY 3	3013237716	\$925.00	\$420.00	\$950.00	\$2295.00
LS-011 AMA	SD0150KG176.7D18HPYY 3	3013237715	\$925.00	\$420.00	\$950.00	\$2295.00
LS-6081 Montz	SD0150KG176.7D18HPYY 3	3013233999	\$925.00	\$420.00	\$950.00	\$2295.00
LS-1521 JB Green	SD0150KG176.7D18HPYY 3	3013226824	\$925.00	\$420.00	\$950.00	\$2295.00
LS-0851 Boutte Bank	SD0150KG176.7D18HPYY 3	3013223957	\$925.00	\$420.00	\$950.00	\$2295.00
LS-2941 Lincoln/Sycamore	SD0150KG176.7D18HPYY 3	3013223958	\$925.00	\$420.00	\$950.00	\$2295.00

LS-4141 Mimosa School	SD0150KG176.7D18HPYY 3	3013226825	\$925.00	\$420.00	\$950.00	\$2295.00
LS-2071 Houmas	SD0100JG176.7D18HPSY3	3012642978	\$825.00	\$400.00	\$850.00	\$2075.00
LS-6791 Marino	SD0150KG176.7D18HPYY 3	3005065986	\$925.00	\$420.00	\$950.00	\$2295.00
Unit 410 Portable 125kw	S6D405	3647398	\$850.00	na	\$850.00	\$1700.00
Unit 451			\$850.00	NA	\$850.00	\$1700.00
Portable 75kw	MDG75	3015919418	\$700.00	NA	\$725.00	\$1425.00
Portable 75kw	MDG75	3015919417	\$700.00	NA	\$725.00	\$1425.00
Portable 25kw	MDG251F4	3015952952	\$500.00	NA	\$500.00	\$1000.00
Portable 25kw	MDG251F4	3015952952	\$500.00	Na	\$500.00	\$1000.00
Destrehan Plant	DFLE-5762435	K06099372 5	\$2950.00	\$8215.00	\$2900.00	\$14065.00
Hahnville Plant	DQGAA-547495	E09000063 2	\$2750.00	\$5175.00	\$2700.00	\$10625.00
Luling Pond	18HPYY2	3010445303	\$1600.00	\$4300.00	\$1500.00	\$7400.00
150KW	18HPYY3	3010396241	\$925.00	\$960.00	\$950.00	\$2835.00
Total Contract price for all locations:						\$105,280.00

1. All mileage, labor, and time are included in the above pricing. All waste oil, anti-freeze, and filters replaced during service visits are disposed at an EPA approved recycling facility.
2. No sales or use taxes are included in the above net pricing and will be added as applicable.
3. After the first onsite generator service, the OWNER will receive a total agreement invoice for this current year which is due in full within 30 days.
4. This agreement pricing is valid for one year from date of signature. Either party can cancel this agreement with a 30-day written notice.
5. This agreement will automatically renew annually with a maximum term of two years and the option for a one year extension beyond the two years. The CONTRACTOR has the right to review and change pricing at any time during the contract term. Any price increase or decrease will be submitted in writing by the CONTRACTOR and reviewed by the OWNER for approval prior to invoicing.
6. During the term of the agreement, the CONTRACTOR will provide the maintenance for the price quoted above.

7. Additional parts and labor due to additional work other than described in this agreement will be charged at \$135.00 per hour straight time and \$202.50 per hour overtime plus \$2.30 per mile. All parts and materials used will be charged at a 35% markup. Any issues outside the scope of work as noted above will be quoted for repair and will not be completed until proper authorization from the OWNER is submitted and agreed upon.
8. Out of agreement pricing is \$155.00 per hour, \$232.50 per hour overtime and \$2.50 per mile.
9. Any delays while at the site may carry additional labor charges as outlined above.
10. The CONTRACTOR reserves the right to contract a third-party vendor to perform work on the above equipment if the need arises.
11. This agreement does not allow for a replacement generator should your equipment fail. The CONTRACTOR has rental units available at an additional charge. Please call your designated salesperson for rates.
12. Preferred payment terms are Net 30.