



Parish of Ascension
East Ascension Consolidated Gravity
Drainage District No. 1
www.ascensionparish.net

**EA DRAINAGE DISTRICT #1
BOARD OF COMMISSIONERS MEETING**

**April 7, 2026 - 6:00 PM
ASCENSION PARISH COURTHOUSE
607 E. Worthey Rd.
Gonzales**

AGENDA

- (1) Call To Order / Roll Call of Commissioners**
- (2) INVOCATION / PLEDGE OF ALLEGIANCE**
- (3) Public Comments Period/Additions To Agenda**
- (4) ACCEPTANCE OF MINUTES**
 - a. Acceptance of the March 10, 2026, EA Drainage Meeting minutes.
- (5) Chairman's Report / Announcements**
- (6) GENERAL BUSINESS**
 - a. Approval of the Renewal of Master Contract for Professional Services with Aiden Homes, LLC, for the Sandbagging and Delivery Services to Various Locations. This contract is to be renewed for one year. The contract amount shall not exceed \$345,000.00. (Jade Robin, Director, Drainage Operations)
 - b. Approval of the lowest responsive quote from 2H&B in an amount not to exceed \$249,649.00 for the Alligator Bayou Shredding project, and allow the Parish president to enter a contract for these services. (Director, Drainage Capital Projects, Ron Savoy)
 - c. Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Conway Regional Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along both sides of Highway 941 (LA-941) & along Highway 44 (LA-44) (Ron Savoy, Director, Drainage Capital Projects)
 - d. Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Lower Bayou Conway Drainage Improvements Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing

flood damages in Bayou Conway watershed along Main St. and Conway St.in Sorrento (Ron Savoy, Director, Drainage Capital Projects)

- e. Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for the Callebasse Channelization & Crossing Improvements project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along Highway 621 (LA-621), just west of the confluence between Callebasse and Black Bayou. Flooding occurs on both sides of LA-621 in and around both North Burnside Avenue and Parent Road, and along Braud Road near Airline Highway; and providing for the necessary documentation of said flood damages (Ron Savoy, Director, Drainage Capital Projects)
- f. Approval of a resolution- Authorizing a joint undertaking between the Parish of Ascension and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension- to plan, finance, construct, acquire, and/or improve public projects, sewer collection and treatment facilities, and obtain necessary servitude, right of way, easements and other property rights with in the Parish of Ascension (Blaine Petite, EACGDD#1 Chairman)
- g. Approval of Local Service Agreement between the Parish of Ascension and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension- to plan, finance, construct, acquire, and/or improve public projects, sewer collection, and treatment facilities, and obtain necessary servitude, rights of way, easements, and other property rights within the Parish of Ascension. (Blaine Petite, EACGDD#1 Chairman)
- h. Approval to enter into a Cooperative Endeavor Agreement by and between the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana and National Water Infrastructure, LLC. for the purpose of constructing a Regional Sewerage Collection and Treatment System and to allow National Water Infrastructure, LLC. to utilize the East Ascension Consolidated Gravity Drainage District No. 1's process for the use of quick take procedures. (Blaine Petite, EACGDD#1 Chairman)

(7) Adjourn

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Description: Acceptance of the March 10, 2026, EA Drainage Meeting minutes.

ATTACHMENTS:

1. EACGDD#1 Meeting Minutes [EACGDD#1 Meeting Minutes.pdf](#)

**EAST ASCENSION CONSOLIDATED GRAVITY DRAINAGE
DISTRICT NO. 1 BOARD OF COMMISSIONERS' MEETING**

The meeting of the East Ascension Consolidated Gravity Drainage District #1 Commission was held on Tuesday, March 10, 2026, at the Ascension Parish Court house. The meeting started at approximately 6:04p.m.

Chairman Petite called the meeting to order and announced all commissioners who were in attendance or absent.

Members Present: Chairman Blaine Petite, Vice-Chairman Todd Varnado and Commissioners Oliver Joseph, Joel Robert, Travis Turner, Brett Arceneaux, Brian Hillensbeck, Pam Alonso, Dennis Cullen, Jenn Defrances

Members Absent: Commissioner Chase Melancon

The invocation was led by Commissioner Oliver Joseph followed by the Pledge of Allegiance that was recited by all present.

Public Comments Period/ Additions to Agenda:

Chairman Petite opened the floor for public comments and instructed those wishing to speak to present a card to the secretary.

Acceptance of Minutes:

There was a motion made by Vice-Chairman Todd Varnado to accept the February 10, 2025, East Ascension Drainage minutes. No Objections. Motion Passed.

Chairman's Report/Announcements:

Chairman Petite wished Commissioner Cullen a happy birthday. He had no other announcements.

General Business:

Approval of Amendment #1 for the Drainage Engineering Support contracts with the following firms: Ardurra Group, Inc., Burk-Kleinpeter, Inc., C.H. Fenstermaker & Associates, LLC, CSRS, LLC, Evans-Graves Engineers, Inc., GIS Engineering, Inc., Hartman Engineering, Inc., Infinity Engineering Consultants, LLC, Intracoastal Consultants, LLC, McKim & Creed, Inc., Meyer Engineers, Ltd., Neel-Schaffer, Inc., N-Y Associates, Inc., Quality Engineering and Surveying, LLC, and T. Baker Smith, LLC, to add an additional \$1,000,000.00, for a new amount not to exceed \$2,000,000.00. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Commissioner Cullen, Motion Passed

Approval of Resolution for EACGDD#1 to allocate \$36,366.00 for purchase of approx. 1.35 acres of drainage servitude from Paul and Kimberly Leblance Living Trust for the Fontenot Rd Outfall Dredging Project. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Commissioner Robert, Motion Passed

Approval of Resolution for EACGDD#1 to allocate \$10,948.00 for purchase of approx. .41 acres of drainage servitude from Lynette L. Jarvis for the Fontenot Rd Outfall Dredging Project. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Vice-Chairman Varnado, Motion Passed

Approval of the option to purchase and Right of First Refusal “Tract 12-A” Section 22, T9S-R2E, Ascension Parish, LA. 127.961 acres in the amount of \$20,000.00/ acre for a total of sales price of TWO MILLION FIVE HUNDRED FIFTY NINE THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$2,559,220.00) DOLLARS for New River Regional Detention Project. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Commissioner Robert, Motion Passed

Approval of Contract Renewal with ELOS Environmental, LLC for Wetland and Delineation Services. This Renewal shall have a term of one year, beginning April 1, 2026, with the option of a one-year renewal, in the amount of \$300,000.00. There may be more than one Provider contracted to provide these services on a task order basis.(Ron Savoy, Director, Drainage Capital Projects)

Motion by Commissioner Robert, Motion Passed

Approval of Contract Renewal with GeoEngineers, Inc. for Wetland and Delineation Services. This Renewal shall have a term of one year, beginning April 1, 2026, with the option of a one-year renewal, in the amount of \$300,000.00. There may be more than one Provider contracted to provide these services on a task order basis. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Vice-Chairman Varnado, Motion Passed

Approval of contract between the East Ascension Consolidated Drainage District No. 1 and RLJ Construction, LLC for the installation of approximately 1,700 of 2” HDPE Gas Line. (Ron Savoy, Director, Drainage Capital Projects)

Motion by Commissioner Alonso, Motion Passed

Executive Session (Legal Counsel)

Approval to proceed according to advice of legal counsel regarding the New River Channel Improvements project. (Jean Paul Robert, Legal Counsel)

All council members voted yes to enter into executive session except Commissioner Melancon due to being absent.

Motion by Commissioner Robert to enter executive session

Council returns from executive session.

Motion by Commissioner Alonso to move forward with actions discussed in executive session.

Commissioner Robert made a motion to adjourn.

Vice-Chairman Varnado made a second to the motion.

Adjourn @ 6:26 PM.



Description: Chairman's Report / Announcements

ATTACHMENTS:



Description: Approval of the Renewal of Master Contract for Professional Services with Aiden Homes, LLC, for the Sandbagging and Delivery Services to Various Locations. This contract is to be renewed for one year. The contract amount shall not exceed \$345,000.00. (Jade Robin, Director, Drainage Operations)

ATTACHMENTS:

- | | | |
|----|---|--|
| 1. | Agenda Item Request Form - Contract Renewal - Aiden Homes LLC - Sandbagging and Delivery to Various Locations | Agenda Item Request Form - Contract Renewal - Aiden Homes LLC - Sandbagging and Delivery to Various Locations.docx |
| 2. | Agenda Item - Contract Renewal - Aiden Homes LLC - Sandbagging and Delivery to Various Locations | Agenda Item - Contract Renewal - Aiden Homes LLC - Sandbagging and Delivery to Various Locations.pdf |



PARISH OF ASCENSION

ADMINISTRATION

615 E Worthey Rd.
Gonzales, L.A. 70737
(225) 450-1200
www.ascensionparish.net

Agenda Item Preview – Must be submitted with your item & any packet items.

Meeting & Date: EACGDD No. 1 – April 7, 2026

Requester Name: Stevie Vazquez

Requester's Department: Legal

Requester's Email Address: stevie.vazquez@apgov.us

Requester's Phone Number: 225-450-1139

Presenter Name: Jade Robin

Agenda Item (Description to be used on agenda):

Approval of the Renewal of Master Contract for Professional Services with Aiden Homes, LLC, for the Sandbagging and Delivery Services to Various Locations. This contract is to be renewed for one year. The contract amount shall not exceed \$345,000.00.

How is this item being funded? (To be completed by FINANCE)

East Ascension Drainage Fund – Contract Labor

BRIEF description of what the item is (3-4 bullet points)

- Approval of the Renewal of Master Contract for Professional Services with Aiden Homes, LLC, for the Sandbagging and Delivery Services to Various Locations.
- This contract is to be renewed for one year.
- The contract amount shall not exceed \$345,000.00.

How was this item procured? (Bid, Request for Quotes – 3, Request for Proposal, State Contract, etc.):

RFP

What company are we procuring from:

Aiden Homes, LLC

If there is a unit price or not to exceed (NTE) amount, please list those details here BRIEFLY:

NTE \$345,000.00

If it's a renewal, when was it originally procured and what are we renewing instead of "re-bidding":

It was originally procured in 2022 for a 3-year term with two (2) one-year options to renew. We are renewing, as there is a remaining one-year option to renew.



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Requester's Department: Legal

Requester's Email Address: stevie.vazquez@apgov.us

Requester's Phone Number: 225-450-1139

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**RENEWAL OF
MASTER CONTRACT
for
PROFESSIONAL SERVICES**
(INCLUDES FEDERAL GUIDELINE COMPLIANCE PROVISIONS)

SANDBAGGING AND DELIVERY SERVICES TO VARIOUS LOCATIONS

JADE ROBIN, PROJECT MANAGER

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

East Ascension Consolidated Gravity Drainage District No. 1, by and through the Office of the Parish President (hereinafter sometimes referred to as the "EACGDD No. 1"), as approved by Resolution adopted by the Parish Council of Ascension

And

Aiden Homes, LLC Business Corporation, 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 **Jade Robin**, Director of Drainage Operations, 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 100,000 bags at \$3.45 per bag, shall not exceed **\$345,000.00**. (See Cost Proposal in Exhibit "A")

2. TERM OF CONTRACT

- A. The effective date of this agreement shall begin May 18, 2026.
- B. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.
- C. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning May 18, 2026.
- D. 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 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 Parish except as otherwise provided herein. The Provider 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 Parish shall furnish without charge all standard plans and specifications and any other information which the Parish 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. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish 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 Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish 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 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.

- (1) The Parish and Provider acknowledge and agree that the Parish has the right to review retain 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 three (3) 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 three (3) 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 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.
 - (c) The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of three (3) years from the official date of the State's final closeout of the grant.

(d) The State Legislative auditor, DHS-OIG, FEMA and federal auditors shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide GOHSEP, Agency/Parish/City/Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, records or the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
 - 4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the EACGDD No. 1 and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- F. 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.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. 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.
- I. 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 Parish. 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 FINANCE DEPARTMENT for review and approval:

Ascension Parish Government
P.O. Box 2392
Gonzales, LA 70707-2392

- 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 at the state prevailing rate unless grant guidelines reflect otherwise. 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. The Parish shall have 30 days to dispute Provider's invoice. 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. AS PERTAINS TO HUD/FEMA CONTRACTS ONLY:

All parties to the contract will follow the Federal procurement guidelines set by Federal Government and the State of Louisiana as provided in 2 CFR 200 et seq., 24CFR and 44CFR.

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 Provider'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

Ascension, in writing, on all of the required coverage provided to Ascension 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 Ascension (with the exception of Professional Liability Insurance), 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 Ascension 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 Ascension 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 Ascension 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 \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$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, personal injury and property damage, naming Ascension Parish as additional insured. 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 One Million Dollars (\$1,000,000.00) per occurrence and \$2,000,000.00 aggregate limit for bodily injury liability and property damage liability.
- 6. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension 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 Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the Provider shall promptly obtain a new policy, timely submit same to the Parish of Ascension 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 Ascension, 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 Ascension 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 Ascension.

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 Ascension 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, 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 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 to the extent caused by or (wholly or partially), which grow out of, which arise from, or which result from any 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.

- 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. Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.
- G. 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 Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.
- H. 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.
- I. 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.
- J. This contract may be amended only by mutual written consent of the respective parties.
- K. 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.
- L. Neither party will be liable for failure to fulfill its obligations when due to causes

beyond its reasonable control.

- M. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- N. 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.
- O. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Parish", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. Provider shall be responsible for any and all losses and damages suffered or

incurred by the Parish, including but not limited to all costs and, expenses, by the Parish to, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the Provider, it's 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 action or omission to act of the Provider.

- V. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & 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 & costs generated under the terms of this agreement.
- W. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

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 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 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.
- (2) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
2. By mutual agreement and consent of the parties hereto.
3. 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.
4. By either party upon failure to fulfill its obligations as set forth in this contract
5. In the event of the abandonment of the project by the Parish.
6. 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. 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 with litigation. 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 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.

The State Legislative auditor, DHS-OIG, FEMA and federal auditors shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

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 VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 20002 et. seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement, 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.

Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract:

- (a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- (b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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 Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

Provider: Aiden Homes, LLC
Brandon Golson
16350 Ole Homestead Ln.
Prairieville, LA 70769

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.

15. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<http://www.epa.gov/smm/comprehensive-procurement-guideling-cdpg-program>.

The Contract also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. DOMESTIC PREFERENCES FOR PROCUREMENT

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the

provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

7. In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or other of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant will include the provisions of the sentence immediately preceding

paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub Consultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

18. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or sub Consultant certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub Consultant agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub Consultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub Consultants (except where proposed sub Consultants have submitted identical certifications for specific time periods).

19. CIVIL RIGHTS

The Consultant shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

20. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

21. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub Consultant is in violation of the regulations in 24 CFR part 75. The Consultant will not subcontract with any sub Consultant where the Consultant has notice or knowledge that the sub Consultant has been found in violation of the regulations in 24 CFR part 75.

E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

22. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the

Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

23. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

24. AGE DISCRIMINATION ACT OF 1975

The Consultant shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

25. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(applicable to contracts and subcontracts exceeding \$150,000)

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the EACGDD No. 1 and understands and agrees that the EACGDD No. 1 will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to EACGDD No. 1, and understands and agrees that the EACGDD No. 1 will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal

Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

26. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. INSPECTION

The authorized representative and agents of the State of Louisiana and/or any Federal agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

28. REPORTING REQUIREMENTS

The Consultant shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

29. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract

or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

30. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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.

B. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Consultants shall incorporate foregoing requirements in all subcontracts.

31. COPYRIGHT AND DATA RIGHTS

“License and Delivery of Works Subject to Copyright and Data Rights”

The Contractor grants to the EACGDD No. 1 a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the EACGDD No. 1 or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,

pictures of images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver the EACGDD No. 1 data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the EACGDD No. 1.

32. ENERGY EFFICIENCY

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy, Conservation Act (Public Law 94-163) and LRS 40:1730.49.

33. SUBCONTRACTS

A. The Consultant shall not enter into any subcontract with any sub Consultant who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Consultant shall be as fully responsible to the Owner for the acts and omissions of the Consultant's sub Consultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Consultant.

C. The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind sub Consultant to the Consultant by the terms of the contract documents insofar as applicable to the work of sub Consultants and to give the Consultant the same power as regards terminating any subcontract that the Owner may exercise over the Consultant under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any sub Consultant and the Owner.

34. DEBARMENT, SUSPENSION, AND INELIGIBILITY

"Suspension and Debarment"

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.95) or its affiliates (defined at 2.C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contract must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by APG. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart 3000, subpart C, in addition to remedies available to APG, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

36. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA finance assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

37. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

38. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written and executed amendments to this Contract.

39. PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

40. ANTI-KICKBACK RULES

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier contractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

41. DAVIS-BACON ACT

5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in

the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may

be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this

section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program

for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

42. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

“Compliance with the Contract Work Hours and Safety Standards Act”

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

“Further Compliance with the Contract Work Hours and Safety Standards Act”

(1) The contract or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

43. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

44. POLITICAL ACTIVITY

The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

45. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

“Prohibition on Contracting for Covered Telecommunications Equipment or Services”

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

47. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

48. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352 (AS AMENDED)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Sub-recipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

49. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

50. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontractors are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

EAST ASCENSION CONSOLIDATED

GRAVITY DRAINAGE DISTRICT NO. 1

BY: _____

Clint Cointment, Parish President

DATE: _____

AIDEN HOMES, LLC

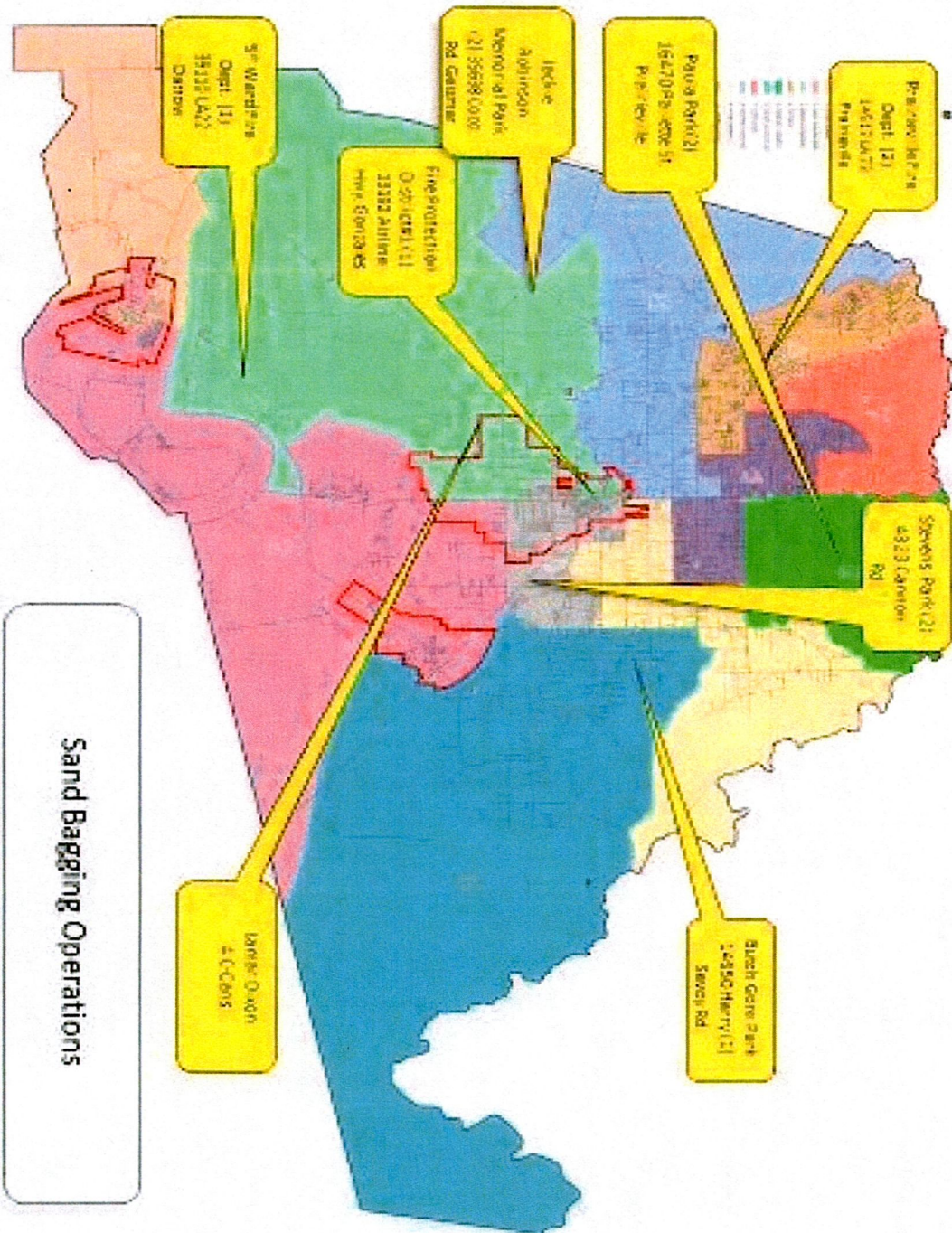
BY: _____

TITLE: _____

DATE: _____

Exhibit "A"

Parish Facility Locations



OHSEP Notes: Maintained in Websec Last Update: 6/2021

Section 2 Scope of Work

2.01 Introduction

The Parish of Ascension operates sand bagging and storage at Lamar Dixon and other locations as applicable.

2.02 Scope of Services

The Parish of Ascension wants to retain a contractor for sand bagging and delivery throughout the Parish. The contractor shall be actively involved in sand bagging operations for at least 1-3 consecutive years and shall be knowledgeable of processes, and procedures. The contractor shall furnish appropriate equipment and manpower where needed.

2.03 Scope of Work

The contractor shall understand and agree that no quantity of service is guaranteed under the contract and that the Parish of Ascension does not guarantee that the contractor's services will be utilized to any degree. The contractor will deliver the needed sand bags (Quantities to be determined by task order) to each Parish facility where sandbags are desired. Parish facility locations are attached in, but not limited to, Exhibit "A".

The Parish will have management oversight on each task order and insure that production is according to the department expectations.

The Contractor will supply the supervision, labor, equipment, sand, bags, and ring clips for bagging the sand.

The Contractor will produce and secure the bags closed with a minimum of ring clips or sewn.

The Contractor will deliver all bags of sand made to the Parish facilities designated by task order.

The Contractor will mobilize within 2 to 5 calendar days of notice of task order.

The Contractor will produce and deliver sand bags no less than 30lbs. in weight per bag and a minimum UV protection of 2000 hrs.

Sand bags will be packaged in a FBIC bag with a minimum UV rating of 2000 hrs. , on a pallet, at a minimum quantity of 100 bags per carrier.

Contractor contract compensation will be measured by price per bag figure.

The contractor shall invoice the Parish of Ascension monthly. The invoice shall be mailed to the following:
Ascension Parish Government, Attention: Finance Department, P.O. Box 2392, Gonzales, LA 70707.

Along with the monthly invoice, the contractor must submit a copy of all bag quantities per task order. The Contractor shall also provide a quarterly report of bag quantities per task order.

The successful contractor must be properly licensed by the Parish and State, be insured for \$1,000,000 as specified by the Parish, and comply with all local, state, and federal laws regarding minimum wages and discrimination.

The successful contractor shall furnish to the Parish proof of all current and necessary permits held by them and which may be required under this agreement.

Section 3 - 1

Aiden Homes, LLC

Brandon Golson

16350 Ole Homestead Lane

Prairieville, La 70769

(225) 229-0490

aidenhomes@yahoo.com

Aiden Homes has a full understanding of the scope of work listed in this RFP. We understand the scope more than other company because Aiden Homes was the pilot company who established the current, Ascension Parish, sandbagging expectations and procedures. We accept all the requirements as stipulated in this RFP and all documents attached.

Aiden Homes provides the most centralized location of any company bidding this RFP. Our 12-acre location, 12416 Hwy 44, Gonzales, LA 70737, is in the center of Ascension Parish and allows us, at any time, to provide sandbag production and loading services to every sea-can location and drop off location with ease.

Our centralized location at Airline Highway and Highway 44, manned with 10 full-time employees and company owned equipment allows Aiden Homes to be fully functional by putting more bags in homeowners reach within hours of a call. Our location is a parish owned company employing lifelong residents of this Parish.

Section 3 - 1

Aiden Homes benefits the parish with its centralized location, allowing for anytime access. The flood of 2016 is a great example of why using a business located within the parish is important. Trucks and equipment could not be brought in or out of the parish for days due to high water. A business located at the center of all the main highways in Ascension Parish assures receiving and shipping of products necessary to fulfill obligations to the parish and its residence. Our location is not and has never been affected by high water or flood events in the 31 years our location has been operable. Whenever a hurricane or weather event happens, we are often cut off from other areas whether it be from high water, downed trees or powerlines. We do not share the same worries of importing bags in from other areas outside of Ascension. Aiden Homes will not only fill parish owned sea cans, but will store large quantities of sandbags in our personal sea cans at our location.

During an event we will also use our facility as an additional location for residents to pick up bags while providing loading services when needed, which gets our residents back home sooner to protect their property.

I am looking forward to our continued working relationship.

Respectfully,


Brandon Golson, Owner

Aiden Homes, LLC

Section 3 – 2

Aiden Homes project team is very experienced in providing sandbags on demand for the Parish of Ascension. We are the only company used by the Parish to produce on site sandbags to date.

Aiden Homes ran the pilot program for Ascension Parish in 2021 and is the only team experienced and equipped with what it takes to supply the parish with sand bags and meet the high demands expected by the residents.

We currently have 10, full-time, employees whom are all residents of Ascension Parish. Our staff includes:

Brandon Golson: Owner / Supervisor, who developed the pilot program currently utilized by the Parish; Commercial and General Contractor with 10 years' experience with appropriate training

Rudis Perez: Supervisor, General Contractor, 15 years' experience with appropriate training

Ashley Hunter: Office Manager, Accounting and Logistics, 10 years' experience with appropriate training

Kelsey Saucier: Inventory, Inspection and Logistics, 18 years' experience with appropriate training

Gary Nugent: Heavy Equipment and Truck Delivery Operations, 35 years' experience

Evan Nugent: Heavy Equipment and Production, 8 years' experience with appropriate training

Carlos Honroe, Alan Parr, Peyton Thompson and Bohdi Linton: General Labor with appropriate training

Every employee is properly trained and qualified in the scope of work in which is expected of them by our management team.

Section 3 – 2

We own and operate all equipment necessary to provide sandbag services including but not limited to, heavy duty flatbed trailers, skid steers, trackers, heavy hauling trucks, sandbagging machines, storage facilities, dry sand storage.

Section 3 – 4

Ability to Perform:

Aiden Homes is the only local company with the necessary resources, needed equipment, and centralized location to meet the immediate demand of the Parish and its residents during an emergency water event; whether from rain water, flood, or hurricane. With our full-time staff, vast amount of equipment and products on site we are able to fulfill the obligations required by Ascension Parish.

Section 2 -11

Cost Proposal:

Aiden Homes will supply Ascension Parish the first 210,000, prefilled, bags at the cost of \$3.45 per bag. Any bag thereafter will be at the price of \$2.95 per bag. That price includes delivery to all locations specified within the RFP as well as loading where necessary.

B. Goulson



Description: Approval of the lowest responsive quote from 2H&B in an amount not to exceed \$249,649.00 for the Alligator Bayou Shredding project, and allow the Parish president to enter a contract for these services. (Director, Drainage Capital Projects, Ron Savoy)

ATTACHMENTS:

- | | |
|--|--|
| 1 Complete_with_Docusign_Aligator_Bayou_Shredd (1) | Complete_with_Docusign_Aligator_Bayou_Shredd (1).pdf |
| 2 alligator Bayou QUOTE #2 | alligator Bayou QUOTE #2.pdf |
| 3 Ascension Parish Waterway Debris Removal - 2026 with Reference | Ascension Parish Waterway Debris Removal - 2026 with Reference.pdf |
| 4 Ascension Parish Govt.-Alligator Bayou Mulching-2H&B Proposal | Ascension Parish Govt.-Alligator Bayou Mulching-2H&B Proposal.pdf |
| 5 EMAIL STRING | EMAIL STRING.pdf |

Clint Cointment
Parish President



Project Information Sheet

Date of Request: 3-2-26

Project Name: Alligator/Braud Bayou Shredding project: all obstructions removed and shredding of drainage impediments 10-20' from water's edge from Iberville Boat Launch to the Parish Line in Braud Bayou.

Approximate Start Date: 5-1-26

Approximate Ending Date: 7-31-26

Project Manager: Ron Savoy

Convert to Contract or Purchase Order:

Contract Purchase Order

Architect or Engineer Required:

Yes No

Name of Architect/Engineer (*if known*): N/A

Contractor Required:

Yes No

Name of Contractor (*if known*): TBD

Testing Survey Work Right-of-Way

Is the Scope of Work Attached to this document:

Yes

Budget Estimate: \$250,000.00

Grants Involved:

Yes No

Grant Name: N/A

Any Other Funding:

Yes No

Funding Name: _____

Clint Cointment
Parish President



Department Director Approval

DocuSigned by:

Ron Savoy

1045B78D3C024B1...

By (signature): _____

Administrative Approval

DocuSigned by:

Ruth Phillips

A32F5FFE2D10431...

By (signature): _____

Owner's Representative Approval

DocuSigned by:

Ron Savoy

1045B78D3C024B1...

By (signature): _____

Finance Approval

DocuSigned by:

Dawn Caballero

72F62CE609134FF...

By (signature): _____

Project String Assigned

Number: EAD26008.CONST.CONT-N/C

Project Number Assigned (if necessary)

Number: EAD26008

Certificate Of Completion

Envelope Id: B5A41321-F855-4D68-8E8F-D95C44697A74
 Subject: Complete with Docusign: Aligator Bayou Shredding project work sheet.docx
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Ron Savoy
 615 E Worthey Rd
 Gonzales, 70737
 Ron.Savoy@apgov.us
 IP Address: 184.179.68.99

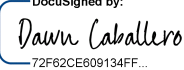
Record Tracking

Status: Original
 3/2/2026 12:51:51 PM
 Holder: Ron Savoy
 Ron.Savoy@apgov.us
 Location: DocuSign

Signer Events

Dawn Caballero
 Dawn.Caballero@apgov.us
 CFO
 Ascension Parish Government
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 72F62CE609134F...
 Signature Adoption: Pre-selected Style
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 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Ron Savoy
 Ron.Savoy@apgov.us
 Director, Drainage Capital Projects
 Security Level: Email, Account Authentication
 (None)

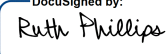
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 Using IP Address: 184.179.68.99

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 Signed: 3/2/2026 12:53:16 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Ruth Phillips
 Ruth.Phillips@apgov.us
 CAO
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 184.179.68.99

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 Signed: 3/2/2026 1:37:26 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/2/2026 1:37:26 PM
Completed	Security Checked	3/10/2026 11:46:18 AM

Payment Events	Status	Timestamps
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Treemark Services, LLC

4942 Highway 190

Eunice, LA 70535

337-457-4620

treemark@treemarkservices.com

LA License #54229

Bid

March 13, 2026

To: AP Gov

Job: Alligator Bayou **Rep:** **Good Through:** 6/23/26

Tree Removal and Debris Management

Treemark Services will conduct tree removal within a total 80' (40-foot area on both sides) of Alligator Bayou, extending from Manchac Road to the parish line near Spanish Lake. The process involves cutting trees at ground level and leaving the stumps in place. Tree debris will be chipped along the bayou's edge, with mulch type material left on site where it falls.

Worksite Approach

The project will be executed from within the canal to avoid disturbing the canal's edges.

Additional Charges

Treemark Services reserves the right to assess and apply additional charges if scope of work changes or if new project requirements arise that were not identified or discussed prior to the bidding process. Any modifications to the original project plan that impact the nature, extent or cost of the work may result in extra fees, which will be determined based on the circumstances of the change

Client Requirement

Water Adjustment in Drainage Ditch

AP Gov will manage and adjust the water within the drainage ditch as necessary to facilitate the completion of work inside the canal. This process will ensure that conditions are suitable for the required tasks and that the work can be performed efficiently and safely.

Proposed Equipment

- Marsh Hoe w/ chipper
- Mud boat

Right-of-Way Survey and Marking Requirements

Before any equipment is mobilized to the job site, the right-of-way (r/w) must be surveyed and clearly marked at intervals of every 75 to 100 feet. It is the responsibility of the client or their designee to ensure the project width is properly marked prior to the commencement of work. If the width of the project is not marked as specified, Treemark Services will not be held liable for failing to clear the exact intended width.

Exclusions

- No burning
- No fencing of any kind
- No arborist or tree surgeon services
- No hand cutting.
- No land leveling.
- No hauling off-site or landfill disposal fees
- No Bond
- No pollution control measures (such as silt fencing or hay bales)
- No signage
- No rock services
- No repair of road damages

Standby Charges

If project production is interrupted for any reason beyond the contractor's control—such as permitting, surveying, mats, fencing, or land issues, standby charges will apply. These charges are calculated as half the day rate per machine in addition to per diem.

Mobilization and Demobilization

- Mobilization of equipment will incur a charge of \$7,000.
- Demobilization of equipment will incur a charge of \$7,000.

Terms

- **Net 30 Days**
- Delinquent payments are subject to charges of 1.5% per month, not to exceed 18% annually.
- Customers are responsible for all legal and collection fees.
- Invoice will be issued weekly.
- No retainer fee to be held.

Total Bid

- **Grand Total \$ 423,723.00**



Right of Way and Canal Maintenance

Chem Spray South, Inc has been in the right of way and canal clearing business since 1957. We cover the Gulf Coast Region with offices in Gonzales and Thibodaux, LA, We are committed to our customer needs and fulfilling their requirements.

Some of our personnel have experience in right of way dating back to 1957. We do initial clearing, re-clearing, mowing, side trimming and brush maintenance with herbicide applications on pipeline, utility and drainage right of ways.

We offer specific programs and pricing, with an environmental approved plan that will be presentable to visitors, community, and provide a safe working environment for its workers.

Services include:

- New Construction—Pipeline, Powerlines
- Brush Control – Right of Way, Drainage Canals, Debris Removal
- Right of Way Maintenance – Reclamation, Side Trimming, Weed Control, Mowing, Signs
- Dredging
- Levee Services
- Tree Maintenance – Trimming, Removal, Surgery, Insect, Fungus, Disease Control
- Erosion Control – Coastal, Wetland Restoration, Canal Banks
- Air Boat and Marsh Buggy Rentals



P.O. Box 817
3530 Hwy 44
Gonzales, LA. 70707-0817
Phone: 225-644-2816
Fax: 225-647-6990
kcampbell@chemspraysouth.com
www.chemspraysouth.com



CHEM SPRAY SOUTH, INC

Post Office Box 817

3530 Highway 44

Gonzales, LA 70707-0817

Phone (225) 644-2816

Fax (225) 647-6990

www.chemspraysouth.com

Vegetation Services • Horticultural Services • Arborist Services • Right of Way Maintenance • Construction Services • Air Boat and Marsh Buggy

March 18, 2026

Jade Robin
Parish of Ascension
42077 Church Point Road
Gonzales, LA 70737

RE: Alligator Bayou Clearing

Chem Spray South, Inc., a local Ascension Parish waterway debris removal company located in Gonzales, LA since 1957, is pleased to submit the following proposal for your Alligator Bayou Waterway Clearing project for the year 2026.

Chem Spray South, Inc. will furnish supervision, operators, laborers, amphibious floating equipment with heavy duty tree mulchers, airboats, barges, trucks and fuel to mulch all trees and debris within Alligator Bayou starting at the public boat landing going approximately 3.5 miles to the Ascension Parish/Iberville Parish line. We will mulch from the center line of the bayou at 40 feet wide on each side of marked center line, as per Ascension Parish point of contact. All mulch material will stay on site and spread along Alligator Bayou. Ascension Parish will mark the center line of Alligator Bayou for CSSI to mark 40 feet each side of Alligator Bayou.

• References:

1. Tangipahoa Parish Gravity Drainage Government Kiley Bates 225-542-4292 - over 800 miles of major waterways cleared and mulched of heavy debris removals with amphibious equipment by CSSI
2. Parish of Ascension Ron Savoy 225-235-9991/Bill Roux 225-450-1340 – over 30 miles of major waterways cleared and mulched of heavy debris removals with amphibious equipment by CSSI

Areas to be cleared and mulched are as follows:

1. Alligator Bayou

Total Price \$ 795,000

Our insurance coverage is as follows: Broad Form Comprehensive General Liability \$1,000,000
Workers Compensation as required by state law with a \$ 5 million umbrella coverage

Payment terms are net 30 days from date of invoice.

We thank you for any consideration that may be given our service, and we are prepared to render service at your convenience.

Sincerely,

Dean Deville

KILEY F. BATES, P.E.
Administrator



STANAN CAPDEBOSCQ
Secretary-Treasurer

**CONSOLIDATED GRAVITY
DRAINAGE DISTRICT #1
OF
TANGIPAHOA PARISH**

P.O. BOX 31
HAMMOND, LA 70404

Office: (985)542-4292 Fax: (985)345-1821

District 6
JOEY MAYEAUX
President
13115 Mayeaux Lane
Hammond, La 70401
(985) 974-0458

District 10
KIMI COATES
Vice-President
14591 Wadesboro Rd.
Ponchatoula, LA 70454
(985) 969-6268

December 5, 2022

RE: Ida Tree/Debris Removal – NRCS Phase 1A

To Whom It May Concern,

Chem Spray South, Inc. (CSSI), has successfully bid in the Public Bid process many times in their tenure with our organization since the start of our waterway rehabilitation and maintenance program in 2005. As an engineer of record in the private sector and as the Administrator of the Consolidated Gravity Drainage District No. One of Tangipahoa Parish (CGDDI), the CSSI staff has displayed an exemplary level of professionalism, and their owned equipment has been exceptional to date.

My experience of CSSI's involvement with our drainage district has included projects consisting of over eight hundred (800) miles of waterways work including vegetation/tree clearing and major dredging along with channel slope revetment. Since Hurricane IDA they performed the major work of clearing hurricane debris from over sixty-six (66) miles for the captioned NRCS funded project. This work was completed forty-nine (49) days ahead of schedule.

We gladly recommend CSSI as we know them to be highly responsive and very cost-effective in meeting our specific needs throughout our district.

Please call me if you have any questions or need additional information.

Regards,

Kiley F. Bates, P.E.,
Administrator

MEMBERS OF COMMISSION

District 2
JOHN G. INGRAFFIA
P.O. Box 24
Husser, LA 70442
(985) 351-1695

District 3
LOUIS "NICK" JOSEPH
P.O. Box 621
Independence, LA 70443
(985) 878-4711

District 4
CARLO S. BRUNO
P.O. Box 1274
Independence, LA 70443
(985) 878-4944

District 5
BUDDY RIDGEL
17037 Ridgel Rd.
Tickfaw, LA 70466
(985) 969-3357

District 7
LIONELL WELLS
1700 Mooney Ave.
Hammond, La 70403
(985) 542-1499

District 8
DAVID P. VIAL
47162 Oak Creek Truce
Hammond, LA 70401
(985) 542-4776

District 9
BRIGETTE DELATTE HYDE
39574 Ridgell Rd.
Ponchatoula, LA 70454
(985) 969-1744

KILEY F. BATES, P.E.
Administrator



STANAN CAPDEBOSQ
Secretary-Treasurer

**CONSOLIDATED GRAVITY
DRAINAGE DISTRICT #1
OF
TANGIPAHOA PARISH**

**P.O. BOX 31
HAMMOND, LA 70404**

Office: (985)542-4292 Fax: (985)345-1821

District 6
JOEY MAYEAUX
President
13115 Mayeaux Lane
Hammond, La 70401
(985) 974-0458

District 10
KIM COATES
Vice-President
14591 Wadesboro Rd.
Ponchatoula, LA 70454
(985) 969-6268

December 5, 2022

RE: Ida Tree/Debris Removal – NRCS Phase 1B

To Whom It May Concern,

Chem Spray South, Inc. (CSSI), has successfully bid in the Public Bid process many times in their tenure with our organization since the start of our waterway rehabilitation and maintenance program in 2005. As an engineer of record in the private sector and as the Administrator of the Consolidated Gravity Drainage District No. One of Tangipahoa Parish (CGDDI), the CSSI staff has displayed an exemplary level of professionalism, and their owned equipment has been exceptional to date.

My experience of CSSI's involvement with our drainage district has included projects consisting of over eight hundred (800) miles of waterways work including vegetation/tree clearing and major dredging along with channel slope revetment. Since Hurricane IDA they performed the major work of clearing hurricane debris from nearly fifty-five (55) miles for the captioned NRCS funded project. This work was completed on schedule.

We gladly recommend CSSI as we know them to be highly responsive and very cost-effective in meeting our specific needs throughout our district.

Please call me if you have any questions or need additional information.

Regards,

Kiley F. Bates, P.E.,
Administrator

MEMBERS OF COMMISSION

District 2
JOHN G. INGRAFFIA
P.O. Box 24
Husser, LA 70442
(985) 351-1695

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(985) 969-1744



Parish of Ascension

Drainage Department

TOMMY MARTINEZ
Parish President

WILLIAM "BILL" ROUX
Director of Drainage Department

May 11, 2015

Re: Weed Control / Channel & Ditch Maintenance Outsourcing

To Whom It May Concern:

East Ascension Gravity Drainage District #1 and Ascension Parish DPW decided in 2012 to outsource much of the debris removal of major channels and grass/vegetation control of drainage ditches within East Ascension Gravity Drainage District. The Request for Qualifications Process was initiated. Of the numerous firms submitting qualifications, Chem Spray South scored the highest by the selection committee and awarded contracts for the above mentioned tasks.

Chem Spray South's job performance, professionalism and reasonable cost resulted in the District and Parish extending their contracts for 2013-2015. Chem Spray South is our "go to" firm for all channel clearing, cleaning and maintenance (cutting & spraying) needs and we can highly recommend them for your consideration.

Bill Roux
Director, Ascension Parish Drainage Dept.
General Manager, East Ascension Drainage Dist.
225.450.1340
broux@apgov.us

State of  Louisiana

State Licensing Board for Contractors

This is to Certify that:

CHEM-SPRAY SOUTH, INC.
P.O. Box 817
Gonzales, LA 70707

is duly licensed and entitled to practice the following classifications

COASTAL RESTORATION AND HABITAT ENHANCEMENT; DREDGING; EARTHWORK, DRAINAGE AND LEVEES; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; INDUSTRIAL CLEANING AND MATERIAL/WASTE HANDLING; LIMITED SPECIALTY SERVICES; WHARVES, DOCKS, HARBOR IMPROVEMENTS AND TERMINALS



Witness our hand and seal of the Board dated,
Baton Rouge, LA 10th day of May 2025

Director

Chairman

Treasurer

Expiration Date: May 9, 2026

License No:21017

This License Is Not Transferrable



ADDITIONAL REMARKS SCHEDULE

AGENCY Shreveport, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Chem Spray South, Inc PO Box 817 Gonzales, LA 70707	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability: Policy # NGL-1003351-04

- CG 00 01 (04-13) Commercial General Liability Coverage Form
- CG 20 01 (12-19) Primary And Noncontributory - Other Insurance Condition
- CG 20 10 (12-19) Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
- CG 20 37 (12-19) Additional Insured - Owners, Lessees Or Contractors - Completed Operations
- CG 26 84 (12-04) Louisiana Changes - Transfer of Rights of Recovery Against Others to Us Conditions
- GXIL 403 (12-18) Arborist and Landscape Services Workmanship Error Coverage Endorsement
- XIL 436 (12-08) XL Plus Endorsement
 - *Blanket Waiver of Subrogation
 - *Blanket Additional Insured – Managers or Lessors of Premises
 - *Blanket Additional Insured – Lessor of Leased Equipment

Commercial Auto: Policy # NBA-1003352-05

- CA 00 01 (11-20) Business Auto Coverage Form
- CA 21 42 (10-13) XL Plus Business Auto Extension Endorsement
 - *Additional Insured By Contract, Agreement Or Permit - Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.
 - *Blkt Waiver Of Subrogation - Any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.
 - *For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

Pollution: Policy #HUB(CHEMSPR-01)CPOL

- Contractor's Pollution Liability
 - *Each Occurrence Limit \$5,000,000 / Aggregate Limit \$5,000,000
- Transportation Pollution Liability
 - *Each Occurrence Limit \$5,000,000 / Aggregate Limit \$5,000,000
- CSCP 01233 00 08 16 Primary Non-Contributory Insurance Endorsement for Specified Project
- CSCP 01008 00 08 16 - Additional Insured Owners, Lessees Or Contractors - Scheduled Person Or Organization - When required by written contract
- CSCP 01016 00 08 16 - Additional Insured Owners, Lessees or Contractors - Completed Operations - When required by written contract
- CSCP 01015 00 08 16 - Waiver of Transder of Rights of Recovery Against Others to Us - When required by written Contract
- CSCP 01012 00 08 16 - Non Owned Disposal Site Coverage Endorsement (Blanket)

Workers Comp: Policy # 6951

- WC 00 00 00C - Workers Compensation and Employers Liability Insurance Policy
- LWCC 6 Gulf of Mexico Extension
- WC 00 01 06A Longshore and Harbor Workers Compensation Act Coverage
- WC 00 01 09C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 03 01A Alternate Employer Endorsement
- WC 00 03 13 Waiver of Our Right to Recover From Others
- LWCC 17 06 01J Louisiana Amendatory Endorsement
- LWCC 9091 Standard Notice of Compliance



ADDITIONAL REMARKS SCHEDULE

AGENCY Shreveport, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Chem Spray South, Inc PO Box 817 Gonzales, LA 70707	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- LS 241 USL&H Notice of Compliance
- LS 241 OCS OCS Notice of Compliance

Umbrella: Policy # NEC-6006093-05

- UL Policies includes AU NBA-1003352-05/GL NGL-1003351-04/WC 6951
- Follow Form
- CU 0001 (09-10) Commercial Excess/Umbrella Liability Coverage

Marine General Liability: Policy # HUB(CHEMSPR-01)CPKG2 4/1/25-4/1/26
Imperium Insurance Company

- \$1,000,000: Any One Accident Or Occurrence, Combined Single Limit
- \$2,000,000: Aggregate Limit
- \$1,000,000: Products/Completed Ops Aggregate Limit
- \$1,000,000: Personal Advertising Injury Limit
- \$50,000: Fire Legal Limit
- \$5,000: Med Pay Limit

Deductible: \$10,000 Each Occurrence

- PML.100.01.23 Tango Marine General Liability Policy
- MML.310.01.23 Crew/Employee Exclusion
- PML.300.01.23 Action Over Exclusion (MGL)
- PML.308.01.23 Limitation to Designated Operations
- PML.316.01.23 Products Completed Op's Exclusion
- Protection & Indemnity- Excluding Crew
- *\$1,000,000: Any One Accident Or Occurrence, Combined Single Limit

Vessel Pollution: Policy #V-16390-26 4/1/2025-4/1/2026
Accredited Surety and Casualty Company, Inc.

Maritime: Policy # HUB(CHEMSPR-01)CMEL Lloyds of London 4/1/2025 - 4/1/2026
MEL/any 1 per \$1,000,000 / MEL/any 1 acc \$1,000,000

- Alternate Employer Endorsement. (in conjunction with LSW 675A 01/06/20) 856ROP00235A.
- In Rem Endorsement 856ROP00207 (MW0051).
- Gulf of Mexico Endorsement 856ROP00201 (MW0026).
- Death on the High Seas Act Endorsement 856ROP00216.
- Blanket Waiver of Subrogation Endorsement 856ROP00213 (MW0006).
- Institute Service of Suit Clause (U.S.A.) CL.355.
- Institute Radioactive Contamination, Chemical, Biological, Bio - Chemical, Biological, Bio- Chemical, Electromagnetic
- Weapons Exclusion Clause CL. 370 (10/11/03)
- Maritime Employers Liability (including Maritime coverage) Form LSW675A (01/06/20)


Umbrella - Bumershoot: Lead Quota Share 50%

Policy # HUB(CHEMSPR-01)CUMB1 4/1/2025-4/1/2026 Imperium Insurance Company

Umbrella - Bumershoot: Quota Share 50%

Policy # HUB(CHEMSPR-01)CUMB2 4/1/2025-4/1/2026 Stratford Insurance Company

- UL Policies includes GL HUB(CHEMSPR-01)CPKG2/MEL HUB(CHEMSPR-01)CMEL/P&I HUB(CHEMSPR-01)CPKG2/POLL V-16390-26
- Aggregate: \$5,000,000
- Retained Limit \$25,000
- XML.100.01.23 Tango Bumershoot Form
- XML.305.01.23 Pollution Liability - S&A



CSSI

services





25265 Highway 1
Plaquemine, La 70764
Office: (225) 386-1800
Fax: (225) 386-1801

02-23-26

Ascension Parish Government
615 E Worthey St.
Gonzales LA 70737

Attn: Mr. Ron Savoy

RE: Alligator Bayou Mulching (Approx. 19,050' of Mulching)

Lump Sum Price: \$249,649.00 (See attached Schedule)

*Cost includes:

- Project Equipment:
 - 1 – Marsh Excavator Equipped w/ Chipper
 - 1 – Maintained & Operated Shallow Water Boat for Daily Transportation & Fueling.
- 2H&B Project Oversight & Reporting.

Adder for Mopping Excavator Track Marks along Mulching Route - \$78,110.00 (Additional Duration – 15 Days)

Day Rate for Additional Work, if Required: \$10,515.00/Day

Clarifications:

- In order to enter Project w/ Marsh Equipment at the Iberville Alligator Boat Launch, a portion of the entry fence & Gate will have to be taken down by others, prior to Initial Marsh Equipment mobilization.
- Water Level in Bayou along work route will need to be down to between 2 ½ to 3 Feet Maximum in depth prior to Mobilization & during the Mulching Process.
- Proposal based on cutting widths discussed during Site Visit.

Please contact us with any questions.

Mark L. Allen

Mark L. Allen



Ascension Parish Government Alligator Bayou Clearing/Mulching

ID	Task Name	Duration	Start	Finish	Timeline (March 2026 - August 2026)																											
					3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27	8/3	8/10				
1	APG- Alligator Bayou Clearing & Mulching (Working 6 - 10's per Week w/ the Exeption of Good Friday & Easter Weekend)	36 days	Mon 3/16/26	Mon 4/27/26																												
2	Site Work	36 days	Mon 3/16/26	Mon 4/27/26																												
3	Mobilize to Site & Set Up	2 days	Mon 3/16/26	Tue 3/17/26																												
4	Clearing & Mulching - Alligator Bayou (Approx. 19,050' Total w/ 630'/Day Progress)	32 days	Wed 3/18/26	Fri 4/24/26																												
5	Demobilize	2 days	Sat 4/25/26	Mon 4/27/26																												

Hannah Sanders

From: Ron Savoy
Sent: Tuesday, March 31, 2026 9:22 AM
To: Hannah Sanders
Cc: James Buras; Jean Paul Robert
Subject: FW: Alligator Bayou Shredding project quotes and path forward to mobilization
Attachments: Complete_with_Docusign_Aligator_Bayou_Shredd (1).pdf; alligator Bayou QUOTE #2.pdf; Ascension Parish Waterway Debris Removal - 2026 with Reference.pdf; Ascension Parish Govt.-Alligator Bayou Mulching-2H&B Proposal.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hannah,

Please add this item to the EACGDD#1 agenda.

Approval of the lowest responsive quote from 2H&B for \$249,649.00 for the shredding of the Alligator Bayou project, and allow the Parish president to enter into a contract for these services. (Director, Drainage Capital Projects, Ron Savoy)

Jim may have more to add or a packet from Purchasing for this item. For now, let's proceed with adding this item so that it gets to the board next week.

Thanks,

Ron Savoy

From: Jean Paul Robert <JeanPaul.Robert@apgov.us>
Sent: Thursday, March 26, 2026 2:29 PM
To: James Buras <James.Buras@apgov.us>
Cc: Ron Savoy <Ron.Savoy@apgov.us>; Stevie Vazquez <Stevie.Vazquez@apgov.us>
Subject: RE: Alligator Bayou Shredding project quotes and path forward to mobilization

I approve of the three quote process as well. In this instance, I believe that the proposal procurement process is satisfied.



Jean-Paul Robert

Assistant District Attorney

23rd JUDICIAL DISTRICT COURT

Parish Attorney

ASCENSION PARISH GOVERNMENT

615 E. Worthey Road | Gonzales, LA 70737

Office: (225) 450-1463

Hours of Operation: Mon – Thurs, 7:00 am – 5:30 pm

From: James Buras <James.Buras@apgov.us>
Sent: Tuesday, March 24, 2026 4:23 PM
To: Jean Paul Robert <JeanPaul.Robert@apgov.us>
Cc: Ron Savoy <Ron.Savoy@apgov.us>; James Buras <James.Buras@apgov.us>
Subject: FW: Alligator Bayou Shredding project quotes and path forward to mobilization

Mr. Robert,

Thank you for discussing this project with me today. I concur with Ron in that an RFP process would likely wind up with the same quotes; therefore, I am comfortable with proceeding with the lowest responsive quote from 2H&B (attached). The purpose of this email is to request your approval to proceed with the three quotes process so that we can put this on the April 2026 East Ascension Consolidated Drainage District No. 1 agenda for approval.

Kind regards,



Jim Buras, CPA

Purchasing Director

**ASCENSION PARISH GOVERNMENT
PURCHASING DEPARTMENT**

615 E. Worthey Street | Gonzales, LA 70737

Office: (225) 450-1117

Hours of Operation: Mon – Thurs, 7:00 am – 5:30 pm

www.ascensionparish.net

From: Jean Paul Robert <JeanPaul.Robert@apgov.us>
Sent: Tuesday, March 24, 2026 8:41 AM
To: James Buras <James.Buras@apgov.us>; Andria Dollar <Andria.Dollar@apgov.us>; Stevie Vazquez <Stevie.Vazquez@apgov.us>; Kaitlyn Thompson <Kaitlyn.Thompson@apgov.us>
Subject: FW: Alligator Bayou Shredding project quotes and path forward to mobilization

We should discuss this...



Jean-Paul Robert

Assistant District Attorney

23rd JUDICIAL DISTRICT COURT

Parish Attorney

ASCENSION PARISH GOVERNMENT

615 E. Worthey Road | Gonzales, LA 70737

Office: (225) 450-1463

Hours of Operation: Mon – Thurs, 7:00 am – 5:30 pm

www.ascensionparish.net

From: Ron Savoy <Ron.Savoy@apgov.us>
Sent: Tuesday, March 24, 2026 8:18 AM
To: Jean Paul Robert <JeanPaul.Robert@apgov.us>
Cc: James Buras <James.Buras@apgov.us>; Jade Robin <Jade.Robin@apgov.us>; Stevie Vazquez <Stevie.Vazquez@apgov.us>; Andria Dollar <Andria.Dollar@apgov.us>; Kaitlyn Thompson <Kaitlyn.Thompson@apgov.us>
Subject: Alligator Bayou Shredding project quotes and path forward to mobilization

JP,

Good morning. I was asked to assist the Operations staff with coordinating a maintenance shredding project on Alligator Bayou in Prairieville. We went the route of obtaining 3 quotes and have one that will fall below the \$250k threshold. Purchasing asked the question before bringing this service before the Drainage District for consideration to enter into a contract, we need to be sure that legal accepts the 3 quote process for this project. The other route would require us to start over and develop an RFP, advertise, and most likely wind up with the same quotes we currently have received. Please let us know if legal is comfortable proceeding with presenting this project to EACGDD#1 as 3 quoted and asking for approval to proceed with contracting with the lowest responsive quote from 2H&B, not to exceed \$249,649.00.

The 3 quotes received are listed below.....

- **2H&B \$249,649.00**
- **Treemark Services, LLC. \$423,723.00**
- **CSSI Services - \$795,000.00**

Thanks,



Ron Savoy

Director, Drainage Capital Projects

ASCENSION PARISH GOVERNMENT

615 E. Worthey Road | Gonzales, LA 70737

Office: (225) 450-1456 | Cell: (225) 235-9991

Hours of Operation: Mon – Thurs, 7:00 am – 5:30 pm

www.ascensionparish.net



Description: Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Conway Regional Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along both sides of Highway 941 (LA-941) & along Highway 44 (LA-44) (Ron Savoy, Director, Drainage Capital Projects)

ATTACHMENTS:

1. Conway Regional Pump Station Resolution Letter Conway Regional Pump Station Resolution Letter.docx

**STATE OF LOUISIANA
PARISH OF ASCENSION**

Resolution

Purpose: A resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Conway Regional Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along both sides of Highway 941 (LA-941) & along Highway 44 (LA-44); and providing for the necessary documentation of said flood damages; and providing for other related matters in connection therewith.

WHEREAS, the East Bank of Ascension Parish has been adversely affected by damages from flood waters; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 desires to apply for State matching funds pursuant to L.A. R.S. 38:90.1 et. seq., as amended, to implement a project to reduce said flood damages, and that East Ascension Consolidate Gravity Drainage District No. 1 is fully aware of its obligations under said Statute; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED by the East Ascension Consolidated Gravity Drainage District No. 1 as follows:

Section 1. That East Ascension Consolidated Gravity Drainage District No. 1 acknowledges that upon approval of the pre-application a formal application will be prepared and submitted to the statewide Flood Control Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project East Ascension Consolidated Gravity Drainage District No. 1 agrees to execute a Statement of Sponsorship pursuant to said Statute.

Section 3. That Parish President Clint Cointment is hereby designated Authorized Representative for East Ascension Consolidated Gravity Drainage District No. 1 to affect the preparation of the pre-application and application to the Statewide Flood Control Program for funding assistance of a flood control project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the East Ascension Consolidated Gravity Drainage District No. 1.

This ____ day of _____, 2026.

Secretary

Presiding Officer
East Ascension Consolidated Gravity
Drainage District No. 1



Description: Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Lower Bayou Conway Drainage Improvements Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages in Bayou Conway watershed along Main St. and Conway St.in Sorrento (Ron Savoy, Director, Drainage Capital Projects)

ATTACHMENTS:

1. Lower Bayou Conway Pump Station Resolution Letter Lower Bayou Conway Pump Station Resolution Letter.docx

**STATE OF LOUISIANA
PARISH OF ASCENSION**

Resolution

Purpose: A resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for Lower Bayou Conway Drainage Improvements Pump Station project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages in Bayou Conway watershed along Main St. and Conway St. in Sorrento; and providing for the necessary documentation of said flood damages; and providing for other related matters in connection therewith.

WHEREAS, the East Bank of Ascension Parish has been adversely affected by damages from flood waters; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 desires to apply for State matching funds pursuant to L.A. R.S. 38:90.1 et. seq., as amended, to implement a project to reduce said flood damages, and that East Ascension Consolidate Gravity Drainage District No. 1 is fully aware of its obligations under said Statute; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED by the East Ascension Consolidated Gravity Drainage District No. 1 as follows:

Section 1. That East Ascension Consolidated Gravity Drainage District No. 1 acknowledges that upon approval of the pre-application a formal application will be prepared and submitted to the statewide Flood Control Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project East Ascension Consolidated Gravity Drainage District No. 1 agrees to execute a Statement of Sponsorship pursuant to said Statute.

Section 3. That Parish President Clint Cointment is hereby designated Authorized Representative for East Ascension Consolidated Gravity Drainage District No. 1 to affect the preparation of the pre-application and application to the Statewide Flood Control Program for funding assistance of a flood control project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the East Ascension Consolidated Gravity Drainage District No. 1.

This ____ day of _____, 2026.

Secretary

Presiding Officer
East Ascension Consolidated Gravity
Drainage District No. 1



Description: Approval of a resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for the Callebasse Channelization & Crossing Improvements project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along Highway 621 (LA-621), just west of the confluence between Callebasse and Black Bayou. Flooding occurs on both sides of LA-621 in and around both North Burnside Avenue and Parent Road, and along Braud Road near Airline Highway; and providing for the necessary documentation of said flood damages (Ron Savoy, Director, Drainage Capital Projects)

ATTACHMENTS:

1. Callebasse Channelization Resolution Letter Callebasse Channelization Resolution Letter.docx

**STATE OF LOUISIANA
PARISH OF ASCENSION**

Resolution

Purpose: A resolution authorizing the East Ascension Consolidated Gravity Drainage District No. 1 to prepare and submit a pre-application for the Callebasse Channelization & Crossing Improvements project to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages along Highway 621 (LA-621), just west of the confluence between Callebasse and Black Bayou. Flooding occurs on both sides of LA-621 in and around both North Burnside Avenue and Parent Road, and along Braud Road near Airline Highway; and providing for the necessary documentation of said flood damages; and providing for other related matters in connection therewith.

WHEREAS, the East Bank of Ascension Parish has been adversely affected by damages from flood waters; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 desires to apply for State matching funds pursuant to L.A. R.S. 38:90.1 et. seq., as amended, to implement a project to reduce said flood damages, and that East Ascension Consolidate Gravity Drainage District No. 1 is fully aware of its obligations under said Statute; and

WHEREAS, East Ascension Consolidated Gravity Drainage District No. 1 is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED by the East Ascension Consolidated Gravity Drainage District No. 1 as follows:

Section 1. That East Ascension Consolidated Gravity Drainage District No. 1 acknowledges that upon approval of the pre-application a formal application will be prepared and submitted to the statewide Flood Control Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project East Ascension Consolidated Gravity Drainage District No. 1 agrees to execute a Statement of Sponsorship pursuant to said Statute.

Section 3. That Parish President Clint Cointment is hereby designated Authorized Representative for East Ascension Consolidated Gravity Drainage District No. 1 to affect the preparation of the pre-application and application to the Statewide Flood Control Program for funding assistance of a flood control project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the East Ascension Consolidated Gravity Drainage District No. 1.

This ____ day of _____, 2026.

Secretary

Presiding Officer
East Ascension Consolidated Gravity
Drainage District No. 1



Description: Approval of a resolution- Authorizing a joint undertaking between the Parish of Ascension and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension- to plan, finance, construct, acquire, and/or improve public projects, sewer collection and treatment facilities, and obtain necessary servitude, right of way, easements and other property rights with in the Parish of Ascension (Blaine Petite, EACGDD#1 Chairman)

ATTACHMENTS:

1. Resolution - Local Services Agreement (DRAFT 1.15.26) Resolution - Local Services Agreement (DRAFT 1.15.26).doc

**STATE OF LOUISIANA
PARISH OF ASCENSION**

**RESOLUTION NO.: _____ AUTHORIZING A JOINT UNDERTAKING BETWEEN
THE PARISH OF ASCENSION, LOUISIANA AND EAST ASCENSION
CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 1 OF THE PARISH OF
ASCENSION, LOUISIANA**

WHEREAS, pursuant to La. R.S. 33:1324, any parish, municipality, or political subdivision of the state, or combination thereof, may make agreements between or among themselves to engage jointly in the construction, acquisition, or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for the completion of the undertaking.

WHEREAS, the Parish of Ascension, Louisiana and the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana are political subdivisions.

WHEREAS, the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana is vested with all of the rights, powers, and privileges granted to such a district under the constitution and laws of Louisiana for the purpose of constructing gravity drainage works.

WHEREAS, pursuant to La. R.S. 38:1764, gravity drainage districts may do and perform all acts in its corporate name necessary and proper for the carrying out of the purposes and objects for which the drainage district was created.

WHEREAS, the governing authority of the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana has full power and authority to enter into contracts for the construction of drainage works.

WHEREAS, pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, the State of Louisiana and its political subdivisions and corporations may engage in cooperative endeavors with each other, the United States or its agencies, or with any public or private association, corporation, or individual for public purposes.

THEREFORE, BE IT RESOLVED, the governing authority of the Parish of Ascension, State of Louisiana, acting in such capacity:

Section 1. Approves the joint undertaking between the Parish of Ascension, Louisiana (“Parish”) and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana (the “District”) to plan, finance, construct, acquire and/or improve public projects, sewer collection and treatment facilities, and obtain necessary servitudes, rights-of-way, easements, other property rights within the Parish of Ascension, Louisiana and the District’s territory; to obtain the benefits of joint planning and coordination in the performance, provisions, fulfillment and exercise of such activities, services, obligations, power and duties; to share equitably the savings, operating and financial benefits which accrue from the joint exercise of such activities, services, powers, duties and obligations; to operate and maintain any such public projects or improvements necessary or incidental thereto; and to avail themselves of the method of land acquisition of public projects, servitudes, rights-of-way, easements, and other property rights within the Parish and the District, authorized by the Louisiana Constitution and Statutes as well as Ascension Parish Ordinances, which shall include creation of the regional sewerage collection and treatment system and such other public projects as may require their joint cooperation for the public within the Parish and the District, all in accordance with the Local Services Law.

Section 2. Authorizes the Parish and the District to execute a Local Services Agreement providing for said joint undertaking in connection with the provisions of the Local Services Law.

Section 3. Authorizes the District to enter into a cooperative endeavor agreement with National Water Infrastructure, LLC (“NWI”) to effectuate the purposes of the Local Services Agreement between the Parish and the District at NWI’s cost and expense.

Section 4. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

Yeas: _____

Nays: _____

Absent: _____

Abstentions: _____

And this Resolution was adopted by the Council on the _____ day of _____, 2026.

Secretary, Ascension Parish Council

Certificate

I hereby certify that the foregoing is true and correct copy of a Resolution adopted on the _____ day of _____, 2026 by the governing authority of the Parish of Ascension, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and that the Resolution remains in full force and effect.

Thus, done and signed, this _____ day of _____, 2026.

Secretary, Ascension Parish Council



Description: Approval of Local Service Agreement between the Parish of Ascension and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension- to plan, finance, construct, acquire, and/or improve public projects, sewer collection, and treatment facilities, and obtain necessary servitude, rights of way, easements, and other property rights within the Parish of Ascension. (Blaine Petite, EACGDD#1 Chairman)

ATTACHMENTS:

1. Resolution - Local Services Agreement (DRAFT 1.15.26) Resolution - Local Services Agreement (DRAFT 1.15.26).doc

**STATE OF LOUISIANA
PARISH OF ASCENSION**

**RESOLUTION NO.: _____ AUTHORIZING A JOINT UNDERTAKING BETWEEN
THE PARISH OF ASCENSION, LOUISIANA AND EAST ASCENSION
CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 1 OF THE PARISH OF
ASCENSION, LOUISIANA**

WHEREAS, pursuant to La. R.S. 33:1324, any parish, municipality, or political subdivision of the state, or combination thereof, may make agreements between or among themselves to engage jointly in the construction, acquisition, or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for the completion of the undertaking.

WHEREAS, the Parish of Ascension, Louisiana and the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana are political subdivisions.

WHEREAS, the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana is vested with all of the rights, powers, and privileges granted to such a district under the constitution and laws of Louisiana for the purpose of constructing gravity drainage works.

WHEREAS, pursuant to La. R.S. 38:1764, gravity drainage districts may do and perform all acts in its corporate name necessary and proper for the carrying out of the purposes and objects for which the drainage district was created.

WHEREAS, the governing authority of the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana has full power and authority to enter into contracts for the construction of drainage works.

WHEREAS, pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, the State of Louisiana and its political subdivisions and corporations may engage in cooperative endeavors with each other, the United States or its agencies, or with any public or private association, corporation, or individual for public purposes.

THEREFORE, BE IT RESOLVED, the governing authority of the Parish of Ascension, State of Louisiana, acting in such capacity:

Section 1. Approves the joint undertaking between the Parish of Ascension, Louisiana (“Parish”) and East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana (the “District”) to plan, finance, construct, acquire and/or improve public projects, sewer collection and treatment facilities, and obtain necessary servitudes, rights-of-way, easements, other property rights within the Parish of Ascension, Louisiana and the District’s territory; to obtain the benefits of joint planning and coordination in the performance, provisions, fulfillment and exercise of such activities, services, obligations, power and duties; to share equitably the savings, operating and financial benefits which accrue from the joint exercise of such activities, services, powers, duties and obligations; to operate and maintain any such public projects or improvements necessary or incidental thereto; and to avail themselves of the method of land acquisition of public projects, servitudes, rights-of-way, easements, and other property rights within the Parish and the District, authorized by the Louisiana Constitution and Statutes as well as Ascension Parish Ordinances, which shall include creation of the regional sewerage collection and treatment system and such other public projects as may require their joint cooperation for the public within the Parish and the District, all in accordance with the Local Services Law.

Section 2. Authorizes the Parish and the District to execute a Local Services Agreement providing for said joint undertaking in connection with the provisions of the Local Services Law.

Section 3. Authorizes the District to enter into a cooperative endeavor agreement with National Water Infrastructure, LLC (“NWI”) to effectuate the purposes of the Local Services Agreement between the Parish and the District at NWI’s cost and expense.

Section 4. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

Yeas: _____

Nays: _____

Absent: _____

Abstentions: _____

And this Resolution was adopted by the Council on the _____ day of _____, 2026.

Secretary, Ascension Parish Council

Certificate

I hereby certify that the foregoing is true and correct copy of a Resolution adopted on the _____ day of _____, 2026 by the governing authority of the Parish of Ascension, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and that the Resolution remains in full force and effect.

Thus, done and signed, this _____ day of _____, 2026.

Secretary, Ascension Parish Council



Description: Approval to enter into a Cooperative Endeavor Agreement by and between the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana and National Water Infrastructure, LLC. for the purpose of constructing a Regional Sewerage Collection and Treatment System and to allow National Water Infrastructure, LLC. to utilize the East Ascension Consolidated Gravity Drainage District No. 1's process for the use of quick take procedures. (Blaine Petite, EACGDD#1 Chairman)

ATTACHMENTS:

1. CEA - Drainage District and NWI (DRAFT 3.23.26) CEA - Drainage District and NWI (DRAFT 3.23.26).docx

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE EAST
ASCENSION CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 1 OF THE
PARISH OF ASCENSION, LOUISIANA AND
NATIONAL WATER INFRASTRUCTURE, LLC**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into effective the [REDACTED] day of [REDACTED], 2026 (“Effective Date”), by and between the East Ascension Consolidated Gravity Drainage District No. 1 of the Parish of Ascension, Louisiana (“District”), herein represented by Clint Cointment, President of the Council of the Parish of Ascension, Louisiana and National Water Infrastructure, LLC (“NWI”), herein represented by Myron Lambert, CEO of NWI, collectively referred to herein as the “Parties”.

WITNESSETH

WHEREAS, pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, the State of Louisiana and its political subdivisions and corporations may engage in cooperative endeavors with each other, the United States or its agencies, or with any public or private association, corporation, or individual for public purposes.

WHEREAS, the District is a political subdivision of the State of Louisiana vested with all rights, powers, and privileges granted to such a district under the constitution and laws of Louisiana for the purposes of constructing gravity drainage works, including full power to enter into contracts for the construction of drainage works.

WHEREAS, NWI is a public utility whose Ascension Parish Regionalization Project (the “Project”) was approved by the Louisiana Public Service Commission in Order No. U-36383, dated September 13, 2023.

WHEREAS, the District and Parish of Ascension, Louisiana (“Parish”) entered into a Local Services Agreement, dated [REDACTED], which includes the creation of a regional collection and treatment system (the Project) in and for the benefit of the citizens of Ascension Parish and such other mutually agreed upon public projects that either the Parish or District is authorized by general

or special law to perform or engage in, which Local Services Agreement is incorporated herein as if fully copied herein.

WHEREAS, neither the District nor the Parish are anticipated to expend any funds for the construction of the regional sewerage collection and treatment system.

WHEREAS, the Parties desire to enter into a cooperative endeavor agreement to effectuate the purposes of the aforementioned Local Services Agreement.

WHEREAS, the Parties recognize that NWI is or will be the recipient of Water Infrastructure Financing Innovation Act (“WIFIA”) funds relative to the construction of the Project.

WHEREAS, given the benefits to the Parish and the citizens thereof, as discussed in part in the Local Services Agreement, the Parties agree that it is in their best interests to facilitate the construction of the Project.

WHEREAS, the Parties acknowledge that several valued public purposes will be derived from this cooperative effort, which include but are not limited to, the creation of a centralized system, increased drainage and flood protection, increased system reliability, direct cost savings to the Parish, and enhanced sewage services and efficiencies in an expeditious and timely manner.

NOW THEREFORE, the Parties do hereby agree and reciprocally bind themselves as follows:

1. OBLIGATIONS OF THE PARTIES:

- 1.1. NWI shall be responsible for constructing and maintaining the Project. The construction of the system and acquisition of any property rights incidental thereto shall be at NWI’s expense. However, NWI is not precluded from seeking federal assistance, such as WIFIA funds, or recovering its expenses in accordance with the Louisiana Public Service Commission Procedures.
- 1.2. NWI shall attempt to amicably acquire all necessary property rights prior to invoking any expropriation procedures. Furthermore, NWI shall consult with the District on an as needed basis regarding the status of such efforts.
- 1.3. In the event that NWI is unable to amicably acquire any necessary property rights, NWI shall serve as the District’s appointed agent for the purposes of filing expropriation suits to effectuate the purposes of the Local Services Agreement between the District and Parish. Said suits shall be filed in the name of NWI. However, the

District shall retain discretion to approve the use of the quick take procedures of La. R.S. 48:441 *et seq.*, and such approval authority shall be delegated by the District to the Ascension Parish Council chairperson, the East Ascension Consolidated Gravity Drainage District No. 1 chairperson, and the Parish President or his or her designee. Such approval shall be provided by the District's delegates within five (5) business days of NWI's request. Once such approval has been granted by the District, the District shall not have the right or authority to revoke such approval.

- 1.4. NWI expects to use the expropriation authority created pursuant to the Local Services Agreement for the purpose of expropriating subsurface pipeline right-of-way. In the event any other property may be acquired via the expropriation authority created pursuant to the Local Services Agreement, such expropriations must be approved by the delegates of the District listed in Section 1.3.
- 1.5. The District recognizes that construction of the Project will provide substantial benefits to the citizens of Ascension Parish and timely completion of the project is in the best interest of both Parties. Therefore, notwithstanding the District's discretion over the use of quick take procedures, the District shall not arbitrarily deny the use of such procedures and shall assist NWI in maximizing the efficiency of the project. The District shall further allow NWI the sole and complete discretion concerning the litigation of any such expropriation suit, once filed.
- 1.6. The Parties shall cooperate in good faith and take all reasonable actions necessary to effect the purposes of this Agreement as well as the Local Services Agreement between the District and Parish. Furthermore, the Parties shall provide all information and documents to the extent necessary to facilitate each Party's obligations herein.
- 1.7. The Parties acknowledge that NWI shall maintain the exclusive use of all property acquired pursuant to this Agreement and this exclusive use shall survive termination of this Agreement.
- 1.8. Nothing in this Agreement shall be deemed to modify the NWI's obligations under Louisiana Public Service Commission Order No. U-36383, dated September 13, 2023, federal and state laws and regulations, Parish Ordinances, or the April 18, 2024, Act of Transfer of Property and Utility Assets between the Parish and NWI.

2. ADHERENCE TO PROJECT SCHEDULE

- 2.1. NWI shall make all reasonable and good faith efforts to complete the Project by April 18, 2029. This date represents sixty (60) months from the execution of the Act of Transfer of Property and Utility Assets Agreement between NWI and the Parish, dated April 18, 2024. If at any time NWI becomes aware that it will fail to meet a specified project deadline due to unforeseen circumstances, NWI shall inform the District in writing no later than thirty (30) days in advance of the Project deadline. This notice shall specify the reasons for the delay as well as propose a rehabilitative strategy. Upon the District's receipt of such notice, the Parties shall confer in good faith to establish an extension or modified schedule. Any mutually agreed upon extension or modified schedule shall be memorialized in a writing signed by the Parties' authorized representatives.
- 2.2. The Parties shall not deliberately delay the completion of their respective obligations except as may be permitted or required by Force Majeure or Litigation Activity.
- 2.3. For the purposes of this Agreement, "Litigation Activity" means any lawsuit against the District, Parish, or NWI that results in a court order, whether in the form of a restraining order or injunction, delaying or halting construction of the Project or the acquisition of any property rights necessary thereto.
- 2.4. For purposes of this Agreement, "Force Majeure" means any of the following events that directly cause any of the Parties' respective obligations hereunder not to be performed in a timely manner: (a) an earthquake, hurricane, tornado, flood, or other similar act of God; (b) fire; (c) strikes or similar labor disputes provided such strike or similar dispute is beyond the control of the affected party and provided that affected party takes all steps reasonably possible to remediate such strike or similar dispute; (d) acts of public enemy; (e) inability to obtain labor or materials or clear access to the sites, as applicable, by reason of acts or omission of any governmental body not caused by the affected party's actions or omissions; (f) pandemic, endemic, or other widespread disease or adverse health condition, including any State or Federal restrictions, orders, proclamations, and other edicts concerning the continuation of work, public gatherings, assembly, or other conditions rendering continuation of the Project impracticable; (g) rebellions, riots, insurrections or civil unrest; (h) unusually

severe weather conditions that actually cause similar construction or development activities in the area of the sites to be suspended; (i) hazardous substance (*i.e.* a hazardous substance, covered by any State or Federal environmental law or regulation), whose existence on any property necessary for the Project is unknown to the Parties despite reasonable diligence, which may or may not include appropriate environmental studies; (j) discovery of any ancient, historical, archeological, architectural, or cultural artifacts, relics, or remains on the sites; and (k) any act or omission of person or entity other than the District and NWI not caused by either the District's or the NWI's actions or omissions.

2.5. For purposes of this Agreement, any event of Force Majeure shall be deemed to exist only to the extent and for the duration that District or NWI is so prevented from performing its obligations because of the event of Force Majeure. Further, without limiting the generality of the foregoing, any period afforded to a party or within which a party is required under the terms and conditions of this Agreement to perform an obligation herein shall be extended by (1) the actual applicable period of the Force Majeure; and (2) any period during which a party was prevented from performing any such obligation as a direct result of failure by the other party to commence or complete a specific activity or activities that the Agreement requires be commenced or completed as a condition precedent to such performance of such obligation.

3. NOTICE:

3.1. Any notice, demand, communication or request or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the District: Clint Cointment, President of the Council
of the Parish of Ascension, Louisiana
615 E. Worthey St.
Gonzales, LA 70737

If to NWI: Myrion Lambert, CEO of
National Water Infrastructure, LLC
37458 Cornerview Road
Geismar, LA 70734

3.2. Notices shall be effective when received by each of the above-mentioned individuals at the addresses specified above. Each party shall be responsible for notifying the other of any changes to designated representatives or mailing addresses set forth above.

3.3. Nothing contained in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the District and NWI.

4. LIBERAL CONSTRUCTION

This Agreement shall be construed liberally to secure the beneficial intents and purposes outlined herein.

5. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana. Furthermore, in the event that any dispute arises between the Parties relating to the obligations created in this Agreement, the Parties agree that jurisdiction and venue to resolve any and all disputes shall be in the 23rd Judicial District Court of the State of Louisiana.

6. CONTROLLING AGREEMENT:

This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the Parties with regard to the terms, obligations, and conditions of this Agreement.

7. TERM:

The Agreement shall be effective as of the date of execution and shall terminate once all necessary property rights for the construction of the regional sewerage collection and treatment system have been acquired. Notwithstanding anything to the contrary, NWI's exclusive right to use the property acquired pursuant to this Agreement shall survive termination or expiration of this Agreement.

8. CAPTIONS

The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or extent of any of the provisions of this Agreement.

9. AMENDMENT OR MODIFICATION

No agreement shall be effective to amend, change, modify, waive, release, discharge, or terminate this Agreement in whole or in part, unless such agreement is in writing, refers expressly to this Agreement, and is duly signed by an authorized representative of each of the Parties.

10. TERMINATION FOR CAUSE

The Parties may terminate this Agreement for cause based upon the failure of a Party to comply with the terms or conditions of the Agreement. The terminating party shall provide the other Party with advance written notice and a reasonable cure period of not less than forty-five calendar days. Thereafter, if the failure has not been corrected, this Agreement shall terminate on the date specified in the notice.

11. SEVERABILITY

To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Nevertheless, if any one or more of the provisions of this Agreement shall be declared to be contrary to law by any Court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have made and executed this Cooperative Endeavor Agreement as of the date and year first written above.

**NATIONAL WATER
INFRASTRUCTURE, LLC**

Printed Name:

By Myron Lambert, CEO

Printed Name:

Notary Public

**EAST ASCENSION CONSOLIDATED
GRAVITY DRAINAGE DISTRICT NO.
1 OF THE PARISH OF ASCENSION,
LOUISIANA,**

Printed Name:

By Clint Cointment, President

Printed Name:

Notary Public