

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 participation 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 for; Weed Control Spraying, Fertilizer for approximately (9) acres of athletic fields for the Department of Parks and Recreation as listed within the agreement. St. Charles Parish has the right to add or delete areas at their discretion.

The services will be performed according to the below monthly schedule:

February:	Winter Weed Herbicide, Pre-emergent Herbicide
March:	Fertilizer
April:	Fungicide
May:	Virginia Button Weed Herbicide, Pre-emergent Herbicide Fertilizer (late May - early Jun)
June:	Fire Ant Insecticide
July:	2nd Virginia Button Weed Herbicide
August:	2nd Fire Ant insecticide, 3'd Virginia Button Weed Herbicide
September:	Fertilizer, Pre-emergent Herbicide (mid-month)
November:	Early Winter Weed Herbicide

3. LOCATION: Parish Wide – Parks and Fields (St. Charles Parish)

Spraying and fertilization will be coordinated with the Department of Parks and Recreation at their discretion based upon field utilization. It is the Contractors' responsibility to make sure that the above monthly application is done on the day best available for the Department of Parks and Recreation. All applications will be completed within one business day(weather permitting) to ensure minimal down time of the athletic field.

4. Materials and Supplies

Materials used by the contractor shall be a combination of herbicides, fungicides, insecticides and fertilizer to help control and promote the health of athletic fields' turf. All chemicals used shall conform to Local, State and Federal regulations. The Contractor must maintain equipment properly and effectively accomplish the work stated.

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

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

7. COMPLIANCE WITH LAWS AND ORDINANCES:

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.

8. CONTRACTOR shall indemnify and save harmless the OWNER against any and all damages or judgements for sums of money to any party for loss 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.

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

10. 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 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 employee 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.

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

12. 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 Parks and Recreation's 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.

13. 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
- **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.
- **BUILDER'S RISK** – *For construction and repair projects*
The CONTRACTOR shall maintain Builder's Risk Insurance Policy that covers the specific risks involved in the scope of work (subject to review and approval by the parish.)

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 named 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.

14. INDEPENDENT CONTRACTOR

In providing the Service under this Agreement, it is expressly agreed that the Contractor is acting as an Independent Contractor and not as an employee.

15. 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 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.

16. 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 application, provided that the Department of Parks & Recreation has inspected and approved for satisfactory results.

February application	\$ 900.00
March application	\$1512.00
April application	<u>XXXXXXXXXX</u>
May application	\$2328.00
June application	\$ 624.00
July application	\$ 522.00
August application	\$ 669.00
September application	\$2292.00
November application	\$ 900.00
<u>Yearly Total:</u>	<u>\$9738.00</u>

License / Certifications

Contractor shall hold the following:

- Louisiana Contractors License
- Valid Louisiana Pesticide Applicators Certificate

Certified in the following categories:

- (3) Ornamental and Turf
- (SA) Aquatic
- (6) Right-Of-Way & Industrial Pest

Term of Agreement:

Agreement shall be effective on January 01, 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 here in.

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