



St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
(225) 562-2400
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council@stjamesparishla.gov

Vondra Etienne-Steib
Chairwoman

Courtney Long
Vice-Chairman

Tammie Bodin
Secretary

February 13, 2026

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, February 18, 2026, at 6:00 p.m. in the Council Chambers of the Parish Courthouse in Vacherie, Louisiana.

Please make every effort to attend.

Sincerely,
Tammie Bodin
Secretary

cc: Parish President Pete Dufresne & Staff
Assistant District Attorney Adam Koenig
The News Examiner/Enterprise
The Morning Advocate
L'Observateur

Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.

Todd Poche	Courtney Long	Ryan Louque	Neal Poche	Anthony Jasmin	Vondra Steib	Donald Nash
District 1	District 2	District 3	District 4	District 5	District 6	District 7

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse Annex – 2631 Hwy 20, Vacherie, LA
WEDNESDAY, FEBRUARY 18, 2026

6:00 P.M. REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the February 4, 2026 public hearing minutes.
2. Approval of the February 4, 2026 regular meeting minutes.

IV. PRESIDENT’S REPORT

V. PUBLIC COMMENT on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

VI. PRESENTATION-None

VII. APPOINTMENTS TO BOARDS AND COMMISSIONS – None

VIII. OLD BUSINESS

1. Update of drainage study from Forrestal Street to Pool Lane (Nash)
2. Update of Multipurpose Building (Etienne-Steib)

IX. NEW BUSINESS

1. Resolution to approve disbursement of funds to pay pending current invoices and payables (Chair)
2. Resolution accepting change Order #1 from Feliciana Welders, Inc., for the Judge Becnel subdivision gas improvement project (Dufresne)
3. Resolution providing for the acceptance of work performed by Feliciana Welders, Inc., in accordance with the certificate of substantial completion, for the Judge Becnel subdivision gas improvement project (Dufresne)
4. Resolution approving the appointment of a Director and an alternate Director to represent St. James Parish, State of Louisiana on the Board of Directors of the Louisiana Municipal Natural Gas Purchasing and Distribution Authority as provided by Chapter 10-B of Title 33 of the Louisiana revised statutes of 1950 (Dufresne)
5. Resolution authorizing the Parish President to apply for and execute all documents for funding from the Louisiana Office of Community Development, Local Government Assistance Program (Dufresne)
6. Resolution authorizing the Parish President to apply for and execute all documentation for funding from the Louisiana Office of Community Development, Community Water Enrichment Fund Program for funding towards service pumps, motors and air compressor for the East and Westbank Water Treatment Plants (Dufresne)
7. Resolution authorizing the St. James Parish President to sign and execute a contract with McKim & Creed, Inc. for professional services (Dufresne)
8. Resolution approving the system survey and compliance questionnaire for the financial and compliance audit of St. James Parish Government for the fiscal year ended December 31, 2025 (Dufresne)
9. Resolution authorizing the St. James Parish President to accept the bid and enter into a contract with Barriere Construction Co., LLC., for the Buddy Whitney Canal Improvement Project (Dufresne)
10. Resolution authorizing the St. James Parish President to accept the bid and enter into a (IDIQ) contract with Material Resources, Inc., for the 2026-2028 Road Preservation Project (Dufresne)
11. Resolution authorizing the advertisement for bids for the District 5 Multi-Purpose Recreation Building Renovation Project; providing funding through the Louisiana Office of Community Development Hometown Revitalization and Resilient Communities Infrastructure Program; and otherwise providing with respect thereto (Dufresne)
12. Resolution approving variances and conditions for the Brian Bourgeois family subdivision of Lot 1A of Longview Sugar Plantation, Planning Commission Item 15-01 (Dufresne)

X. DIRECTOR’S REPORT

XI. COUNCIL MEMBER’S REPORT

XII. MOTION TO ADJOURN

To view backup documentation please visit www.stjamesla.com/agendacenter

The following resolution was offered and moved for adoption by Councilman ____ and seconded by Councilman ____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, February 19, 2026.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 18 day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18 day of February 2026.

Signed at Vacherie, Louisiana, this 18 day of February 2026.

(S E A L)

Tammie Bodin
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION ACCEPTING CHANGE ORDER #1 FROM FELICIANA WELDERS, INC FOR THE JUDGE BECNEL SUBDIVISION GAS IMPROVEMENTS PROJECT

WHEREAS, the St. James Parish Council did cause the advertisement of, and award the bid to Feliciana Welders, Inc. as prescribed by law, for the Judge Becnel Subdivision Gas Improvements project; and,

WHEREAS, the description of work for Change Order #1 is for a reconciliation of quantities of materials installed and verified in the field at the completion of project; and,

WHEREAS, the total cost amount for Change Order #1 is an increase in the amount of \$127.00.

NOW, THEREFORE, BE IT RESOLVED, by St. James Parish Council, that Change Order #1, is hereby accepted, and that Peter A. Dufresne, St. James Parish President and/or his designee, is hereby authorized to sign, execute, and administer all documents between Feliciana Welders, Inc. and St. James Parish Government for Change Order #1.

And, the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana this 19th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

Date of Issuance: 11 / 26 / 2025
 Owner: St. James Parish Government
 Contractor: Feliciano Welders, Inc.
 Engineer: High Tide Consultants, LLC
 Project: Judge Becnel Subdivision Gas Improvements

Effective Date:
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 24-177 T4
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Reconciliation of quantities of materials installed and verified in the field at completion of project. No additional days added to contract.

Attachments: *Project Change Order Form*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>350,000.00</u>	Original Contract Times: <u>120</u> days Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: _____
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> _____ days
Contract Price prior to this Change Order: \$ <u>350,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> days Ready for Final Payment: _____
Increase of this Change Order: \$ <u>127.00</u>	Increase of this Change Order: Substantial Completion: <u>0</u> days Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$ <u>350,127.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: _____ _____ date

<p>RECOMMENDED:</p> <p>By: _____ Engineer (if required)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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PROJECT CHANGE ORDER

DATE: 11/4/2025

TO: St. James Parish Government
Operations Department
5800 Hwy 44, 2nd Floor
Convent, LA

PROJECT:	Judge Becnel Subdivision
	Gas Improvements
REQUEST #:	1

Invoice Item #	Item Description	Quantity	Unit	Unit Price	Amount Requested
3	2" Gas Main (PE)	53	LF	\$ 15.00	\$ 795.00
7	2" Line Stopper Fitting	1	EA	\$ 5,000.00	\$ 5,000.00
9	3/4" Service Line (PE)	-262	LF	\$ 14.00	\$ (3,668.00)
10	3/4" Excess Flow Valve	-1	EA	\$ 1,000.00	\$ (1,000.00)
11	3/4" (SCH 40) Riser Pipe With Locking Wing Valve	-1	EA	\$ 1,000.00	\$ (1,000.00)
				TOTAL	\$ 127.00

Additional days requested for this change order request: 0

Description:	Reconciliation of quantities installed in the field to complete the project.
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Owner Acceptance

Submitted By: Scott Poirrier
 Title: Engineering Project Manager
 Date: 11/26/2025

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Contract Summary:

Original Contract Amount	\$	350,000.00
CO #1 Amount	\$	127.00
New Contract Amount	\$	350,127.00

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY FELICIANA WELDERS, INC. IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION, FOR THE JUDGE BECNEL SUBDIVISION GAS IMPROVEMENTS PROJECT

WHEREAS, St. James Parish Council entered into a contract dated July 2, 2025 with Feliciana Welders, Inc. for the Judge Becnel Subdivision Gas Improvements project; and,

WHEREAS, the work under the aforementioned contract was substantially completed in accordance with plans and specifications by the contractor on November 26, 2025; and,

WHEREAS, a final inspection was conducted on November 26, 2025 by representatives of the engineer, owner, and contractor and all work was found to be satisfactory for acceptance.

NOW, THEREFORE, BE IT RESOLVED, by St. James Parish Council, here by represented by the Director of Operations that the work under the aforementioned project be and is hereby accepted as completed on the date of substantial completion hereinbefore specified.

And, the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana this 19th day of February 2026.

(S E A L)

Tammie Bodin
Secretary



February 2, 2026

Mr. Rick Webre
St. James Parish
Director of Operations
5800 Highway 44, 3rd Floor
Convent, LA 70723

RE: **Recommendation to Accept Improvements**
Judge Becnel Subdivision Gas Infrastructure Improvements
HTC #24-177T4

Mr. Webre,

A Certificate of Substantial Completion and Final punch list was issued to Feliciano Welders, Inc. (Contractor) on November 26, 2025, for work performed on the above referenced project. Feliciano Welders, Inc. has provided the requested documentation, satisfied all punch list items to date and has cleared the required 45-day lien period on their contract. Therefore, we recommend acceptance of the improvements associated with this project performed by Feliciano Welders Inc. and release of the retainage withheld on their contract.

If you have any questions or comments, please do not hesitate to reach out to my office.

Thanks,

High Tide Consultants, LLC

Scott Poirrier, PE
Principal



SHANE M. LEBLANC

CLERK OF COURT AND EX-OFFICIO RECORDER
PARISH OF ST. JAMES
P.O. Box 63 - Mailing Address
5800 LA HWY 44 - Physical Address Convent, Louisiana 70723

PHONE: 225-562-2272
225-562-2270
FAX: 225-562-2383

Lien Certificate

STATE OF LOUISIANA

PARISH OF ST. JAMES

I, Shane M. LeBlanc, Clerk of Court & Ex-Officio Recorder, in and for the Parish of St. James, State of Louisiana, do hereby certify that according to the records in my office there are no Liens and Privileges recorded against the following Contract, to-wit:

A Contract agreement between St. James Parish Government, P.O. Box 106, Convent, LA 70723 and Feliciana Welders, Inc., P.O. Box 303, Slaughter, LA 70777 as contractor shall fully execute the work described as following: Judge Becnel Subdivision Gas Infrastructure Improvements recorded at MOB 586 Folio 387 Entry 198,280 of the Mortgage Records of St. James Parish, under date December 4,2025.

OTHER THAN:

None.

AND I FURTHER CERTIFY that a Certificate of Substantial Completion was signed by Rick Webre, St. James Parish Director of Operations on December 1,2025. Said Certificate of Substantial Completion was duly recorded in MOB 587 Folio 769 under Entry 198,648 of the Mortgage Records of St. James Parish, Louisiana, under the date of November 6,2025.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of my office, this 28th day of January,2025 at 4:30 PM.

Shane M. LeBlanc
Clerk of Court and Ex-Officio Recorder
Parish of St. James, State of Louisiana





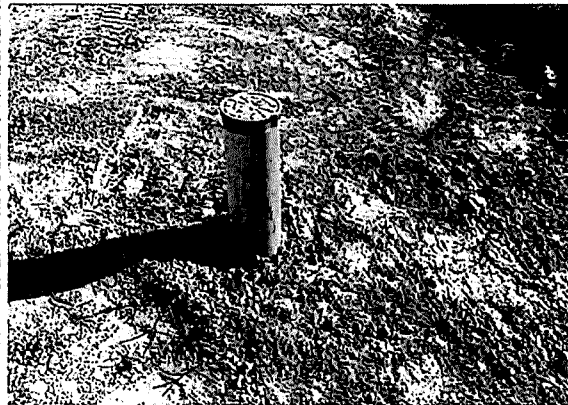
Date: November 26, 2025

RE: Judge Becnel Subdivision Gas Improvements
Punch List for Substantial Completion

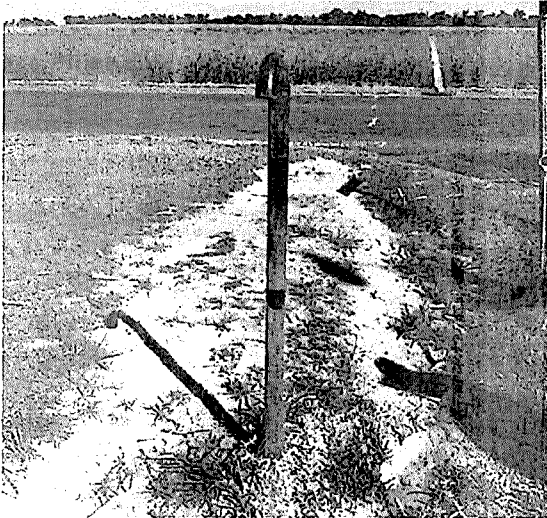
Please find below items noted based on a pay app review and site walk through held on 11/04/2025 at 1:30 p.m. This list is comprised, to the best of our knowledge, of the constructed conditions at the time of the site visit and may not be inclusive of all items needed for acceptance by the owner, local jurisdictions, or utility providers. These items are recommended to be addressed prior to final acceptance. Adequately addressing all items on this list does not relieve the contractor from the responsibility of completing all work in accordance with the Contract Documents.

General and Site Items:

1. Top of valve access covers to be lowered to match final grade elevation at both tie-in locations along LA HWY 20. Provide concrete ring protection once valve stem is set at final grade.



2. Above ground vent stacks to be painted yellow. Qty. of 3 noted in project.



3. Introduce topsoil or a similar grade material to fill void located at corner of Penn Street and Judge Becnel Ln.



4. Demolition of existing gas service main shall be completed by Feliciano Welders after city services have completed all connection swap-overs at each resident gas meter (41 total). Old gas main piping system to be purged completely gas free and abandoned in place.
5. Provide batch ID numbers for all pipe and materials used on the project.
6. Provide as-built information of constructed improvements to owner for their records.

End of Punch List

The following resolution was offered and moved for adoption by Council _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION APPROVING THE APPOINTMENT OF A DIRECTOR AND AN ALTERNATE DIRECTOR TO REPRESENT ST. JAMES PARISH, STATE OF LOUISIANA, ON THE BOARD OF DIRECTORS OF THE LOUISIANA MUNICIPAL NATURAL GAS PURCHASING AND DISTRIBUTION AUTHORITY, AS PROVIDED BY CHAPTER 10-B OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950

WHEREAS, St. James Parish, State of Louisiana, is a member of the Louisiana Municipal Natural Gas Purchasing and Distribution Authority (LMGA), in accordance with Act 658 of 1987; and,

WHEREAS, pursuant to Section 45.46.2, the governing authority of St. James Parish, desires to approve the appointment of a Director to the Authority and to approve the appointment of an Alternate Director to act in the absence of the Director.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, the governing authority of St. James Parish, State of Louisiana, acting in such capacity:

Section 1. That pursuant to the Act, the appointment of Parish President Peter Dufresne to serve as a Director of the Authority for a term of four (4) years from the date hereof is approved and that the appointment of Ryan Larousse Assistant Director of Operations to serve as an alternate Director, for like term, to act in the absence of the director is approved.

Section 2. That this resolution shall take effect immediately.

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO APPLY FOR AND EXECUTE ALL DOCUMENTATION FOR FUNDING FROM THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT, LOCAL GOVERNMENT ASSISTANCE PROGRAM

WHEREAS, funding is available to the Parish from Local Government Assistance Program through the Office of Community Development; and,

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that Parish President Peter Dufresne is hereby authorized to prepare an application under the Local Government Assistance.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the St. James Parish Council that Parish President Peter Dufresne be and he is hereby authorized to negotiate terms, contracts, and conditions that he may deem necessary for said application or contracts and to execute said documents on behalf of the St. James Parish Council.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO APPLY FOR AND EXECUTE ALL DOCUMENTATION FOR FUNDING FROM THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT, COMMUNITY WATER ENRICHMENT FUND PROGRAM FOR FUNDING TOWARDS SERVICE PUMPS, MOTORS AND AIR COMPRESSOR FOR THE EAST AND WEST BANK WATER TREATMENT PLANTS

WHEREAS, funding is available to the Parish from Local Government Assistance Program through the Office of Community Development; and,

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that Parish President Peter Dufresne is hereby authorized to prepare an application under the Community Water Enrichment Fund Program for funding towards service pumps, motors and air compressor at the East and West Bank water treatment plants.

BE IT FURTHER RESOLVED, by the St. James Parish Council, that Parish President Pete Dufresne be and he is hereby authorized to negotiate terms, contracts, and conditions that he may deem necessary for said application or contracts and to execute said documents on behalf of the St. James Parish Council.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN AND EXECUTE A CONTRACT WITH MCKIM & CREED, INC. FOR PROFESSIONAL SERVICES

WHEREAS, St. James Parish desires to enter into a professional services contract with McKim & Creed, Inc. for ongoing and future projects within the Parish of St. James; and,

WHEREAS, the Scope of services to be provided by the provider may be entered as a scope document, task order, or written proposal signed by both parties.

WHEREAS, the total value of this contract shall not exceed \$500,000.00

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract with McKim & Creed Inc. for professional services in accordance with the terms of the contract.

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this ____ day of _____, 2026,

St. James Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of St. James;

And

McKim & Creed Inc., qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

1. SCOPE OF SERVICES

A. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit "A" and made a part hereof as if written herein in full. All work shall be under the direction of **Ryan Larousse**, of the Operations Department, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him/her, and all approvals and administration of this contract shall be through him/her.

B. The compensation to the Provider for these services shall not exceed **\$500,000.00**.

2. TERM OF CONTRACT

A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Parish and the Provider agree in writing to another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of (3) years starting _____

B. This Professional Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the **Parish** originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. Notwithstanding any Section hereinafter, there will be retention of all related records:

(1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.

A. The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.

- (2) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (3) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- E. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- F. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- G. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- H. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD. Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Owner. The Scope shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the Operations DEPARTMENT for review and approval:
 - St. James Parish Government
 - P.O. Box 106
 - Convent, LA 70723
 - a. All invoices must describe the Parish Project.
 - b. All billings by Provider for services rendered shall be submitted in writing.
 - c. Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess

- of \$250.00 shall constitute grounds for denial of payment.
- d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.
 - e. Provider agrees to comply with the instructions when submitting invoices.
 - f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

5. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be

assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

6. BUDGET LIMITATION

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.
- C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish

may examine the policies at any time.

- B. All policies and certificates of insurance shall contain the following clauses:
1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
 3. Business Automobile Liability Insurance with a Combined Single Limit of

\$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
 5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
 6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James, the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
 7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

8. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes

of action which result wholly or partially from the negligent conduct of the Provider.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.
- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or

incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.

- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the Parish.
5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties

agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.

- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to

race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including,

but not limited to, accounting fees and legal fees, in defending itself against any such liability.

- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. James: Office of the Parish President
P.O. Box 106
Convent, LA 70723

Provider: McKim & Creed, Inc.
1022 S. Pupera Ave.
Gonzales, LA 70737

14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

WITNESSES

Title: Parish President

St. James Parish Government

Date: _____

Title: _____

Name: _____

Date: _____

The following resolution was offered and moved for adoption by Councilman _____ and seconded by Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION APPROVING THE SYSTEM SURVEY AND COMPLIANCE QUESTIONNAIRE FOR THE FINANCIAL AND COMPLIANCE AUDIT OF ST. JAMES PARISH GOVERNMENT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025.

WHEREAS, a System Survey and Compliance Questionnaire is to be completed as a required part of financial and compliance audits for Louisiana governmental units; and.

WHEREAS, the System Survey and Compliance Questionnaire is to be used by the audit firm for the purpose of expressing an opinion as to fair presentation of the Parish's financial statements, assess the Parish's system of internal control structure, and review the Parish's compliance with applicable laws and regulations;

NOW, THEREFORE, BE ET RESOLVED by the St. James Parish Council, that:

SECTION 1. The System Survey and Compliance Questionnaire which has been completed for the financial and compliance audit of the St. James Parish Government for the fiscal year ended December 31, 2025 is hereby approved as presented.

SECTION 2. The System Survey and Compliance Questionnaire is to be submitted to the audit firm engaged for the purpose of testing the accuracy of the responses in said questionnaire.

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

**LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Michael J Waguespack, CPA
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Government Agencies)**

_____ (Date Transmitted)

Eisneramper _____ (CPA Firm
Nam8550 United _____ (CPA Firm Address)
Baton Rouge, LA 70809 _____ (City,
State Zip)

In connection with your audit of our financial statements as of December 31, 2025 _____ and for _____ for the period ending December 31, 2025 _____ (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of February 19th, 2025 _____ (date completed/date of the representations).

PART I. AGENCY PROFILE

1. Name and address of the organization.

St James Parish Government

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

20,000

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

Attached

4. Period of time covered by this questionnaire.

12-01-25 – 12-31-25

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Home rule charter approved by public referendum on July 27, 1979

6. Briefly describe the public services provided.

General local government services

7. Expiration date of current elected/appointed officials' terms.

12/31/2027

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$250,000 have been publicly bid.

B) All material and supply purchases exceeding \$60,000 have been publicly bid.

Yes [x] No [] N/A []

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [x] No [] N/A []

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [x] No [] N/A []

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or

equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes] No [] N/A []

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [] No [] N/A []

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [] No [] N/A []

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes] No [] N/A []

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [] No [] N/A []

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes] No [] N/A []

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [] No [] N/A []

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [] No [] N/A []

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [] No [] N/A []

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [] No [] N/A []

19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.

Yes No N/A

PART VI. MEETINGS

20. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes No N/A

PART VII. ASSET MANAGEMENT LAWS

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes No N/A

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes No N/A

PART IX. DEBT RESTRICTION LAWS

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes No N/A

24. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes No N/A

25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes No N/A

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes No N/A

27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes No N/A

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes No N/A

PART XI. ISSUERS OF MUNICIPAL SECURITIES

29. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes No N/A

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

30. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [] No [] N/A []

School Boards

31. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes [] No [] N/A []

32. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [] No [] N/A []

33. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [] No [] N/A []

Tax Collectors

34. We have complied with the general statutory requirements of R.S. 47.

Yes [] No [] N/A []

Sheriffs

35. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [] No [] N/A []

36. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [] No [] N/A []

District Attorneys

37. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [] No [] N/A []

Assessors

38. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [] No [] N/A []

39. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [] No [] N/A []

Clerks of Court

40. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [] No [] N/A []

Libraries

41. We have complied with the regulations of the Louisiana State Library.

Yes [x] No [] N/A []

Municipalities

42. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes [x] No [] N/A []

43. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes [x] No [] N/A []

44. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes [x] No [] N/A []

Airports

45. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes [] No [] N/A []

46. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes [] No [] N/A []

47. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes [] No [] N/A []

48. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes [] No [] N/A []

Ports

49. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.

Yes [] No [] N/A []

50. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [] No [] N/A []

51. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [] No [] N/A []

52. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [] No [] N/A []

53. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [] No [] N/A []

Sewerage Districts

54. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes [] No [] N/A []

Waterworks Districts

55. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes [] No [] N/A []

Utility Districts

56. We have complied with the statutory requirements of R.S. 33:4161-4546.21.
Yes [] No [] N/A []

Drainage and Irrigation Districts

57. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.
Yes [] No [] N/A []

Fire Protection Districts

58. We have complied with the statutory requirements of R.S. 40:1491-1509.
Yes [x] No [] N/A []

Other Special Districts

59. We have complied with those specific statutory requirements of state law applicable to our district.
Yes [] No [] N/A []

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

Secretary _____ Date

Treasurer _____ Date

President _____ Date

The following resolution was offered and moved for adoption by Councilman ____ and seconded by _____.

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO
ACCEPT THE BID AND ENTER INTO A CONTRACT WITH BARRIERE
CONSTRUCTION CO., LLC., FOR THE BUDDY WHITNEY CANAL
IMPROVEMENTS PROJECT**

WHEREAS, St. James Parish desires to enter into public works/construction contract with Barriere Construction Co., LLC., as the lowest bidder for the Buddy Whitney Canal Improvements project; and,

WHEREAS, the total cost of this contract shall not exceed \$1,970,440.00.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that Parish President Peter Dufresne is hereby duly authorized and empowered, on behalf of the St James Parish Council to execute a contract with Barriere Construction Co., LLC. for the Buddy Whitney Canal Improvements Project.

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary



February 10, 2026

Mr. Rick Webre
St. James Parish
Director of Operations
5800 Highway 44, 3rd Floor
Convent, LA 70723

RE: **Recommendation to Accept Bid**
Buddy Whitney Canal Improvements
HTC #24-177T6

Mr. Webre,

In reference to the Bid opening on February 3, 2026, for the Buddy Whitney Canal Improvements, Barriere Construction Co., LLC was recognized as the apparent low bidder. Barriere Construction Co., LLC's Bid has been reviewed and found to be submitted in accordance with the Project's Contract documents and Public Bid Law requirements. They hold an active Contractor license, the company is in good standing with the Secretary of State filings, and the company has provided evidence of previous similar work experience in South Louisiana.

Therefore, we recommend acceptance of the Base bid plus Alternate 1 bid amount plus Alternate 2 bid amount, as submitted by Barriere Construction Co., LLC, for the total lump sum amount of \$1,970,440.00.

If you have any questions or comments, please do not hesitate to reach out to my office.

Thanks,

High Tide Consultants, LLC

Scott Poirrier, PE
Principal

MASTER CONTRACT
for
PUBLIC WORKS CONSTRUCTION
(Buddy Whitney Canal Improvements)

BE IT KNOWN that on this ____ day of _____, 2026

St. James Parish Government, by and through the office of the Parish President (hereinafter sometimes referred to as the "OWNER"), as approved by Resolution adopted by the Parish Council of St. James on this ____ day of _____, 2026.

And

Barriere Construction Co., LLC. qualified to do and doing business in this State and OWNER (hereinafter referred to as "CONTRACTOR") and authorized to enter into this contract.

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF SERVICES/WORK

A. CONTRACTOR shall complete all WORK as specified or indicated in the Contract Document Exhibit A in conjunction with:

Buddy Whitney Canal Improvements

B. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as an Exhibit and made a part hereof as if written herein in full. All work shall be under the direction of Dustin Falgoust, herein after called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

C. The compensation to the Provider for these services shall be set out in the attached scope document, Task Order, or written proposal signed by both parties to this contract.

D. There will be absolutely no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever. In each case, the work is initiated only upon receipt of a written work order from the PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

- A. The Work will be substantially completed within 240 calendar days from the date identified on the Notice to proceed.
- B. The Notice to Proceed shall be issued within ten (10) days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.
- C. This construction contract shall remain in full force and effect until all work has been completed and accepted by OWNER and all payments required to be made to Contractor.
- D. However, this contract may be terminated for any of the following:
 - 1. As per the terms and conditions of Paragraph 15 and/or
 - 2. As per operation of law, and/or
 - 3. As per agreement between the parties, and/or
 - 4. As per the OWNER Charter.

3. ENGINEER

A. The Drawings have been prepared by High Tide Consultants, LLC. who is hereinafter call ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. PROJECT SCHEDULE

A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where WORK is being performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will

be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to (*dustin.falgoust@stjamesla.com*) and (*ryan.larousse@stjamesla.com*) and other contacts including testing company that is a team for member for the project.

- B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$100.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

5. LIQUIDATED DAMAGES

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in section 2 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **five hundred dollars (\$500.00) Dollars** for each day that expires after the time specified in section 2 for Substantial Completion until the Work is substantially complete.

6. **CONTRACT PRICE**

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to adjustment as provided in the Contract Documents or amendments thereto. This is unit price contract based on the estimated quantities and unit cost awarded with an estimated total of \$1,970,440.00.

7. **PAYMENT PROCEDURES**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- B. Invoices for services shall be submitted by CONTRACTOR to the Operations Department for review and approval:

St. James Parish Government
P.O. Box 106
Convent, LA 70723

- C. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by the project manager, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unite Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Payment will be made on work that that been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.

- D. Pursuant to La. R.S. 38:2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.

- E. **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B) (13). OWNER shall pay the remainder of the Contract Price as recommended by

ENGINEER.

- F. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the OWNER.
- G. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said CONTRACTOR'S obligation and identified under Federal Tax Identification Number as listed in the Scope.
- H. The OWNER agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The OWNER will pay CONTRACTOR the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the OWNER shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the OWNER disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the OWNER may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. OWNER agrees to not unreasonably withhold payments of any invoice.
- I. Other than the fee schedule herein, there will be absolutely no additional fees due CONTRACTOR to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

8. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents. Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- D. CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. CONTRACTOR Quote Documents
- b. Agreement
- c. Notice of Award
- d. Notice to Proceed
- e. Technical Specifications prepared by engineer
- f. Standard General Conditions
- g. Drawings prepared by engineers

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications & contract document.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the CONTRACTOR. CONTRACTOR has the duty to and must confirm and verify all information contained therein.
- D. Construction Documents. The CONTRACTOR shall use the most current versions of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the CONTRACTOR but shall

remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- (1) All records, reports, documents and other material delivered or transmitted to CONTRACTOR by OWNER shall remain the property of OWNER, and shall be returned by CONTRACTOR to OWNER, at CONTRACTOR'S expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of OWNER, and shall be returned by CONTRACTOR to OWNER, at CONTRACTOR'S expense, at termination or expiration of this contract.
- (2) The OWNER and CONTRACTOR acknowledge and agree that the OWNER has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the OWNER copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or OWNER related to this contract.
- (3) CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the OWNER.
- (4) CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the OWNER for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved, close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the OWNER. In the event the CONTRACTOR goes out of existence, it shall turn over to the OWNER all of its records relating to this contract to be retained by the OWNER for the required period of time.

F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR

invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

- G. The OWNER agrees not to use CONTRACTOR'S work product on any other project without the express written notice to the CONTRACTOR.
- H. All of CONTRACTOR'S pre-existing or proprietary computer programs, software, information, standard details or material developed by CONTRACTOR outside of this agreement shall remain the exclusive property of the CONTRACTOR.

11. NON-ASSIGNABILITY

- A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the OWNER, provided however, that claims for money due or to become due to the CONTRACTOR from the OWNER under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. BUDGET LIMITATION

- A. It is the responsibility of the CONTRACTOR to advise the OWNER in advance if contract funds or contract terms may be insufficient to complete contract objectives. CONTRACTOR understands and specifically warrants that it assumes the sole responsibility to advise the OWNER in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the OWNER understands that the CONTRACTOR has no control over costs and price of labor, equipment or materials or over the general CONTRACTOR'S method of pricing, and that the opinion of probable costs provided herein are made on the basis of the CONTRACTOR'S qualifications and experience.

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the OWNER from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the OWNER and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the OWNER of St. James, in writing, on all of the required coverage provided to St. James OWNER. Where possible, all policies and notices should name the CONTRACTOR and OWNER. The OWNER may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The CONTRACTOR'S insurers will have no right of recovery or subrogation against the OWNER of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.
 3. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.
- C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the OWNER of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements where applicable.
5. All policies of insurance shall meet the requirements of the OWNER of St. James prior to the commencing of any work. The OWNER of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the OWNER of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER of St. James, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the OWNER for approval and submit a certificate thereof as provided above. The OWNER agrees to not unreasonably withhold approval of any insurance carrier selected by CONTRACTOR. In the event that OWNER cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the OWNER. In the event that the second submission is insufficient or is not approved, then the OWNER shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR'S fee the cost of such insurance.
6. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such

insurance as above provided, this contract, at the election of the OWNER of St. James, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.

7. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the OWNER is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the OWNER President or the OWNER Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the OWNER of St. James on an annual basis or as may be reasonably requested.

14. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The CONTRACTOR shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a CONTRACTOR, including but not limited to those that may be required by this State and/or OWNER. The CONTRACTOR agrees to renew and or keep current all licenses and commissions herein. The CONTRACTOR agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the OWNER.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan. In the event the OWNER must have work done by change order or addition resulting from an error or omission by the CONTRACTOR, CONTRACTOR shall provide, at no cost to OWNER, all professional services attributable to the change order. This is in addition to OWNER's right to recover from CONTRACTOR any damages for its errors and omissions.
- C. The CONTRACTOR shall defend, indemnify, and hold the OWNER harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities,

judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct of the CONTRACTOR.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between OWNER and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the OWNER of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the CONTRACTOR modifies the OWNER's contract documents without the expressed prior written consent of the OWNER, the CONTRACTOR shall indemnify and hold harmless the OWNER from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the OWNER but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the OWNER as a result of the CONTRACTOR'S deviation from the OWNER's contract documents.
- H. CONTRACTOR agrees to a covenant against contingent fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.

- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "OWNER" and "the OWNER of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the OWNER but that the OWNER may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the OWNER and other parties who have engaged CONTRACTOR, the CONTRACTOR agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the OWNER, nor will CONTRACTOR take any action on behalf of the OWNER directly adverse to any other client.
- P. CONTRACTOR warrants that CONTRACTOR is qualified to perform the intended purposes of this agreement. In the event that CONTRACTOR becomes not fit nor qualified for any reason whatsoever, then CONTRACTOR agrees to withdraw from work herein at no cost to the OWNER. In the event that the OWNER determines that CONTRACTOR is not suited for OWNER purposes or otherwise fails to represent OWNER policies to the satisfaction of the OWNER, then CONTRACTOR agrees to withdraw from this agreement.

- Q. CONTRACTOR specifically agrees and understands that CONTRACTOR shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. CONTRACTOR agrees to ensure that its personnel are, at all times, educated and trained, and further, that CONTRACTOR and its personnel will perform all work and services in a workmanlike and professional manner.
- S. CONTRACTOR recognizes and understands that time is of the essence. CONTRACTOR agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. CONTRACTOR shall be responsible for any and all losses and damages suffered or incurred by the OWNER, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all OWNER employee time, and any other expenditure by the OWNER to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the OWNER in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.
- U. CONTRACTOR agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & off-site office work. CONTRACTOR further agrees that OWNER will not be responsible for or in any way liable for CONTRACTOR'S payroll costs, indirect or direct expenses, overhead, or any other amounts associated with CONTRACTOR'S business other than the specific fees & costs generated under the terms of this agreement.

15. TERMINATION AND SUSPENSION

A. Termination for Cause

The OWNER may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that the OWNER shall give the CONTRACTOR written notice specifying the failure. If within thirty (30) days after receipt of such notice, the CONTRACTOR shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the OWNER may, at its sole and exclusive option, place the CONTRACTOR in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the OWNER and specifically supervised by the OWNER. Any work performed by CONTRACTOR

during this period without the actual knowledge of the OWNER and not under the supervision of the OWNER shall not be compensated nor honored; CONTRACTOR specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the OWNER of any work performed during this period in violation of this paragraph. CONTRACTOR agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the OWNER.

B. Termination for Convenience

Notwithstanding any other section herein, the OWNER may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel

(1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the OWNER. If the OWNER fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of OWNER President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the OWNER.

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the CONTRACTOR'S failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the CONTRACTOR.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the OWNER.

5. A Stop Work Order can be immediately issued by the OWNER if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the CONTRACTOR shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the CONTRACTOR shall deliver to the OWNER all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR'S personal and administrative files.
- G. Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the OWNER to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the OWNER of thirty (30) day notice in writing to that effect. CONTRACTOR shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the OWNER by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the OWNER at any time herein.
- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by CONTRACTOR, CONTRACTOR agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the OWNER shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that CONTRACTOR is placed in any chapter

of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the OWNER. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to OWNER shall be deemed forfeited.

16. AUDITORS

Notwithstanding other Sections herein, CONTRACTOR shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the OWNER Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of CONTRACTOR which relate to this contract. Such audit may be commenced at any reasonable time. CONTRACTOR agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the OWNER that CONTRACTOR delays, retards, interferes with or otherwise interrupts such an audit, the OWNER may seek such relief as per law. In such an event, CONTRACTOR agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

17. DISCRIMINATION CLAUSE

CONTRACTOR agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. CONTRACTOR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. CONTRACTOR agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. CONTRACTOR warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that CONTRACTOR'S employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

18. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an employee of the OWNER. The OWNER shall not be obliged to any person, firm or corporation for any obligations of the CONTRACTOR arising from the performance of its services under this agreement. The CONTRACTOR shall not be authorized to represent the OWNER with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the OWNER.
- A. CONTRACTOR hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the OWNER harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the OWNER's treatment of CONTRACTOR as independent contractor.
- B. CONTRACTOR further agrees to reimburse OWNER for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- C. CONTRACTOR agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make CONTRACTOR an employee of the OWNER nor create a partnership between CONTRACTOR and the OWNER.
- D. CONTRACTOR acknowledges exclusion of Workmen's Compensation Coverage. CONTRACTOR acknowledges of the exclusion of Unemployment Compensation coverage.
- E. CONTRACTOR agrees to a waiver of any and all sick and annual benefits from the OWNER. It is expressly agreed and understood between the parties entering into this personal service contract, that CONTRACTOR, acting as an independent agent, shall not receive any sick and annual leave from the OWNER.

19. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. James: Operations Department
P.O. Box 106
Convent, LA 70723

Contractor: Barriere Construction Co., LLC
308 Woodland Drive
Laplace, LA 70068

20. AUTHORITY TO ENTER CONTRACT

The undersigned representative of CONTRACTOR warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The OWNER shall require, as an additional provision, that CONTRACTOR provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that CONTRACTOR is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

Witness:

Title: Parish President

St. James Parish Government


Date: _____

Witness:

Title :
Barriere Construction Co., LLC
License No. 6276
Date: _____

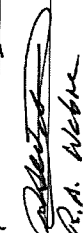
St. James Parish
Buddy Whitney Canal Improvements

Bid Opening
2/3/2026 @ 2:00 PM

Contractor Firm Name	Contractor License #	Authority to Sign document present	Bid Bond Included	Acknowledge Addendum 1 & 2	Base Bid Amount	Alternate #1 Bid Amount	Alternate #2 Bid Amount
Jim Toy-S Contracting	69929	✓	✓	✓	\$ 1,352,333.00	\$ 474,317.00	\$ 712,842.00
RAM J Construction	52880	✓	✓	✓	\$ 1,899,639.00	\$ 660,300.00	\$ 1,283,725.00
Byron E. Talbot	12198	✓	✓	✓	\$ 1,725,387.00	\$ 570,933.00	\$ 877,743.00
Korts Construction LLC	49356	✓	✓	✓	\$ 1,565,251.00	\$ 494,109.00	\$ 787,384.00
Barriere Con Corp	6276	✓	✓	✓	\$ 1,112,246.00	\$ 336,600.00	\$ 521,594.00
Hard Rock Construction	24901	✓	✓	✓	\$ 1,603,331.00	\$ 508,980.00	\$ 800,638.00
Presision Construction	69192	✓	✓	✓	\$ 1,636,661.00	\$ 552,553.00	\$ 857,137.00
Cycle Con. Company	36961	✓	✓	✓	\$ 2,073,833.00	\$ 679,038.00	\$ 1,071,675.00
LA Contracting Ent	34263	✓	✓	✓	\$ 2,454,000.00	\$ 811,500.00	\$ 1,218,000.00
On Shore Materials	48869	✓	✓	✓	\$ 1,546,460.00	\$ 529,373.00	\$ 823,250.00
Buck Town Contractors	28190	✓	✓	✓	\$ 1,595,500.00	\$ 515,500.00	\$ 818,700.00
Last Item							
							
R.A. Nelson							
2-3-26							

St. James Parish
Buddy Whitney Canal Improvements

Bid Opening
2/3/2026 @ 2:00 PM

Contractor Firm Name	Contractor License #	Authority to Sign document present	Bid Bond Included	Acknowledge Addendum 1 & 2	Base Bid Amount	Alternate #1 Bid Amount	Alternate #2 Bid Amount
Jim Toy-S Contracting	69429	✓	✓	✓	\$ 1,352,333.00	\$ 474,317.00	\$ 712,842.50
RAM J Construction	52880	✓	✓	✓	\$ 1,899,639.00	\$ 660,300.00	\$ 1,233,725.00
Byron E. Talbot	12178	✓	✓	✓	\$ 1,725,387.50	\$ 570,933.75	\$ 877,743.75
Korts Construction LLC	49356	✓	✓	✓	\$ 1,565,251.00	\$ 494,109.00	\$ 787,334.75
Barriere Co. Corp	6276	✓	✓	✓	\$ 1,112,246.00	\$ 336,600.00	\$ 521,594.00
Hard Rock Construction	24901	✓	✓	✓	\$ 1,603,331.00	\$ 508,980.75	\$ 800,638.00
Precision Construction	69192	✓	✓	✓	\$ 1,634,661.00	\$ 552,553.00	\$ 859,137.00
Cycle Con. Company	36961	✓	✓	✓	\$ 2,073,833.00	\$ 679,038.00	\$ 1,071,675.00
LA Contracting Ent	34263	✓	✓	✓	\$ 2,454,000.00	\$ 811,500.00	\$ 1,218,000.00
On Shore Materials	48869	✓	✓	✓	\$ 1,546,460.00	\$ 529,373.00	\$ 823,250.00
Buck Town Contractors	28190	✓	✓	✓	\$ 1,595,500.00	\$ 515,500.00	\$ 818,700.00
					/ least item /		
					 R.A. Weber 2-3-26		

The following resolution was offered and moved for adoption by Councilman ____ and seconded by_____.

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A. RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO ACCEPT THE BID AND ENTER INTO A (IDIQ) CONTRACT WITH MATERIAL RESOURCES, INC., FOR THE 2026-2028 ROAD PRESERVATION PROJECT

WHEREAS, St. James Parish desires to enter into Indefinite Delivery/Indefinite Quantities contract with Material Resources, Inc. as the lowest bidder for the 2026-2028 Road Preservation project; and,

WHEREAS, the total cost of this contract shall not exceed \$1,087,550.00.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that Parish President Peter Dufresne is hereby duly authorized and empowered on behalf of the St James Parish Council to execute a contract with Material Resources Inc. for the 2026 - 2028 Road Preservation Project.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary



BID TABULATION FOR DEPARTMENT OF OPERATIONS
Bid Description: Asphaltic Concrete Pavement Preservation 2026-2028
 Bid Opening: January 22, 2026 @ 2:00 pm

Name of Bidder: **Material Resources, Inc.**
 Contractor's License Number: **37294**
 Bid Bond: ✓
 Authority to Sign: ✓
 Corporate Resolution: ✓
 Acknowledge Addendum: ✓

Ref.	Description	Qty	Unit of Measure	Unit Price	Unit Price Extension
NO. 1	Texture Bituminous Surface Treatment (single application)	50,000	SY	\$3.50	\$175,000.00
NO. 1A	Texture Bituminous Surface Treatment (double application)	15,000	SY	\$5.00	\$75,000.00
NO. 2	Cleaning and Sealing Existing Cracks in Asphalt Pavement	125,000	LF	\$0.85	\$106,250.00
NO. 2A	Cleaning and Sealing Existing Joints in Concrete Pavement	5,000	LF	\$2.25	\$11,250.00
NO. 3	Asphalt Rejuvenator Surface Treatment	35,000	SY	\$1.45	\$50,750.00
NO. 4	High Polymer Fog Sealing Asphalt Pavement	20,000	SY	\$1.00	\$20,000.00
NO. 4A	High Polymer Fog Sealing (double application)	12,000	SY	\$2.85	\$34,200.00
NO. 4B	High Polymer Fog Seal with Aggregate	12,000	SY	\$3.25	\$39,000.00
NO. 5	Mobilization (For Task Orders Less than \$25,000)	5	EA	\$2,500.00	\$12,500.00
NO. 6	Mobilization (For Task Orders Greater than \$25,000 and Less than \$200,000)	5	EA	\$2,500.00	\$12,500.00
NO. 7	Mobilization (For Task Orders Greater than \$200,000)	5	EA	\$2,500.00	\$12,500.00
NO. 8	Annual Parish Road Assessment Report	1	EA	\$20,000.00	\$20,000.00
NO. 9	Temporary Signs and Barricades (For Task Orders Less than \$25,000)	5	EA	\$1,200.00	\$6,000.00
NO. 10	Temporary Signs and Barricades (For Task Orders Greater than \$25,000 and Less than \$200,000)	5	EA	\$1,200.00	\$6,000.00
NO. 11	Temporary Signs and Barricades (For Task Orders Greater than \$200,000)	5	EA	\$1,200.00	\$6,000.00
NO. 12	Temporary ReflectORIZED Raised Pavement Markers	1	Mile	\$800.00	\$800.00
NO. 13	Temporary Pavement Marking (Tape) (Broken Line) (4" Width, 40' Centers)	3	Mile	\$800.00	\$2,400.00
NO. 14	Roadway Edge Grass Removal	15,000	LF	\$0.50	\$7,500.00
NO. 15	Cleaning and Sealing Large Cracks with Fiber Reinforced Polymer Patching	84,000	Pound	\$4.00	\$336,000.00
NO. 16	SME-PS Penetrant Sealer	25	Gallon	\$160.00	\$4,000.00
NO. 17	MPC Concrete Repairs	250	Cubic Foot	\$500.00	\$125,000.00
NO. 18	MPC Concrete Joint Headers	100	LF	\$235.00	\$23,500.00
NO. 19	Concrete Spall Flexible Repair	200	Pound	\$7.00	\$1,400.00
TOTAL BASE BID				\$1,087,550.00	

**MASTER CONTRACT for INDEFINITE DELIVERY / INDEFINITE QUANTITY
(IDIQ) PROFESSIONAL SERVICES**

(2026-2028 ROAD PRESERVATION)

BE IT KNOWN that on this ____ day of _____, 2026,

St. James Parish Government, by and through the Office of the Parish President (hereinafter referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of St. James Parish;

AND

Material Resources Inc., a professional services firm qualified to do and doing business in the State of Louisiana and authorized to enter into this Contract (hereinafter referred to as the "Provider");

do hereby enter into this Master IDIQ Professional Services Contract under the following terms and conditions:

NOTE: This Contract governs the relationship and rights between the Parties. In the event of any conflict between this Contract and any other document, this Contract shall control.

1. SCOPE OF SERVICES (IDIQ)

- A. This Contract is an Indefinite Delivery / Indefinite Quantity (IDIQ) professional services agreement. The Parish may request services from the Provider on an as-needed basis during the term of this Contract. No minimum quantity of services is guaranteed.
- B. Specific services shall be authorized only through written Task Orders issued by the Parish and accepted by the Provider. Each Task Order shall define, at a minimum, the scope of services, schedule, compensation method (hourly or lump sum), and a not-to-exceed amount.
- C. Each Task Order, once fully executed, shall be incorporated into and governed by the terms of this Master Contract.
- D. All work shall be performed under the direction of the Parish-designated Project Manager.
- E. The aggregate compensation payable under this Contract, including all Task Orders, shall not exceed One million eighty seven five hundred fifty dollars and zero cents (**\$1,087,550.00**)

2. TERM OF CONTRACT

- A. The term of this IDIQ Contract shall be three (3) years commencing on _____, unless terminated earlier in accordance with this Contract.
- B. Task Orders may not extend beyond the term of this Contract unless expressly authorized in writing by the Parish.

3. TASK ORDERS

- A. Task Orders shall be issued at the sole discretion of the Parish.
- B. The Parish reserves the right to issue Task Orders to one or more qualified Providers holding IDIQ contracts or to perform the work internally.
- C. The Provider shall not commence work until a Task Order is fully executed.

4. DOCUMENTS AND OWNERSHIP

All documents, data, plans, drawings, reports, and work products produced under any Task Order shall be the property of the Parish, subject to applicable Louisiana law regarding professional work product reuse.

5. COMPENSATION AND PAYMENT

- A. Compensation shall be as set forth in each Task Order and may be based on hourly rates, lump sum, or other mutually agreed method.
- B. Invoices shall reference the applicable Task Order number and comply with Parish invoicing requirements.
- C. Payment shall be made within thirty (30) days of receipt and approval of a proper invoice.

6. NO GUARANTEE OF WORK

This Contract does not guarantee the Provider any minimum amount of work or compensation.

7. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance as will protect it and the Parish from claims under the Workers' Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Contract. Certificates of insurance shall be furnished to the Parish prior to commencement of any work and shall provide that insurance shall not be canceled or materially changed without thirty (30) days prior written notice to the Parish.

B. All policies and certificates of insurance shall contain the following provisions:

1. The Provider's insurers shall have no right of recovery or subrogation against the Parish.
2. The Parish of St. James shall be named as an additional insured with respect to commercial general liability and automobile liability.
3. Insurance companies issuing policies shall have no recourse against the Parish for payment of premiums or assessments.
4. Any deductibles shall be assumed by and be at the sole risk of the Provider.

C. Prior to execution of this Contract and prior to the issuance of any Task Order, the Provider shall provide proof of the following minimum insurance coverage by insurers authorized to do business in the State of Louisiana with an A.M. Best rating of no less than B+:

1. Workers' Compensation Insurance as required by Louisiana law, with employer's liability limits of not less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, including coverage for premises and operations, contractual liability, products and completed operations, personal injury, and broad form property damage.
3. Business Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, including coverage for owned, hired, and non-owned vehicles, and uninsured motorist coverage where applicable.
4. Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim.
5. Umbrella or excess liability insurance may be used to satisfy the minimum limits required herein.

D. All insurance policies shall be subject to review and approval by the Parish prior to commencement of any work. Failure of the Provider to maintain required insurance shall constitute grounds for suspension or termination of this Contract or any Task Order.

8. TERMINATION

A. The Parish may terminate this Contract or any Task Order for convenience upon thirty (30) days written notice.

B. Upon termination, the Provider shall be compensated only for services satisfactorily performed under authorized Task Orders prior to termination.

9. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an employee of the Parish.

10. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Louisiana. Venue shall lie exclusively in the 23rd Judicial District Court for the Parish of St. James.

11. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties and may be amended only by written agreement.

ARTICLE 12 – NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall comply with all applicable federal, state, and local laws relating to nondiscrimination and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 and applicable Louisiana statutes. The Provider shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, disability, or any other protected status.

ARTICLE 13 – AUDIT AND RECORDS RETENTION The Provider shall maintain all books, records, documents, and other evidence pertaining to costs and expenses incurred under this Contract and all Task Orders for a period of not less than three (3) years following final payment. Such records shall be made available for inspection, audit, or reproduction by the Parish, the Louisiana Legislative Auditor, or any authorized representative during normal business hours.

ARTICLE 14 – TASK ORDER GOVERNANCE Each Task Order issued pursuant to this Contract shall be subject to the terms and conditions of this Master Contract. In the event of a conflict between a Task Order and this Contract, the terms of this Contract shall control unless the Task Order is expressly approved by the Parish Council.

ARTICLE 15 – TERMINATION FOR CONVENIENCE The Parish may terminate this Contract or any Task Order, in whole or in part, for convenience upon written notice to the Provider. In such event, the Provider shall be compensated only for services satisfactorily performed and accepted prior to the effective date of termination, with no entitlement to anticipated or lost profits.

ARTICLE 16 – TERMINATION FOR DEFAULT If the Provider fails to perform the Work in accordance with the Contract Documents, fails to prosecute the Work with sufficient diligence, or otherwise breaches this Contract or any Task Order, the Parish may terminate this Contract or the applicable Task Order for default upon written notice. In such event, the Parish may complete the Work by whatever method it deems expedient, and the Provider shall be liable for any costs incurred by the Parish in excess of the Contract Price.

ARTICLE 17 – SUSPENSION OF WORK The Parish may, at any time and without cause, suspend the Work or any Task Order in whole or in part for such period as it deems necessary. The Provider shall resume the Work promptly upon written notice from the Parish. No adjustment to Contract Time or compensation shall be made unless expressly authorized in writing by the Parish.

ARTICLE 18 – CONSTRUCTION-SPECIFIC PROVISIONS (ROAD PRESERVATION) The Provider acknowledges that this Contract is for road and pavement preservation activities, including asphaltic concrete preventive maintenance. All Work shall be performed in accordance with applicable Louisiana Department of Transportation and Development (LADOTD) standards, Parish specifications, traffic control requirements, and safety regulations. The Provider shall be responsible for maintaining safe traffic flow and proper signage at all times during performance of the Work.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____

WITNESSES

Title: _____
Name: _____
Date: _____

The following resolution was offered and moved for adoption by Councilman _____ and seconded Councilman _____:

**RESOLUTION 26-
ST. JAMES PARISH COUNCIL**

A RESOLUTION AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE DISTRICT 5 MULTI-PURPOSE RECREATION BUILDING RENOVATION PROJECT; PROVIDING FOR FUNDING THROUGH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT HOMETOWN REVITALIZATION AND RESILIENT COMMUNITIES INFRASTRUCTURE PROGRAM; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the St. James Parish Government has previously constructed the District 5 Multi-Purpose Recreation Building to serve as a long-term community asset for recreational, civic, educational, and emergency-related functions; and

WHEREAS, the building has not yet been placed into active public use and requires renovation, upgrades, and completion improvements in order to meet current building codes and standards, enhance structural and operational resiliency, improve ADA accessibility, and ensure safe and functional occupancy for the public; and

WHEREAS, the Parish recognizes the importance of activating this facility to provide expanded recreational programming, youth and senior services, community meeting space, workforce development opportunities, and emergency response support for the residents of District 5; and

WHEREAS, the Louisiana Office of Community Development (OCD), through its Hometown Revitalization and Resilient Communities Infrastructure Program, has awarded the Parish a construction grant in the amount of Two Million Five Hundred Ninety Two Thousand Seven Hundred Dollars (\$2,592,700.00) for the District 5 Multi-Purpose Recreation Building Renovation Project; and

WHEREAS, this investment represents a significant commitment toward strengthening public infrastructure, promoting long-term sustainability, and enhancing the overall quality of life within the Parish; and

WHEREAS, the Parish desires to proceed with the public bid process in accordance with the Louisiana Public Bid Law and all applicable federal and state grant requirements to ensure transparency, open competition, and responsible stewardship of public funds.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Office of the Parish President, is hereby authorized to advertise and take bids for the District 5 Multi-Purpose Recreation Building Renovation Project; providing funding through the Louisiana Office of Community Development Hometown Revitalization and Resilient Communities Infrastructure Program; for and otherwise providing respect thereto.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary

The following resolution was offered and moved for adoption by Councilman ___ ___ and seconded Councilman _____ :

RESOLUTION 26-- _____
ST. JAMES PARISH COUNCIL

**A RESOLUTION APPROVING VARIANCES AND CONDITIONS
FOR THE BRIAN BOURGEOIS FAMILY SUBDIVISION OF
LOT 1A OF LONGVIEW SUGAR PLANTATION,
PLANNING COMMISSION ITEM 15-01**

WHEREAS, the Family Subdivision of Lot 1A of Longview Sugar Plantation, identified as planning commission Item 15-01, was originally approved by the planning commission on January 28, 2015, but the existing plat does not comply with the subdivision regulations in Chapter 102 of the St. James Parish Code of Ordinances; and

WHEREAS, the 2015 plat was never recorded; and

WHEREAS, at its December 29, 2025 meeting, the planning commission considered the request of Brian Bourgeois to approve the plat with appropriate modifications and variances, based on Mr. Bourgeois' explanation that the purpose of the resubdivision plat was not to construct new houses on the lots created. Even though there is an existing house on one of the proposed lots, and the remaining lots are set aside for family members, there are no plans to build additional homes on those lots; and

WHEREAS, the commission recommended that the parish council approve the family subdivision, subject to the following conditions and variances:

1. The plat itself shall be revised to comply with the subdivision ordinance.
2. The subdivision requirement for a 6" waterline and installation of fire hydrants may be deferred.
3. No building permits in the subdivision may be issued until the subdivision is brought into compliance by the installation of both a waterline and hydrants, and the planning commission approves an updated plat.
4. The prohibition on building must be stated on the face of the current plat before it is recorded.

NOW THEREFOR BE IT RESOLVED by the St. James Parish Council that the planning commission's recommendation is hereby approved, based on the following findings under Section 102-13(a):

1. The variances coupled with the conditions will not be detrimental to the public safety, health, or welfare or injurious to other property because it will only affect the tract involved.
2. The request is based on a unique configuration of the property.
3. Because of the physical conditions of the specific property involved, a particular hardship to the owner would result if the strict letter of the subdivision ordinance were carried out, considering the original January 28, 2015 approval and the presence of an existing structure, coupled with the prohibition on building any future homes until a water line and hydrants are installed.
4. The variance will not in any manner vary the provisions of the master plan, coastal zone management plan, sewerage facilities regulations, the capital improvements program of the parish, or chapter 50 of the Code of Ordinances.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 18th day of February 2026.

Council Chairwoman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Tammie Bodin, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 18th day of February 2026.

Signed at Vacherie, Louisiana, this 18th day of February 2026.

(S E A L)

Tammie Bodin
Secretary