

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered between St. Charles Parish acting herein by and through its Parish President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and Cro-Slit Associates, Inc., dba Cro-Slit Turf Services hereinafter know as the CONTRACTOR represented by Giuseppe Crovetto, President.

1. GENERAL

- a. The OWNER engages the CONTRACTOR to perform specific professional services; Service Weed Spraying for control of undesirable weeds. Full services identified and described in the Scope of Work. CONTRACTOR services shall be performed in a manner consistent with the applicable professional standard of care in an effort to conform to the requirements of the OWNER and all participating agencies.

2. SERVICES OF THE CONTRACTOR – SCOPE OF WORK

- a. The services consist of the work defined in the following Scope of Work
- b. Scope of work defined: CONTRACTOR hereby covenants and agrees for the consideration mentioned herein to furnish all labor, materials, equipment and qualified supervision to Control Weeds and undesirable vegetation on approximately 18 million square feet of drainage Canal slopes and rights of way throughout St Charles Parish as listed within the agreement. St. Charles Parish has the right to add or delete areas at their discretion.
- c. The Spraying will include treatment of unwanted high ground weeds on the slopes of all rights-of-ways of certain to be designated canals and all aquatic weeds, rooted or floating in water or bottom of said canals. Such weed control will be carried out with such materials and such manner so as to encourage a solid Bermuda grass stand on the slopes and rights-of-ways and weed free canal water and bottoms. All work will be assigned and scheduled by the Department of Public Works and no payment will be made for any work performed on any canal not authorized in writing by the department.
- d. LOCATION: Parish wide (St. Charles Parish)/ Spraying will begin promptly within three (3) working days following assignment by the Department of Public Works-weather permitting. Contractor shall be responsible for daily verbal communication with the Department of Public Works to advise where work is being performed on those days of which spraying operations are being carried out. Weekly written reports of spraying performed during the previous week will be submitted by the bidder to the Department of Public Works. These work reports will include the names of the canals sprayed, square feet (or acres) covered, names and quantity of herbicides used and gallons of spray mix used. These reports shall be submitted promptly each Friday by fax or email to the Public Works Department. The contractor will supply enough manpower to complete each spraying within (30) thirty calendar days. After completion of spraying on the areas and the required waiting period for its effectiveness to be determined, any areas that indicate poor control or show no effect of the previous spraying, shall be retreated within (5) five working days of the receipt of notification by telephone contract followed by written notification by the department at no additional cost to the parish.

3. PERIOD OF SERVICE: January 01, 2021 thru December 31, 2021.

4. MATERIALS AND SUPPLIES:

Materials used by the Contractor shall be a combination of herbicides effective in the control of Broadleaf weeds, brush, selected grasses and floating and rooted aquatic vegetation in the assigned canals whereby a Bermuda release may be achieved on the slopes and rights-of-ways and weed free water and bottoms. All chemicals used shall conform to Local, State and Federal regulations. The Contractor must maintain properly equipped spray trucks and spray equipment necessary to accomplish the work required. Contractor must also have available for use an appropriately equipped boat or other equipment for spraying sections of assigned canals not assessable to ground operated equipment.

5. INSURANCE REQUIREMENTS:

The following are standard insurance requirements for St. Charles Parish projects. Please be advised that additional requirements and/or limits may be required for services identifies as having additional risks or exposures. St. Charles Parish reserves the right to modify, alter, add, remove, or change any portion of the insurance requirement prior to execution of a contract or issuance of a purchase order.

The successful company shall maintain full force and effect during the life of this agreement all insurance necessary to protect itself and Parish against claims for property damage or bodily injuries or death of person or persons, whether or not employed by bidder, which may arise from any cause in connection with the services to be performed herein. The following is a list of minimum insurance requirements which must be met:

1. Minimum Limits of Coverage are as follows: Parish has the right to examine policies to assure coverages.

- Commercial General Liability- \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;
- Parish shall be added as additional insured on general liability;
- Comprehensive Automobile Liability – Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. Must have coverage for loading & unloading. Auto Liability should include owned, hired and leased autos.
- Worker's Compensation Insurance – As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.
- The vendor would be required to have the appropriate Maritime/Jones Act insurance for projects in/on/over the waterway.
- Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish. The certificate of insurance shall reference the waiver of subrogation endorsement;
- The Worker's Compensation Policy Territory Coverage Must include Louisiana

SPRAYING OF UNDESIRABLE WEEDS

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- **Deductibles** – No insurance required shall include a deductible greater than \$50,000. The cost of the deductible is borne by the CONTRACTOR. Company may be asked to disclose Deductible /SIR amounts.
 - **Umbrella Liability/Excess Coverage** – An umbrella policy or excess may be used to meet minimum requirements provided it has the appropriate “drop down” coverage required. If the company subcontracts any portion of this order, it is required that he carry insurance in amounts stated above.
Subcontractors shall submit a certificate of insurance certifying the above insurance coverage. The successful company also assumes full responsibility for all Federal and State Contributions for Unemployment Insurance, Workmen’s Compensation, Disability Benefits Insurance, Federal Insurance Contributions Act Payments and Federal Withholding Tax of his employees.
 - **GUARANTEE** - CONTRACTOR guarantees that the spraying performed pursuant to this agreement will achieve a weed free Bermuda grass stand on the assigned areas and will eliminate Johnson grass, broadleaf weeds, brush and aquatic vegetation. The assigned area will be sprayed as many times required during the term of the agreement to obtain satisfactory results. A minimum of (4) four sprayings per year are required unless otherwise notified by the Department of Public Works for additional spraying Each spraying is to be completed within 30 calendar days.
2. Bidder agrees to indemnify and hold harmless St. Charles Parish, its officers and employees From any liability resulting indirectly or directly from the performance of the contract;
 3. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA
 4. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
 5. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
 6. Parish may request copies of the policy and/or sections of the policy for review;
 7. It shall be the responsibility of CONTRACTOR to require that these insurance requirements are met by all CONTRACTORS and sub-CONTRACTORS performing work for and on behalf of CONTRACTOR. CONTRACTOR shall further ensure the Parish is names as additional insured on all insurance policies provided by said CONTRACTOR and/or sub-CONTRACTOR through the duration of the project.
 8. St. Charles Parish requires a 10-day notice of cancellation of policy.
 9. CONTRACTOR shall indemnify and save harmless the OWNER against any and all damages or judgements for sums of money to any party for lass of life or injury or damages to person or property to the extent growing out of, resulting from or by reason of any negligent act by the CONTRACTOR, its agents, servants and employees, while engaged upon or in connection with the services required or performed hereunder.

6. 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 of the Parish of St. Charles and expressly waives any; (1) pleas of jurisdiction based upon CONTRACTOR'S residence and (2) right of removal to Federal Court based upon diversity of citizenship.

- 7. SERVICES OF THE OWNER:** OWNER guarantees CONTRACTOR access to all public property as required in order to complete the Scope of Work.

- 8. TERMINATION:** This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.

9. COMPLIANCE WITH LAWS AND ORDINANCES:

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

- 10. Assignability** - The contractor shall not assign or transfer any interest in this agreement without the prior written consent of St. Charles Parish.

11. Independent Company

It is agreed that St. Charles Parish is interested only in the results obtained and that the contractor shall perform as an independent company with the sole control of the manner and means of performing these services required under this agreement. The contractor shall perform the services required by this agreement according to its own means and methods and work which shall be in the exclusive control of the company and which shall not be subject to control of supervision by St. Charles Parish except as to the result of work. The company is for all purposes arising out of this agreement an independent contractor; and neither contractor nor contractor's employees shall be deemed an employee or employees of St. Charles Parish nor entitled to any benefits to which St. Charles Parish's employees are entitled.

12. General

The contractor must further provide proof to the Department of Public Works of past satisfactory work performed for governmental and/or private agencies prior to signing contract. This agreement shall be construed and interpreted according to the laws of the State of Louisiana .

13. Cancellation of Services

The St. Charles Parish Purchasing Office must be informed of any inability to perform services as set forth in this agreement. The purchasing Office reserves the right to cancel and place with another vendor, services that cannot be supplied as per the time specified by the Public Works personnel. Repeated inability to fill orders may result in cancellation of the order and/or disqualification of the bidder. After (30) thirty days from delivery of written notice to either St. Charles Parish or the contractor without cause and without prejudice to any other right or remedy, may elect to abandon and terminate the contract.

The Purchasing Office reserves the right to seek additional pricing for special projects beyond their normal operations.

14. License/Certifications

Contractor shall hold the following: Louisiana Contractors License

Valid Louisiana Pesticide Applicators Certificate

15. Certified in the following categories

(3) Ornamental and Turf

(SA) Aquatic

(6) Right-of-Way & Industrial Pest

16. Description of Articles

Weed spraying, pre-emerge herbicide for control on undesirable winter and summer annuals for medians located throughout parish. **Chemicals shall be approved prior to spraying by the St. Charles Parish County Agent for specific applications.**

Weed spraying, post-emerge herbicide for control of undesirable winter and summer annuals native to predominate grass located in designated areas. Ponds- Aquatic Weed control as needed.

17. Compensation

It is agreed by and between the contractor and the parish that payment will be made within 30 days of date of invoice after each spraying, provided that the Department of Public Works has inspected and approved for satisfactory results. The undersigned, being a qualified company in compliance with the aforesaid specifications proposes to perform the services for the following sum of **0.0108 per sq. ft.**

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18. Term of Agreement

Agreement shall be effective on January 1, 2021 to December 31, 2021. This agreement may be extended for three additional annual periods{January 1, 2022 - December 31, 2022), (January 1, 2023 - December 31, 2023), (January 1, 2024- December 31, 2024), upon the written mutual agreement of both parties and according to all terms conditions and pricing included herein.

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

WITNESS

ST. CHARLES PARISH

By: MATTHEW JEWELL, PARISH PRESIDENT (DATE)

WITNESS

CRO-SLIT TURF SERVICES

By: Giuseppe N. Crovetto, President