

**CITY OF WEST MONROE
PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC
MASTER SERVICES AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 202__ by and between **City of West Monroe**, whose address **303 W Pavilion Drive, West Monroe, LA 71292**, hereinafter referred to as "Company," and **Providence Engineering and Environmental Group LLC**, whose address is **1201 Main Street, Baton Rouge, Louisiana 70802**, hereinafter referred to as "Contractor" (collectively the "Parties").

WITNESSETH:

WHEREAS, Company has a need for certain work and services ("Work") to be performed by an independent contractor from time to time; and

WHEREAS, Contractor is able, willing, and capable, and possesses the necessary technical knowledge, trained personnel, equipment, licenses, and expertise to perform the Work as an independent contractor to be requested by Company.

NOW, THEREFORE, in consideration of the provisions for payment and the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

1. TERM

This Agreement shall be effective for a period of twelve (12) months, commencing on the Effective Date first appearing above and will automatically renew on an annual basis, unless canceled pursuant to Section 19 herein.

2. SERVICES

The Work to be performed by Contractor under this Agreement shall be performed for Company or on behalf of Company's clients ("Clients") pursuant to Company's prime contracts with Clients ("Prime Contracts").

3. WORK ORDER AND COMPENSATION

During the term of this Agreement, should Company desire Contractor to perform Work, Company shall prepare and submit to Contractor a Work Order substantially in the form attached hereto and incorporated herein as Exhibit "A," Work Order.

The Work Order shall include the following:

- (a) Detailed description of the Work to be performed ("Scope of Work")
- (b) Commencement and completion dates
- (c) Compensation to be paid to Contractor
- (d) When applicable, name of Client for whom the Work shall be performed

In each Work Order, Company shall indicate the amount of Contractor's compensation for its performance of the Work. Upon receipt of each Work Order submitted hereunder, Contractor shall either accept such Work Order by fully executing and returning same to Company, thereby agreeing to perform the requested Work in accordance with the Work Order, or promptly notify Company that it does not wish to accept the Work Order, thereby declining to perform the requested Work. All accepted and fully executed Work Orders shall become a part of this Agreement and all Work performed thereunder shall be governed by the terms and conditions hereof. No Work shall start until Contractor receives a Work Order from and fully executes and returns same to Company. Company agrees that Contractor's Rate Schedule shall automatically be updated on an annual basis and is subject to change at any time due to economic conditions.

4. BILLING AND PAYMENTS

Contractor shall submit written invoice statements to Company not more frequently than once every two weeks, setting forth the nature and time spent in the performance of services rendered, along with such records, receipts, or other evidence of payment for items for which reimbursement is requested by Contractor from Company. Payment shall be made by Company within thirty (30) days from Company's receipt of such invoice.

5. INDEPENDENT CONTRACTOR/SUPERVISION

Contractor shall perform the Work as an independent contractor and not as an employee. Contractor shall not be considered an agent, partner, or joint venture of Company. Contractor shall not represent itself to third persons as other than an independent contractor of Company, nor shall Contractor offer or agree to assume any obligations or commitments in Company's name.

Contractor shall have the right and obligation to control the manner, means, and details of its performance of the Work. Any provisions in the Scope of Work that appear to give Company or Client the right to direct or control details of Contractor's performance of the Work or exercise any measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Company or Client in the results of the Work only; such provisions shall not be construed as granting Company or Client control over the performance of the Work or the manner, means, or details by which it is to be accomplished.

The Work shall be performed in a manner best calculated to promote rapidity in execution and to avoid injury and damage to property. Contractor shall be responsible for the means and methods of performance of this Agreement and the safety procedures and programs incidental thereto.

6. PROPERTY PROTECTION/CLEANUP

Contractor shall be responsible for all damage or injury to public or private property occurring during its prosecution of the Work to the extent that such damage or injury results from any negligent act, omission, neglect, or willful misconduct by Contractor or any party for whose actions Contractor is responsible. Contractor shall not be responsible for any damage or injury to property to the extent that such damage or injury results from any negligent act, omission, neglect, or misconduct by Company or any party for whose actions Company is responsible.

Contractor shall maintain the work site(s) in a neat and orderly condition. Upon completion of the Work, Contractor shall remove all trash, debris and surplus material which resulted from its operation, leaving the site in a condition similar to that which existed prior to initiation of the Work.

7. INSPECTION AND UTILITIES

All Work performed by Contractor shall be subject to inspection and approval by Company at all reasonable times, but such approval shall not relieve Contractor of responsibility for its proper performance of the Work.

Where Work is near utility services (public or private) or properties, it shall be Contractor's responsibility to inform Company and the owner of the utility services and properties affected by such intended Work. Work shall not begin in the area until arrangements have been made by Contractor for protecting the respective lines, pipes, *etc.* from damage. In the event that services of any utility need to be interrupted in order for Contractor to perform the Work specified in this Agreement, Contractor shall promptly notify Company and the owner.

8. INSURANCE

Contractor shall procure and maintain in effect during the term of this Agreement the insurance coverages set forth in Exhibit "B," attached hereto and made a part hereof by this reference.

Contractor shall furnish a "Certificate of Insurance" to Company, confirming that such minimum coverages and limits are in effect, and such insurance coverages shall not be canceled without thirty (30) days' advance written notice to Company.

9. INDEMNITY

Contractor agrees to indemnify, defend, and hold harmless Company and Client, their officers, agents, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses, including reasonable legal fees and other expenses of litigation to the extent the foregoing result from (i) the negligent acts, errors or omissions of Contractor, its officers, employees, subcontractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by Contractor, its officers, employees, subcontractors, or agents. The foregoing obligation shall include but not be limited to (1) personal injury, disease, or death of any person, including Contractor's, Company's, and Client's employees, (2) loss of or damage to property of any type, (3) professional liability arising out of errors or omissions and/or negligence in connection with the performance of the Work or services under the Scope of Work, (4) any contamination of, injury or damage to, or adverse effect on persons, animals, aquatic, or wildlife, vegetation, waters, air, land, or environment, (5) any violation by Contractor or its subcontractors of any applicable federal, state, or local law, rule, or regulation, or (6) any patent or copyright infringement by Contractor or its subcontractors or suppliers.

To the extent allowed by Louisiana law, Company agrees to indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses including reasonable legal fees and other expenses of litigation to the extent the foregoing result from (i) the negligent acts, errors or omissions of Company, its officers, employees, other contractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by Company, its officers, employees, other contractors, or agents. The foregoing obligation shall include but not be limited to (1) personal injury, disease, or death of any person, including Contractor's, Company's, and Client's employees, (2) loss of or damage to property of any type, (3) professional liability arising out of errors or omissions and/or negligence in connection with the performance of the Work or services under the Scope of Work, (4) any contamination of, injury or damage to, or adverse effect on persons, animals, aquatic or wildlife, vegetation, waters, air, land, or environment, (5) any violation by Company or its other contractors of any applicable federal, state, or local law, rule, or regulation, or (6) any patent or copyright infringement by Company or its other contractors or suppliers.

10. CONFIDENTIALITY

Contractor shall only utilize information received from Company for the purpose of providing the services contemplated under this Agreement. Contractor shall not divulge, directly or indirectly, any information acquired by Contractor from Company in the performance of this Agreement to any third party without the express written consent of Company, unless required to do so by law or court or agency order. Any demand for such information shall be forwarded to Company within 48 hours of receipt of such demand by Contractor.

Company shall only utilize information received from Contractor for the purpose of fulfilling its duties and obligations under this Agreement. Company shall not divulge, directly or indirectly, any information acquired by Company from Contractor in the performance of this Agreement to any third party without the express written consent of Contractor, unless required to do so by law or court or agency order. Any demand for such information shall be forwarded to Contractor within 48 hours of receipt of such demand by Company.

11. CHANGES

Company may request changes to the Scope of Work after the applicable Work Order has been accepted and fully executed. If Contractor is of the opinion that a proposed change will either increase or decrease the cost and/or time required for performance, Contractor shall so notify Company, and any subsequent change satisfactory to both Contractor and Company shall be reduced to writing, executed by Contractor and Company, and shall thereafter modify this Agreement accordingly.

12. NOTICES

Any notice, invoice, or statement provided for in this Agreement shall be in writing and shall be considered duly delivered when mailed, postage prepaid, or emailed to the following:

Send all invoices to:

TO: Company

City of West Monroe
Attn: Daryl Platt, Director of Public Works
303 W Pavilion Drive
West Monroe, LA 71292
Email: dplatt@westmonroe.la.gov
With a copy to: Joshua Laneaux
Email: jlaneaux@westmonroe.la.gov

TO: Contractor

Providence Engineering and Environmental Group LLC 1201 Main Street Baton Rouge, Louisiana 70802 Attn.: Contract Administrator Email: contracts@providenceeng.com	Providence Engineering and Environmental Group LLC 1201 Main Street Baton Rouge, Louisiana 70802
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13. NON-EXCLUSIVE

The Parties recognize that this Agreement is not exclusive and that each Party reserves the right to contract with third parties for similar services during the term of this Agreement.

14. GOVERNING LAW

THE PROVISIONS OF THIS AGREEMENT AND THE DOCUMENTS DELIVERED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

15. REGULATIONS

Contractor certifies that unless specifically exempted, all products, commodities, or services furnished under this Agreement have been manufactured, processed, delivered, and/or performed in full compliance with all applicable laws and regulations including but not limited to the Civil Rights Act of 1964, as amended; the Equal Pay Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Orders 11246 and 11141 (Title 41, Chapter 60, Code of Federal Regulations); the Vietnam Era Readjustment Act of 1974; the Rehabilitation Act of 1973; Executive Order 11758 (Title 20, Chapter VI, Part 741, Code of Federal Regulations); and, all Regulations, Rules, and Orders thereunder. Contractor hereby agrees that all of the applicable provisions of the above Orders, Acts, Rules, and Regulations, as same may be amended or superseded, are hereby made a part hereof by reference and are binding upon Contractor.

16. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS

This Agreement, together with the Exhibits attached hereto and incorporated herein by this reference, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. HEADINGS

The headings of the paragraphs and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, information, or data prepared by Contractor specifically for Company in fulfillment of the services to be provided under this Agreement shall be the property of Company. Notwithstanding anything to the contrary contained in this Agreement, Contractor's preexisting proprietary information, including, but not limited to, software, computer programs, standard details and specifications, shall remain the exclusive property of Contractor. Any reuse of the documents prepared by Contractor under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to Contractor.

19. SUSPENSION AND/OR CANCELLATION

Should either Party be unable to fulfill its obligations under this Agreement in a timely and professional manner, the other Party shall have the right to cancel or suspend this Agreement with ten (10) days written notice. Neither Party shall be considered in default hereof should its failure to fulfill its obligations hereunder be the result of forces beyond that Party's control.

In the event that Company is informed by Client that the project covered under the Scope of Work is not able to continue, Company shall immediately notify Contractor and terminate this Agreement without further expense to Company or Contractor, except that Company shall pay Contractor for Work performed and/or services provided as of termination. Notwithstanding the foregoing, Company shall only be obligated to pay Contractor for Work performed and/or services provided as of termination to the extent that Client pays Company for same.

20. SAFETY

Contractor shall become familiar with, adhere to, and strictly enforce all rules and regulations established for the project site by Company and/or Client.

Contractor acknowledges that it possesses the federal, state, and local permits, licenses, and certifications necessary to practice in the state in which the Work is to be performed and shall perform the Work in a manner consistent with all applicable regulatory and industry standards.

Contractor understands and acknowledges the potential for contact with hazardous waste or materials in the Scope of Work and certifies that its employees engaged in the Work have completed health and safety training courses as specified by the Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (US EPA), and respective Chapters 29 and 40 of the Code of Federal Regulations (CFR). Contractor shall additionally assure its compliance with the Company's/Client's health and safety policies and procedures, site-specific health and safety plans, or other health and safety rules specified for the Work.

21. ASSIGNMENT

Company shall not assign or transfer this Agreement or any interest herein without the written consent from Contractor. Contractor may assign or transfer this Agreement at any time without consent from Company.

22. WARRANTIES

Contractor shall perform the Work with the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances.

23. WORK PRODUCT

Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Contractor, are for the exclusive use and benefit of Contractor or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Contractor or its agents for any purpose other than the Project. Contractor will not distribute or convey such Reports to any other persons or entities without Company's prior written consent which shall include a release of Contractor from liability and indemnification by the third party. Contractor's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Contractor's professional services, do not constitute goods or products and are copyrighted works of Contractor. However, such copyright is not intended to limit the Contractor's use of its work product in connection with the Project.

24. STANDARD OF CARE

Contractor will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

25. COMPANY RESPONSIBILITIES

Company shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Contractor with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables, and utilities within the Project site. Company shall cooperate with all requests by Contractor, including obtaining permission for access to the Project site. Company releases Contractor from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Company or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Contractor shall immediately stop work in the affected area and report the condition to Company.

26. LIMITATION OF LIABILITY

Contractor's potential liability to Company and others is grossly disproportionate to Contractor's fee due to the size, scope, and value of the Project. Therefore, unless Company and Contractor otherwise agree in writing in consideration for an increase in Contractor's fee, Company, including its directors, officers, partners, employees, agents, contractors, and their respective assigns, agree to limit Contractor's liability (whether arising from contract, statutory violation, or tort) to the amount

of Contractor's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement.

27. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect, punitive, or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.

28. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. EQUAL OPPORTUNITY

To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart A. Additionally, this Company and Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**PROVIDENCE ENGINEERING AND
ENVIRONMENTAL GROUP LLC**

CITY OF WEST MONROE

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT “A”
WORK ORDER

EXHIBIT "A"
WORK ORDER

Project/Client Name: _____

Company submits this Work Order to Contractor pursuant to the terms of the Master Services Agreement between the Parties dated _____, 202_.

Contractor shall furnish all labor, technical capability, tools, equipment, transportation, materials, and other facilities and items necessary or convenient to complete the following Work:

Scope of Work: (Attach additional sheets as necessary.)

Contractor shall commence the Work by _____, 202_, and shall complete the Work on or before, ____
_____, 202_.

Contractor shall complete the Work in accordance with the Master Services Agreement for the following consideration, which shall constitute full and complete payment therefor:

- ☐ (a) the total lump sum amount of \$ _____;
- ☐ (b) in accordance with the project-specific rates attached to this Work Order.

This Work Order is hereby submitted to Contractor by Company as of the ____ day of _____, 20_.

City of West Monroe

By: _____

Title: _____

Project Number: _____

This Work Order is hereby accepted by Contractor as of the ____ day of _____, 202_.

Providence Engineering and Environmental Group LLC

By: _____

Title: _____

EXHIBIT “B”

INSURANCE REQUIREMENTS

EXHIBIT "B"

INSURANCE REQUIREMENTS

Contractor shall procure and maintain during the term of this Agreement insurance as hereinafter enumerated in minimum limits of:

Workers' Compensation and Employers' Liability Insurance

Workers' Compensation	- Statutory
Employers' Liability	- \$1,000,000 Each Accident
	- \$1,000,000 Disease Each Employee
	- \$1,000,000 Disease Policy Limit

Comprehensive General Liability Insurance

Each Occurrence	- \$1,000,000
General Aggregate	- \$2,000,000
Products and Completed operations Aggregate	- \$2,000,000
Personal and Advertising Injury	- \$1,000,000

Professional Liability Insurance (Errors & Omissions) (May be claims-made policy)

Each Occurrence	- \$1,000,000
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Pollution Liability Insurance (May be included in general liability policy)

Each Occurrence	- \$1,000,000
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Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability insurance which shall include coverage for all owned, non-owned, and hired vehicles.

Combined Single Limit	- \$1,000,000
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