



Print Selected

Close

dc
10/3/19

Payee	Amount	Deliver By Date	Additional Items
New Library Check	\$32,805.00	10/2/2019	Confirmation #: 191 From Account: CHK Acct: *****2056 Delivery: Standard Invoice/Comment:

Invoice/Comment

The information below will appear on the check stub to New Library

Invoice #	Type	Description	Amount
<input type="text" value="Invoice #3"/>	<input type="text" value="Invoice"/>	Landry agreement court filing. Munna bill	\$ <input type="text" value="32805.00"/>
Add another item			
Invoice Total			\$32805.00
Payment Total			\$32805.00

Comments are for personal use and will not appear in the check stub.
(ex. This payment is for my rental property)

Characters remaining

Invoice



Date 9/26/2019

Invoice #3

ST. BERNARD PARISH GOVERNMENT
8201 W JUDGE PEREZ DRIVE
CHALMETTE, LA 70043
PHONE 504-278-4255
FAX 504-278-4329

TO St. Bernard Parish
Library
2600 Palmisano Blvd.
Chalmette, LA 70043-
3666

			Due Date
			10/26/2019
	St. Bernard Parish Public Library		

Qty	Description	Unit Price	Line Total
	Clerk of Court Invoice #2019-00005921/File#626648	\$205.00	\$205.00
	Mike Munna Construction LLC Invoice #2	\$32,600.00	\$32,600.00
Subtotal			\$32,805.00
Total			\$32,805.00

Make all checks payable to ST. BERNARD PARISH GOVERNMENT



St. Bernard Parish Government

CLERK of COURT


Invoice Approval – Grant Funded Project

Project Name:
Library Board
NEW Main Library

Description of Information:
 Randy S. Nunez, St Bernard Clerk of Court **(736)**
 Invoice Receipt #2019-00005921
 Book #1913
 Page #577
 File #626648
 Amount: \$205.00
 Requested by Faith Ragas 9/12/2019

Agreement
 Landry Management Consultants, LLC

PO #: 1903487
 REQ #: 2019/1905025

Official (Print Name)	APPROVAL STAMP	Comments
Melissia P. O'Neil Manager Grants Department		Reviewed and Approved

ACCOUNT:
4646530 – 571001 – 0104

9/16/2019 12:11 PM mpo **(M)**

#48049

RECEIVED
 SEP 17 2019
 FINANCE DEPARTMENT

(9)

St. Bernard
Randy S. Nunez Clerk of Court
 St. Bernard Parish Courthouse
 Chalmette, LA 70044
 Phone Number : (504) 271-3434

Official Receipt #2019000059217

Printed On : 09/09/2019 at 11:54:25 AM

By : 218 on SBCOCLAND04

Customer :
 ST BERNARD PARISH GOVERNMENT
 8201 WEST JUDGE PEREZ DRIVE
 ATTENTION: BLAIR ELLINWOOD
 CHALMETTE, LA 70043

Date Recorded : September 09, 2019

Instrument ID	Recorded Time	Amount
Book : 1913 Page : 573	11:47:09 AM	\$105.00
Transaction : MORTGAGES - GENERAL		
Name(s) : ST BERNARD PARISH GOVERNMENT		
To : ALL SOUTH CONSULTING ENGINEERS LLC		

Instrument ID	Recorded Time	Amount
Book : 1913 Page : 575	11:49:31 AM	\$105.00
Transaction : MORTGAGES - GENERAL		
Name(s) : ST BERNARD PARISH GOVERNMENT		
To : H DAVIS COLE & ASSOCIATES, LLC		

*PW 18173
 Program Administration / Project Coordination
 for FEMA Funded Capital Repair Projects
 Amendment no. 5 - H. Davis Cole &
 Associates, LLC*

Instrument ID	Recorded Time	Amount
Book: 1913 Page: 577	11:51:17 AM	\$205.00
Transaction : MORTGAGES - GENERAL		
Name(s) : ST BERNARD PARISH GOVERNMENT		
To : LANDRY MANAGEMENT CONSULTANTS, LLC		

*Library Board
 New main Library - Project Management
 Services
 LANDRY MANAGEMENT CONSULTANTS, LLC
 AGREEMENT*

Total Due : ~~\$415.00~~
 Amount Charged : ~~\$415.00~~
 Change Tendered : \$0.00

*Javik
 Ragan
 9/12/19*

THANK YOU
 VISIT OUR WEBSITE AT WWW.STBCLERK.COM

RECEIVED
 SEP 16 2019
 Grants Department
 St. Bernard Parish Government

~~Book # 1913~~

~~Page # 577~~

~~File # 602 604 82~~

~~Library Board~~

~~New Main Library~~

~~Project Management Services~~

RECEIVED
 SEP 17 2019
 FINANCE DEPARTMENT

~~Landry Management Consultants, LLC~~

~~Agreement \$205.00~~

St. Bernard Parish Certified Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(804) 371-3434

Received From :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

First MORTGAGOR
ST BERNARD PARISH GOVERNMENT

First MORTGAGEE
LANDRY MANAGEMENT CONSULTANTS LLC

Index Type : MORTGAGES
Type of Document : AGREEMENT

File Number : 826848

Recording Pages : 17
Description : CONSULTANT SERVICES

Book : 1913 Page : 577

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 09/09/2019

At (Recorded Time) : 11:51:17AM



Doc ID - 007992610017

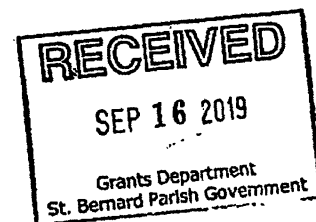
CLERK OF COURT
RANDY S. NUNEZ
Parish of St. Bernard
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 09/09/2019 at 11:51:17
Recorded in Book 1913 Page 577
File Number 826848

Deputy Clerk

/s/Cheyenne Robin

Return To :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

Do not Detach this Recording Page from Original Document



**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND
LANDRY MANAGEMENT CONSULTANTS, LLC**

THIS AGREEMENT FOR CONSULTANT SERVICES (this "Agreement") is made and entered into by and between the St. Bernard Parish Government ("SBPG"), herein represented by Guy McInnis., Parish President, and Landry Management Consultants, LLC (hereinafter "CONSULTANT"), herein represented by Douglas D. Landry., to be effective as of , August 27 2019 ("Effective Date").

RECITALS

WHEREAS, SBPG desires to engage CONSULTANT for the performance of professional consulting services;

WHEREAS, Landry Management Consultants, LLC, a Limited Liability Company organized under the laws of the state of Louisiana, and located at 2109 Legend Street Meraux, Louisiana 70075, is qualified and desires to perform such services on behalf of the SBPG; and

NOW, THEREFORE, SBPG and CONSULTANT, for good and valuable consideration, agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

Section 1. Services provided by CONSULTANT. CONSULTANT shall perform the following duties:

- 1.1 Provide project management services for the construction of the New St. Bernard Parish Library facility currently in design. The CONSULTANT shall augment the Capital Improvements Department staff acting as an extension of said department, reporting to the Department Supervisor.
- 1.2 Provide services as described in ATTACHMENT A, attached and made part of this agreement with a period of performance end date of September 20, 2020, starting from the effective date of this agreement.
- 1.3 CONSULTANT shall provide other consultant services as deemed necessary by the Parish President through a request in writing at a mutually agreed upon cost and period of performance.
- 1.4 CONSULTANT shall work exclusively at the direction of the Parish President, Chief Administrative Officer, Director of Public Works, and Supervisor of the Capital Improvements Department.

Section 2. Standard of Care. CONSULTANT hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, CONSULTANT shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which CONSULTANT is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Further, the CONSULTANT agrees to abide by privacy laws for any information obtained from St. Bernard Parish Government and the services provided as per the agreement.

Section 3. Services to be provided by SBPG. SBPG shall perform each of the following services as set forth in this Article:

- 3.1 SBPG shall provide the CONSULTANT with direction regarding the SBPG specific project goals, priorities and objectives and status regularly to perform services necessary to support those goals, objectives and priorities.
- 3.2 SBPG shall provide with access to all project related documentation necessary to perform the duties as set forth in the Scope of Services.
- 3.3 SBPG shall furnish all legal, accounting and insurance counseling services as required.
- 3.4 Owner shall require Architect to furnish CONSULTANT with a sufficient and reasonable quantity of Construction Documents.
- 3.5 SBPG shall provide CONSULTANT with information regarding SBPG requirements for the Project and will cooperate with CONSULTANT in obtaining information requested by CONSULTANT.
- 3.6 SBPG shall retain the Architect, Interior Designer and the General Contractor and any and all Consultants, (except those hired by the Architect) suppliers and vendors necessary to complete the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of SBPG. SBPG represents and warrants that:

- A. SBPG has the legal authority to enter into this Agreement; and
- B. The undersigned President of the SBPG has the authority to execute this Agreement on behalf of SBPG.

Section 2. Representations and Warranties of CONSULTANT. CONSULTANT represents and warrants that:

- A. CONSULTANT has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement nor has CONSULTANT paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting CONSULTANT in securing this Agreement;
- B. CONSULTANT, through Douglas D. Landry, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against CONSULTANT in accordance with its terms;
- C. CONSULTANT is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. CONSULTANT has the requisite expertise, and qualifications in place and available to enable them to fully perform the Services and CONSULTANT;
- E. As of the Effective Date of this Agreement, CONSULTANT has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. CONSULTANT is not in breach of any federal, state or local statute or regulation applicable to CONSULTANT or its operations;
- G. CONSULTANT has read and fully understand the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III COMPENSATION

Section 1. METHOD OF PAYMENT

The lump sum cost for project management services provided by LMC for this project is based on the current budget provided of \$11,387,881.00, and current project construction period of performance through construction closeout scheduled for September 30, 2020.

Subject to the terms and conditions of this Agreement, SBPG shall pay to CONSULTANT for CONSULTANT'S complete performance under this

Agreement, including without limitation, the completion of all Work for the period of performance ending September 20, 2020, a lump sum total amount of One Hundred Ninety Six Thousand and Three hundred dollars and no cents, (\$196,300.00). The consultant shall invoice for services monthly pursuant to the proposed Cost Table attached to this agreement as ATTACHMENT B "COST SCHEDULE".

The contract sum and period of performance can be adjusted by mutually agreed upon Amendments to this Agreement, pursuant to Article III, Section 5 and 6, of this agreement. An extension to the construction close-out end date shall extend the period of performance and will constitute additional services. CONSULTANT shall provide a proposal for additional services to accommodate the extended period of performance beyond September 20, 2020.

Section 2. Invoices. CONSULTANT shall submit invoices monthly for services rendered, subject to the terms of this Agreement, invoices are payable to CONSULTANT within thirty (30) days of receipt by SBPG.

Section 3. Expenses. CONSULTANT shall provide a detailed expense report with accompanying receipts for travel expenses and other reimbursable expenses incurred while executing the official duties outlined herein, including travel mileage and lodging in accordance with federal and state rates. Travel mileage shall be paid to CONSULTANT for necessary travel outside of the New Orleans metropolitan area. Such expenses are only eligible for compensation when approved by the President, CAO, Director of Public Works, or Capital Improvements Department Supervisor. SBPG must compensate the CONSULTANT in a timely manner for expense reports submitted in accordance with the above provisions, and/or must directly incur the cost of any travel expenses required for the CONSULTANT to execute the official duties outlined herein.

Section 4. Truth-In-Negotiation. As of the Effective Date of this Agreement, CONSULTANT represents and warrants that the lump sum cost charged to SBPG as set forth in this Article III for the performance of the Services are reasonable and negotiated at arm's length.

Section 5. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of SBPG are not authorized to request CONSULTANT to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. SBPG shall not be required to reimburse CONSULTANT for any services provided by CONSULTANT that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 6. Additional Services. CONSULTANT will be compensated for additional services including any and all cost associated with extension of the construction close-out period of performance end date of September 20, 2020. Payment for additional services will be computed and based on a lump sum price

mutually agreed upon by both parties. Any request for CONSULTANT to provide additional services must be requested in advance and in writing.

ARTICLE IV TERM

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of performance ending September 20, 2020. If the construction close-out period of performance date is extended, the CONSULTANTS period of performance shall be extended by Amendment including additional compensation.

ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 1. CONSULTANT Shall Not Discriminate. In the performance of this Agreement, CONSULTANT agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any SBPG employee working with CONSULTANT in any of CONSULTANT's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CONSULTANT. CONSULTANT agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The CONSULTANT shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all of the above referenced Acts and any discrimination claims.

Section 2. Equal Employment Opportunity. CONSULTANT further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with CONSULTANT. Further, CONSULTANT agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, CONSULTANT agrees all solicitations or advertisements for employees placed by or on behalf of CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. The

CONSULTANT shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all employment laws.

Section 3. Subcontracts. CONSULTANT shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subconsultants to comply with such provisions. CONSULTANT's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEPENDENT CONSULTANT STATUS

Section 1. Independent CONTRACTOR Status. CONSULTANT shall not be deemed to be an employee, servant, agent, partner or joint venturer of SBPG. Rather, CONSULTANT herein expressly acknowledges and agrees that it is providing services exclusively as an independent CONTRACTOR to SBPG, as such term is defined in La. Rev. Stat. 23:1021(7). As such, CONTRACTOR agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of SBPG. Further, CONSULTANT acknowledges and agrees that, as an independent CONTRACTOR, neither CONSULTANT nor any of its employees shall be entitled to receive any benefits that employees of SBPG are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to SBPG under this Agreement. As an independent CONTRACTOR, CONSULTANT acknowledges herein that he has no cause of action or claim against SBPG that should arise from the performance of CONSULTANT pursuant to this agreement.

Section 2. No Withholding; Form 1099 Reporting. CONSULTANT understands and agrees that (a) SBPG will not withhold on behalf of CONSULTANT any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that SBPG will not make available to CONSULTANT any of the benefits afforded to employees of SBPG; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of CONSULTANT; and (c) CONSULTANT will indemnify and hold SBPG harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges CONSULTANT's independent CONSULTANT status, both CONSULTANT and SBPG shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. CONSULTANT acknowledges that all compensation paid to CONSULTANT pursuant to this Agreement will be reported annually by SBPG to the Internal Revenue Service on Form 1099.

ARTICLE VII GOVERNING LAW

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

**ARTICLE VIII
RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

Section 1. Retention. CONSULTANT agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT's profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices. Subsequent to five (5) year period but prior to destroying records, CONSULTANT shall provide St. Bernard Parish the opportunity to take possession of files and/or relevant portions.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as SBPG may deem necessary, CONSULTANT shall make all data, records, reports and all other materials relating to this Agreement available to SBPG for examination and copying. In addition, CONSULTANT shall permit SBPG to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable SBPG to verify the accuracy of CONSULTANT's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by CONSULTANT in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, documents, records, external disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of SBPG, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of SBPG. SBPG shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of SBPG. CONSULTANT shall make all data and Work Product relating to this Agreement in its control available to SBPG in a format that is readily accessible and usable to SBPG, without further cost or expense to SBPG, for a period of three years following the completion of the Services described in this contract.

**ARTICLE IX
TERMINATION**

Section 1. Termination for Cause. SBPG shall have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to CONSULTANT of its intent to terminate and the reasons therefor.

Section 2. Termination for Convenience. SBPG shall have the right to terminate this Agreement without cause by giving CONSULTANT written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event SBPG elects to terminate for convenience, SBPG shall be obligated to pay CONSULTANT only for those Services performed up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE X INSURANCE

- A. During the term of this Agreement, CONSULTANT shall, at all times, maintain adequate automobile liability insurance with at least \$50,000/\$100,000 coverage limits.
- B. The CONSULTANT shall obtain and maintain during the life of the agreement, and provide copies to SBPG, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the agreement.
- C. The CONSULTANT shall not cause any Insurance Policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating date the date when such cancellation or reduction shall be effective, which shall not be less than thirty days after such notice.
- D. If the CONSULTANT does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract.
- E. At all times during the term of this agreement, CONSULTANT shall maintain at its own expense and without any reimbursement by owner the insurance protection of the kinds and in the minimum amounts set forth above:
- F. If CONSULTANT hires any employees that provide any work for SBPG then CONSULTANT must obtain worker's compensation insurance for said individual.

ARTICLE XI INDEMNITY PROVISION

CONSULTANT shall indemnify and hold harmless owner from any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the work provide that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or damage to property of whatsoever nature, including the loss of use resulting there from, to the extent caused by any negligent act or omission of CONSULTANT, its subconsultants, or anyone

employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of SBPG and/or the strict liability of the SBPG, its agents and employees.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

Guy McInnis
Parish President
St. Bernard Parish
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

If to CONSULTANT: Landry Management Consultants, LLC
Attention: Douglas D. Landry
2109 Legend Street Meraux, LA 70075

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between authorized representatives of SBPG and CONSULTANT.

ARTICLE XIII GENERAL PROVISIONS

Section 1. No Assignment. This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

Section 2. Conflict of Interest. CONSULTANT agrees to decline any offer of work, whether as an independent CONSULTANT or employee, if such work would (a) affect CONSULTANT's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with CONSULTANT's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with CONSULTANT. However, CONSULTANT shall be obligated to notify SBPG and provide full disclosure as to any possible adverse effects of such work as it relates to CONSULTANT's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with SBPG.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing. In performing the Services, CONSULTANT shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. CONSULTANT shall be obligated to immediately notify St. Bernard Parish Government in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

Section 4. Nonwaiver. The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

Section 7. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 8. Time is of the Essence. SBPG and CONSULTANT each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 9. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, CONSULTANT shall be free to provide services to other clients, and SBPG shall be free to engage the services of other CONSULTANT for the provision of some or all of the Services set forth in this Agreement.

Section 10. Prohibition Against Financial Interest in Agreement. No elected official or employee of SBPG shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of SBPG shall be deemed to be a financial interest of such elected official or employee of SBPG. Any willful violation of this provision, with the expressed or implied knowledge of CONSULTANT, shall render this Agreement voidable by SBPG.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE X INSURANCE

- A. During the term of this Agreement, CONSULTANT shall, at all times, maintain adequate automobile liability insurance with at least \$50,000/\$100,000 coverage limits.
- B. The CONSULTANT shall obtain and maintain during the life of the agreement, and provide copies to SBPG, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the agreement.
- C. The CONSULTANT shall not cause any Insurance Policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating date the date when such cancellation or reduction shall be effective, which shall not be less than thirty days after such notice.
- D. If the CONSULTANT does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract.
- E. At all times during the term of this agreement, CONSULTANT shall maintain at its own expense and without any reimbursement by owner the insurance protection of the kinds and in the minimum amounts set forth above:
- F. If CONSULTANT hires any employees that provide any work for SBPG then CONSULTANT must obtain worker's compensation insurance for said individual.

ARTICLE XI INDEMNITY PROVISION

CONSULTANT shall indemnify and hold harmless owner from any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the work provide that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or damage to property of whatsoever nature, including the loss of use resulting there from, to the extent caused by any negligent act or omission of CONSULTANT, its subconsultants, or anyone

employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of SBPG and/or the strict liability of the SBPG, its agents and employees.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

Guy McInnis
Parish President
St. Bernard Parish
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

If to CONSULTANT: Landry Management Consultants, LLC
Attention: Douglas D. Landry
2109 Legend Street Meraux, LA 70075

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between authorized representatives of SBPG and CONSULTANT.

ARTICLE XIII GENERAL PROVISIONS

Section 1. No Assignment. This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

Section 2. Conflict of Interest. CONSULTANT agrees to decline any offer of work, whether as an independent CONSULTANT or employee, if such work would (a) affect CONSULTANT's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with CONSULTANT's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with CONSULTANT. However, CONSULTANT shall be obligated to notify SBPG and provide full disclosure as to any possible adverse effects of such work as it relates to CONSULTANT's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with SBPG.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing. In performing the Services, CONSULTANT shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. CONSULTANT shall be obligated to immediately notify St. Bernard Parish Government in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

Section 4. Nonwaiver. The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

Section 7. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 8. Time is of the Essence. SBPG and CONSULTANT each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 9. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, CONSULTANT shall be free to provide services to other clients, and SBPG shall be free to engage the services of other CONSULTANT for the provision of some or all of the Services set forth in this Agreement.

Section 10. Prohibition Against Financial Interest in Agreement. No elected official or employee of SBPG shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of SBPG shall be deemed to be a financial interest of such elected official or employee of SBPG. Any willful violation of this provision, with the expressed or implied knowledge of CONSULTANT, shall render this Agreement voidable by SBPG.


Section 11. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 12. Complete Agreement. CONSULTANT specifically acknowledges that in entering into and accepting this Agreement, CONSULTANT relies solely upon the representations and agreements contained in this Agreement (including attachments hereto) and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 13. Venue. The proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be exclusively in the 34th Judicial District Court for the Parish of St. Bernard, Louisiana.

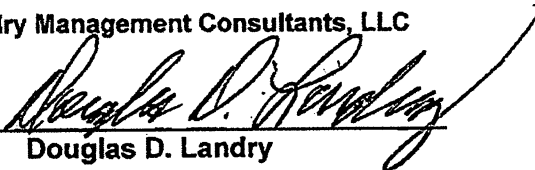
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

ST. BERNARD PARISH GOVERNMENT

By: 
Guy Mc Innis *AKA MF*
President, St. Bernard Parish Government

Date: 9/3/19

Landry Management Consultants, LLC

By: 
Douglas D. Landry

Date: 8-27-19

CONSULTANT SERVICES AGREEMENT BETWEEN SBPG AND LMCllc

ATTACHMENT A

Scope of Services

1. Design & Bidding Phase - Administration and Management

As an extension of the Capital Improvements Department, LMC will lead efforts by administering and managing the design firm and related service contracts. Our services shall include but not be limited to design budget compliance, design schedule adherence, expediting the end-user request for information request of the A/E firm and vice versa, the A/E request for information to SBPG and (LBC); financial tracking of A/E firm fees and invoicing. LMC will provide the following scope of services to manage each phase of design through the bidding phase effectively.

- 1.1 A/E preparation of design documents through the various phases of design; compliance with meeting Local, State and Federal Building Codes and Standards; Life Safety codes; ADA requirements and environmental compliance reviews. LMC shall ensure SBPG and (LBC) design expectations for efficiency, the functionality of systems; operation and maintenance requirements are met or exceeded.
- 1.2 SBPG and (LBC) internal departmental reviews; value engineering, (if needed); A/E firm sub-consultant site visit and site work scheduling necessary to complete design phases; planning for permitting; planning for site utilization, storage of materials and avoidance of property damage both on and off the project site; planning for communications with neighboring property with owners or occupants; public safety planning; identification of needed specialty subcontractors, consultants or separate contractors; and other aspects of the preconstruction phase of the Project.
- 1.2 Act as the liaison to the Architect and other parties involved in the design of the Library; report to SBPG and (LBC) the extent of adherence to the agreed to project schedule and budget, and any Project issues of significance. On an as-needed basis, LMC shall convene, chair, and distribute and correct minutes of meetings with SBPG, (LBC), Architect and other parties involved in the design.
- 1.3 LMC shall advise and assist SBPG in identifying and soliciting bids or proposals from potential prime contractors, consultants, and specialty contractors. LMC will aid the Capital Improvement Department with evaluating bids or proposals and preparing and negotiating contracts.
- 1.4 LMC, shall track Project costs and administer the categorizing of such costs on the Project according to the Project budget and any guidelines established by SBPG or LBC. LMC shall review and certify to SBPG amounts due to be paid to the Architect and specialty consultants and contractors and shall advise and assist SBPG regarding payment issues that arise.
- 1.5 LMC shall maintain a complete set of all design documents and shall assist in the issuance and distribution of draft and final versions of such documents including but not limited to the final Drawings and Specifications and any bid addenda.

- 1.6 LMC shall advise SBPG on an as-needed basis regarding the effectiveness, efficiency, and performance of the Architect and SBPG's separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist SBPG regarding analysis and resolution of any effectiveness, efficiency or performance issues.
- 1.7 LMC shall advise SBPG on an as-needed basis regarding the evaluation and processing of claims or requests for additional compensation or time to perform from the Architect and the SBPG's separate consultants or contractors.
- 1.8 LMC otherwise shall advise and assist SBPG in addressing any design, permitting, budget, schedule, bidding, contracting, regulatory, or other issues that arise during the design phase process.
2. **Public Outreach – (Assuming further public outreach is needed)**
Includes necessary preparation, coordination for scheduling of the venue, government officials (i.e., council, (LBC), administration) and necessary media outlets to ensure public awareness and attendance.
3. **Construction Phase Scope of Services**
 - 3.1 LMC shall provide design and construction contract administration during construction with regular construction observation, in collaboration with the Architect and independently. In this role, LMC shall monitor and coordinate the progress of the Project design team and construction team and act as an additional set of "eyes and ears" for SBPG, and LBC. LMC shall attend construction meetings regularly or as reasonably requested by SBPG involving all Project team members; keep, distribute and correct the minutes of such meetings; address issues and expedite development and implementation of solutions as they arise during the construction phase, and coordinate the collaboration of the Project team to achieve all SBPG and LBC objectives and serve the best interest of each.
 - 3.2 LMC shall monitor performance of separate contractors of SBPG as required, including but not limited to contracts for (i) testing and inspection services, (ii) commissioning of mechanical and other building systems (as applicable) and (iii) procurement and installation of furniture, appliances, computers, data cables and accessories, security system, telephones, and landscaping and irrigation equipment (as applicable).
 - 3.3 If and as needed, LMC shall act as an interface and information source to SBPG and occupants of neighboring properties, to maintain and enhance relationships.
 - 3.4 LMC shall monitor the administration of, and keep a complete file of all Project documents for the Construction Phase including without limitation Applications for Payment from the Contractor, Architect, and separate contractors and consultants, Requests for Information (RFI's), Design Clarification/Verification Requests (DCVRs), Requests for Proposals (RFP's), Changes in Condition, and changes in the Work through Change Orders, Change Directives and orders for minor changes in the Work. As part of its administrative responsibilities, LMC shall prepare and submit to SBPG, on a monthly basis or as otherwise reasonably requested by SBPG, status reports that address the status of the Work, the extent of adherence to the Project schedule and budget, and any Project

issues of significance. LMC shall maintain all documentation and existing evidence regarding change issues including but not limited to cost, delay, acceleration, and other schedule impacts.

- 3.5 LMC shall advise and provide administrative assistance to SBPG regarding changes desired, needed or proposed in the Work, as well as proposed substitutions, and shall assist in identifying alternative and more cost-effective approaches to addressing change-related and substitution-related issues. LMC shall advise and provide administrative assistance to SBPG regarding additional compensation and time requested due to changes in the Work and substitutions.
 - 3.6 LMC shall advise and provide administrative assistance to SBPG regarding requests for specialized testing or inspection, geotechnical or other design professional, or consulting services to be provided by SBPG. LMC shall advise and provide administrative assistance to SBPG in reviewing and making any decisions required regarding Shop Drawings, Product Data, and Samples. LMC also shall advise and provide administrative assistance to SBPG in reviewing defects, and nonconformities in the Work and in determining whether such Work should be specially inspected, tested, or rejected.
 - 3.7 LMC shall track Project costs and administer the categorizing of such costs on the Project according to the applicable schedule of values and any guidelines established by SBPG. LMC shall review Applications for Payment and supporting documentation and shall advise SBPG and the party applying for payment when additional documentation is needed or required prior to payment. LMC shall certify to SBPG amounts due to be paid to the Architect, Contractor, and specialty consultants and contractors, and shall advise and provide administrative assistance to SBPG regarding payment issues that arise. LMC shall maintain complete financial records regarding the Project.
 - 3.8 LMC shall monitor the construction cost and schedule of the Project. LMC's goals shall be to (i) achieve completion of the Project on budget and on schedule and (ii) keep SBPG apprised of significant variances from the Project budget and schedule so that avoidable surprises to SBPG are avoided.
 - 3.9 LMC shall advise SBPG on an as-needed basis regarding the effectiveness, efficiency and performance of the Architect, Contractor, SBPG's separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist SBPG regarding analysis and resolution of any effectiveness, efficiency or performance issues.
 - 3.10 LMC shall advise SBPG on an as-needed basis regarding evaluation and processing of claims or requests for additional compensation or time to perform from the Architect, Contractor, and SBPG's separate consultants or contractors.
 - 3.11 LMC otherwise shall advise and assist SBPG in addressing any construction, permitting, budget, change, schedule, delay, acceleration, unforeseen site condition, weather, regulatory or other issues that arise during the construction process.
- 4. Project Close-Out Services**
- 4.1 LMC shall oversee, monitor, and expedite the preparation and completion of punch lists with respect to the achievement of both Substantial Completion and Final Completion of the Work, and

**CONSULTING SERVICES AGREEMENT BETWEEN SBPG AND LMCllc
ATTACHMENT B COST SCHEDULE**



**ST. BERNARD PARISH GOVERNMENT & ST. BERNARD PARISH LIBRARY BOARD OF CONTROL
Proposal to Provide Project Management Services - Proposed Cost by Design Phase**

Proposed Cost Based on Architect Proposed Design and Construction Durations

Phase	A/E Status - % Complete	A/E Scheduled Weeks	A/E Scheduled Weeks Remaining	Total Cost Per Phase	Applicable Scope of Services
Programming	100	0.00	0.00	\$ -	Not Applicable
Schematic Design	40	4.00	4.00	\$ 17,000.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Design Development	0	6.00	6.00	\$ 25,220.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Construction Documents	0	8.00	8.00	\$ 26,000.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Bidding	0	4.00	4.00	\$ 10,400.00	See Scope of Services Section 1, paragraphs -1.2,1.3,1.6,1.8
Construction	0	42.00	42.00	\$ 112,480.00	See Scope of Services Section 3 inclusive of all paragraphs
Close Out	0	4.00	4.00	\$ 5,200.00	See Scope of Services Section 4, inclusive of all paragraphs
			68.00	\$ 196,300.00	

SUMMARY

Project Construction Budget \$11,387,881.00
Project Management Fee \$196,300.00
PM Fee % of Budget 1.724%

Melissia O'Neil

From: Melissia O'Neil
Sent: Monday, September 16, 2019 12:44 PM
To: Celeste C. Tregle; Robin D. Mason
Cc: Blair V. Ellinwood; Donald Bourgeois; Andrew Becker; Darlene Zoerner
Subject: Invoice IN-TRANSIT to Finance Department
Attachments: RECORDED - Book 1913, Page 577, File 626648; NEW Main Library; Agreement - Landry Management Consultants, LLC.pdf

Celeste and/or Robin

The following (and attached) Pay App/Invoice has been APPROVED and is In-Transit to Finance for Processing:

Library Board
NEW Main Library

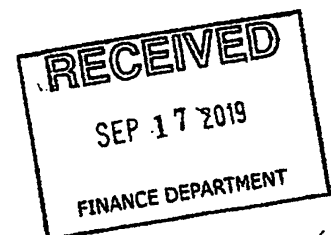
Randy S. Nunez, Clerk of Court
Invoice Receipt #2019-00005921
Book #1913
Page #577
File #626648
Amount: \$205.00
REQ #: 2019/1905025

Please let me know if you have any questions or concerns.

Thanks,

Melissia P. O'Neil

Grants Department Manager
St. Bernard Parish Government
8201 W. Judge Perez Drive
Chalmette, LA 70043
(504) 278-4236 – Office
(504) 278-4330 – Fax
Website: www.sbpbg.net
Email: moneil@sbpg.net





September 24, 2019

Donald Bourgeois
Capital Projects Supervisor
1125 East St. Bernard Hwy
Chalmette, Louisiana 70043

Reference: Recommendation for Payment
Mike Munna Construction , LLC
Balance Due Invoice Dated September 9, 2019, Partial Payment
Clearing and Grubbing Site

Project: St. Bernard Parish New Public Library

Dear Mr. Bourgeois,

I have reviewed the submitted invoice from Mike Munna Construction, LLC referenced above and support a partial payment of the "Balance Due" invoice. I've visited the site with Mr. Munna 2 weeks ago and support that approximately 90% of the scope is complete. The remaining scope is tree removal and disposal from the North End of the project site.

I recommend that SBPG issue payment in the amount of **\$32,600.00** reducing the requested amount of \$38,100.00 by \$5,500.00 to be paid upon completion of the remaining scope.

Respectfully,

Douglas D. Landry
Program Manager

4646530 - 571001 -
0104

Mike Munna Construction, LLC
2200 Plaza Dr
Chalmette, LA 70043
504-650-0063

#2

INVOICE - Balance Due

September 9, 2019

TO: St. Bernard Parish Government
Department of Public Works
1125 E. St. Bernard Hwy.
Chalmette, LA 70043

*PAID
BY MICHAEL
APPROVED
\$32,600.00
9-22-19*

Attn: Donny Bourgeois, Jr.

JOB: Land-Site Clearing for proposed future LIBRARY
LA 39 / Judy Drive

This invoice is for the balance due for the land-site clearing for the proposed future Library between Bartolo Dr. and Judy Dr. from E. Judge Perez Dr. going back approximately four (4) acres of clearing, as per drawing dimensions.

TOTAL price for Job:	\$47,600.00
Change Order:	
Debris removal not in Contract	\$ 3,500.00
(See attached Disposal Tickets)	
Labor & Equipment to load containers	
\$125.00 per hour @ 16 hours	\$ 2,000.00
Minus First draw received:	\$15,000.00
Invoice dated 6/26/19	
Balance due on Job:	\$38,100.00

Your consideration in this matter is greatly appreciated.

Sincerely,

Mike Munna

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <i>Mike Munna</i>	Job Name	Job #
Address	Job Location: <i>E. Judge Perez Dr</i>	Date of Invoicing: <i>MICHAUX La</i>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for:

1-30 yard container
Katrina debris, Mud,
barrels, trash, toys

dumped
at landfill

\$ 350 -

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *350 -* Dollars

with payments to be made as follows: *upon delivery*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: *Yong Moley*
Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <i>Mike Muma</i>	Job Name	Job #
Address	Job Location: <i>E. Judge Plaza Sr</i>	
	Date: <i>7/19/19</i>	Date of Plans: <i>7/19/19</i>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for:

1-30 yard container

*Mud, sofa, plastics
Katrina debris*

*Dumped
at landfill*

\$ 350 -

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *350 -* Dollars

with payments to be made as follows: *upon delivery*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: *Yony Moley*

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <i>Mike Munna</i>	Job Name	Job #
Address	Job Location: <i>E. Judge Perez Dr.</i>	Date of Plans
Phone #	Date: <i>7/11/19</i>	Architect
Fax #		

We hereby submit specifications and estimates for:

1-30 yard container

*Katrina debris; trash,
Mattresses, CAR SEATS*

*Dumped
at landfill*

\$350-

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *350* Dollars

with payments to be made as follows:

upon delivery

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Kory Moley

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <i>Mike Hanna</i>	Job Name	Job #
Address	Job Location: <i>E. Judge River Dr</i>	
	Date: <i>8/3/19</i>	Date of Plans: <i>11/1/19</i>
Phone #	Fax #	Architect: <i>JA</i>

We hereby submit specifications and estimates for:

1-30 yard container

*Katrina debris, trash,
mud ice chests,*

*Dumped at
landfill*

\$350 -

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *350 -*

Dollars

with payments to be made as follows:

Upon delivery

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Terry Moley

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <u>Mike Thomas</u>	Job Name	Job #
Address	Job Location: <u>E. Justice Road NE</u>	
	Date: <u>9/15/19</u>	Date of Plans: <u>MR PAUL La</u>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for:

1-30 yard container

Katrina debris, mud,
frampoline parts,

PAINT CANS, oil buckets

Dumped at
landfill

\$350

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ 350 Dollars

with payments to be made as follows: Upon delivery

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Kenny Moley

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL

201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <u>Mike Munda</u>	Job Name	Job #
Address	Job Location: <u>E. Judge Pickett Dr.</u>	
	Date: <u>8/03/19</u>	Date of Plans: <u>THOR AUK 1/2</u>
Phone #	Fax #	Architect

We hereby submit specifications and estimates for:

1-30 yard container
Katrina debris, trash
& mud

Dumped at
landfill

\$350 -

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ 350 - Dollars

with payments to be made as follows: upon delivery

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: Yony Moley
Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <i>Mike Muma</i>	Job Name	Job #
Address	Job Location: <i>E. Linder Area Sp</i>	Date: <i>8/13/19</i>
Phone #	Fax #	Architect: <i>MICHAEL LA</i>

We hereby submit specifications and estimates for:

*1-30 yard container
Katrina debris, mud,
small shed debris*

*Dumped at
landfill* *\$350*

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *350* Dollars

with payments to be made as follows: *upon delivery*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: *Yony Moley*
Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____ Signature _____

Payment Due Upon Delivery.

Invoice

Page # _____ of _____ pages

MOLEY'S DISPOSAL
201 E. Virtue St.
Chalmette, LA 70043
504-267-3316

Proposal Submitted To: <u>Mike Muma</u>	Job Name	Job #
Address	Job Location: <u>E. Linda Perez Dr</u>	Date of Plans
Phone #	Date: <u>9/16/19</u>	Architect: <u>LA</u>

We hereby submit specifications and estimates for:

1-30 yard container

Katrina debris

garbage cans, mid,
CAR/TRUCK PARTS

Dumped at
landfill

\$ 350 -

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ 350 -

Dollars

with payments to be made as follows:

UPON DELIVERY

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Sony Moley

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Invoice

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Payment Due Upon Delivery.

Blair V. Ellinwood

From: Douglas Landry <ddlandry@landrymanagement.com>
Sent: Tuesday, September 24, 2019 4:27 PM
To: Donald Bourgeois
Cc: Blair V. Ellinwood; Robin D. Mason
Subject: Re: Munna Const.
Attachments: SBPG NPL - Construction Invoice - Clearing and Grubbing - Mike Munna Const. LLC Bal Due Inv. Partial Pmnt approval.pdf

Everyone,

The attached is my recommendation for a partial payment of Munna Construction, LLC invoice no. "Balance Due" in the amount of \$ 32,600.00 reducing the requested amount \$5,500.00 until the remaining scope of the project has been completed. I spoke to Mr. Munna to make him aware of the reduction until work is complete and said he has no disagreement.

On Tue, Sep 24, 2019, 2:39 PM Donald Bourgeois <dbourgeois@sbsp.net> wrote:
Doug, please take a look at the invoice from Munna Const. and let me know if he is good to pay in full.

Blair/Robin, can we get Munna a check for the "change order" totaling \$5,500 tomorrow?

Thanks,
Donny

Donald R. Bourgeois, Jr.
Capital Projects Supervisor
1125 East St. Bernard Highway
Chalmette, LA 70043
(504) 962-9103 – Office
(504) 278-4480 – Fax
Website: www.sbsp.net
Email: dbourgeois@sbsp.net

WARNING:

This email originated outside of St. Bernard Parish Government.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.



St. Bernard Parish Government

Department of Public Works

1125 E. St. Bernard Highway
Phone (504) 278-4300

Chalmette, Louisiana 70043
Fax (504) 278-4480

Guy McInnis
Parish President

September 12, 2019

Mr. Douglas D. Landry
Landry Management Consultants, LLC
2109 Landry Street
Meraux, Louisiana 70075

Subject: Project Management Services - New Main Library

Dear Mr. Landry:

Please find enclosed executed Agreement between St. Bernard Parish Government and Landry Management Consultants, LLC for the above captioned project.

If you have any questions or need additional information, please call (504) 278-4313.

Sincerely,

Faith Ragas
Clerical Specialist II
Department of Public Works
St. Bernard Parish Government

FR

Enclosures

St. Bernard Parish Certified Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

Received From :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

First MORTGAGOR
ST BERNARD PARISH GOVERNMENT

First MORTGAGEE
LANDRY MANAGEMENT CONSULTANTS LLC

Index Type : MORTGAGES
Type of Document : AGREEMENT

File Number : 626648

Recording Pages : 17
Description : CONSULTANT SERVICES

Book : 1913 **Page :** 577

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 09/09/2019

At (Recorded Time) : 11:51:17AM



Doc ID - 007992610017

CLERK OF COURT
RANDY S. NUNEZ
Parish of St. Bernard

I certify that this is a true copy of the attached document that was filed for registry and Recorded 09/09/2019 at 11:51:17. Recorded in Book 1913 Page 577 File Number 626648

Cheyenne Robin
Deputy Clerk

/s/Cheyenne Robin

Return To :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

Do not Detach this Recording Page from Original Document

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND
LANDRY MANAGEMENT CONSULTANTS, LLC**

THIS AGREEMENT FOR CONSULTANT SERVICES (this "Agreement") is made and entered into by and between the St. Bernard Parish Government ("SBPG"), herein represented by Guy McInnis., Parish President, and Landry Management Consultants, LLC (hereinafter "CONSULTANT"), herein represented by Douglas D. Landry., to be effective as of , August 27 2019 ("Effective Date").

RECITALS

WHEREAS, SBPG desires to engage CONSULTANT for the performance of professional consulting services;

WHEREAS, Landry Management Consultants, LLC, a Limited Liability Company organized under the laws of the state of Louisiana, and located at 2109 Legend Street Meraux, Louisiana 70075, is qualified and desires to perform such services on behalf of the SBPG; and

NOW, THEREFORE, SBPG and CONSULTANT, for good and valuable consideration, agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

Section 1. Services provided by CONSULTANT. CONSULTANT shall perform the following duties:

- 1.1 Provide project management services for the construction of the New St. Bernard Parish Library facility currently in design. The CONSULTANT shall augment the Capital Improvements Department staff acting as an extension of said department, reporting to the Department Supervisor.
- 1.2 Provide services as described in ATTACHMENT A, attached and made part of this agreement with a period of performance end date of September 20, 2020, starting from the effective date of this agreement.
- 1.3 CONSULTANT shall provide other consultant services as deemed necessary by the Parish President through a request in writing at a mutually agreed upon cost and period of performance.
- 1.4 CONSULTANT shall work exclusively at the direction of the Parish President, Chief Administrative Officer, Director of Public Works, and Supervisor of the Capital Improvements Department.

Section 2. Standard of Care. CONSULTANT hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, CONSULTANT shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which CONSULTANT is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Further, the CONSULTANT agrees to abide by privacy laws for any information obtained from St. Bernard Parish Government and the services provided as per the agreement.

Section 3. Services to be provided by SBPG. SBPG shall perform each of the following services as set forth in this Article:

- 3.1 SBPG shall provide the CONSULTANT with direction regarding the SBPG specific project goals, priorities and objectives and status regularly to perform services necessary to support those goals, objectives and priorities.
- 3.2 SBPG shall provide with access to all project related documentation necessary to perform the duties as set forth in the Scope of Services.
- 3.3 SBPG shall furnish all legal, accounting and insurance counseling services as required.
- 3.4 Owner shall require Architect to furnish CONSULTANT with a sufficient and reasonable quantity of Construction Documents.
- 3.5 SBPG shall provide CONSULTANT with information regarding SBPG requirements for the Project and will cooperate with CONSULTANT in obtaining information requested by CONSULTANT.
- 3.6 SBPG shall retain the Architect, Interior Designer and the General Contractor and any and all Consultants, (except those hired by the Architect) suppliers and vendors necessary to complete the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of SBPG. SBPG represents and warrants that:

- A. SBPG has the legal authority to enter into this Agreement; and
- B. The undersigned President of the SBPG has the authority to execute this Agreement on behalf of SBPG.

Section 2. Representations and Warranties of CONSULTANT. CONSULTANT represents and warrants that:

- A. CONSULTANT has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement nor has CONSULTANT paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting CONSULTANT in securing this Agreement;
- B. CONSULTANT, through Douglas D. Landry, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against CONSULTANT in accordance with its terms;
- C. CONSULTANT is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. CONSULTANT has the requisite expertise, and qualifications in place and available to enable them to fully perform the Services and CONSULTANT;
- E. As of the Effective Date of this Agreement, CONSULTANT has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. CONSULTANT is not in breach of any federal, state or local statute or regulation applicable to CONSULTANT or its operations;
- G. CONSULTANT has read and fully understand the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III COMPENSATION

Section 1. METHOD OF PAYMENT

The lump sum cost for project management services provided by LMC for this project is based on the current budget provided of \$11,387,881.00, and current project construction period of performance through construction closeout scheduled for September 30, 2020.

Subject to the terms and conditions of this Agreement, SBPG shall pay to CONSULTANT for CONSULTANT'S complete performance under this

Agreement, including without limitation, the completion of all Work for the period of performance ending September 20, 2020, a lump sum total amount of One Hundred Ninety Six Thousand and Three hundred dollars and no cents, (\$196,300.00). The consultant shall invoice for services monthly pursuant to the proposed Cost Table attached to this agreement as ATTACHMENT B "COST SCHEDULE".

The contract sum and period of performance can be adjusted by mutually agreed upon Amendments to this Agreement, pursuant to Article III, Section 5 and 6, of this agreement. An extension to the construction close-out end date shall extend the period of performance and will constitute additional services. CONSULTANT shall provide a proposal for additional services to accommodate the extended period of performance beyond September 20, 2020.

Section 2. Invoices. CONSULTANT shall submit invoices monthly for services rendered, subject to the terms of this Agreement, invoices are payable to CONSULTANT within thirty (30) days of receipt by SBPG.

Section 3. Expenses. CONSULTANT shall provide a detailed expense report with accompanying receipts for travel expenses and other reimbursable expenses incurred while executing the official duties outlined herein, including travel mileage and lodging in accordance with federal and state rates. Travel mileage shall be paid to CONSULTANT for necessary travel outside of the New Orleans metropolitan area. Such expenses are only eligible for compensation when approved by the President, CAO, Director of Public Works, or Capital Improvements Department Supervisor. SBPG must compensate the CONSULTANT in a timely manner for expense reports submitted in accordance with the above provisions, and/or must directly incur the cost of any travel expenses required for the CONSULTANT to execute the official duties outlined herein.

Section 4. Truth-In-Negotiation. As of the Effective Date of this Agreement, CONSULTANT represents and warrants that the lump sum cost charged to SBPG as set forth in this Article III for the performance of the Services are reasonable and negotiated at arm's length.

Section 5. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of SBPG are not authorized to request CONSULTANT to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. SBPG shall not be required to reimburse CONSULTANT for any services provided by CONSULTANT that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 6. Additional Services. CONSULTANT will be compensated for additional services including any and all cost associated with extension of the construction close-out period of performance end date of September 20, 2020. Payment for additional services will be computed and based on a lump sum price

mutually agreed upon by both parties. Any request for CONSULTANT to provide additional services must be requested in advance and in writing.

ARTICLE IV TERM

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of performance ending September 20, 2020. If the construction close-out period of performance date is extended, the CONSULTANTS period of performance shall be extended by Amendment including additional compensation.

ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 1. CONSULTANT Shall Not Discriminate. In the performance of this Agreement, CONSULTANT agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any SBPG employee working with CONSULTANT in any of CONSULTANT's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CONSULTANT. CONSULTANT agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The CONSULTANT shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all of the above referenced Acts and any discrimination claims.

Section 2. Equal Employment Opportunity. CONSULTANT further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with CONSULTANT. Further, CONSULTANT agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, CONSULTANT agrees all solicitations or advertisements for employees placed by or on behalf of CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. The

CONSULTANT shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all employment laws.

Section 3. Subcontracts. CONSULTANT shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subconsultants to comply with such provisions. CONSULTANT's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEPENDENT CONSULTANT STATUS

Section 1. Independent CONTRACTOR Status. CONSULTANT shall not be deemed to be an employee, servant, agent, partner or joint venturer of SBPG. Rather, CONSULTANT herein expressly acknowledges and agrees that it is providing services exclusively as an independent CONTRACTOR to SBPG, as such term is defined in La. Rev. Stat. 23:1021(7). As such, CONTRACTOR agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of SBPG. Further, CONSULTANT acknowledges and agrees that, as an independent CONTRACTOR, neither CONSULTANT nor any of its employees shall be entitled to receive any benefits that employees of SBPG are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to SBPG under this Agreement. As an independent CONTRACTOR, CONSULTANT acknowledges herein that he has no cause of action or claim against SBPG that should arise from the performance of CONSULTANT pursuant to this agreement.

Section 2. No Withholding; Form 1099 Reporting. CONSULTANT understands and agrees that (a) SBPG will not withhold on behalf of CONSULTANT any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that SBPG will not make available to CONSULTANT any of the benefits afforded to employees of SBPG; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of CONSULTANT; and (c) CONSULTANT will indemnify and hold SBPG harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges CONSULTANT's independent CONSULTANT status, both CONSULTANT and SBPG shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. CONSULTANT acknowledges that all compensation paid to CONSULTANT pursuant to this Agreement will be reported annually by SBPG to the Internal Revenue Service on Form 1099.

ARTICLE VII GOVERNING LAW

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

ARTICLE VIII RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 1. Retention. CONSULTANT agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT's profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices. Subsequent to five (5) year period but prior to destroying records, CONSULTANT shall provide St. Bernard Parish the opportunity to take possession of files and/or relevant portions.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as SBPG may deem necessary, CONSULTANT shall make all data, records, reports and all other materials relating to this Agreement available to SBPG for examination and copying. In addition, CONSULTANT shall permit SBPG to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable SBPG to verify the accuracy of CONSULTANT's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by CONSULTANT in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, documents, records, external disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of SBPG, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of SBPG. SBPG shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of SBPG. CONSULTANT shall make all data and Work Product relating to this Agreement in its control available to SBPG in a format that is readily accessible and usable to SBPG, without further cost or expense to SBPG, for a period of three years following the completion of the Services described in this contract.

ARTICLE IX TERMINATION

Section 1. Termination for Cause. SBPG shall have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to CONSULTANT of its intent to terminate and the reasons therefor.

Section 2. Termination for Convenience. SBPG shall have the right to terminate this Agreement without cause by giving CONSULTANT written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event SBPG elects to terminate for convenience, SBPG shall be obligated to pay CONSULTANT only for those Services performed up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE X INSURANCE

- A. During the term of this Agreement, CONSULTANT shall, at all times, maintain adequate automobile liability insurance with at least \$50,000/\$100,000 coverage limits.
- B. The CONSULTANT shall obtain and maintain during the life of the agreement, and provide copies to SBPG, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the agreement.
- C. The CONSULTANT shall not cause any Insurance Policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating date the date when such cancellation or reduction shall be effective, which shall not be less than thirty days after such notice.
- D. If the CONSULTANT does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract.
- E. At all times during the term of this agreement, CONSULTANT shall maintain at its own expense and without any reimbursement by owner the insurance protection of the kinds and in the minimum amounts set forth above:
- F. If CONSULTANT hires any employees that provide any work for SBPG then CONSULTANT must obtain worker's compensation insurance for said individual.

ARTICLE XI INDEMNITY PROVISION

CONSULTANT shall indemnify and hold harmless owner from any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the work provide that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or damage to property of whatsoever nature, including the loss of use resulting there from, to the extent caused by any negligent act or omission of CONSULTANT, its subconsultants, or anyone

employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of SBPG and/or the strict liability of the SBPG, its agents and employees.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

Guy McInnis
Parish President
St. Bernard Parish
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

If to CONSULTANT: Landry Management Consultants, LLC
Attention: Douglas D. Landry
2109 Legend Street Meraux, LA 70075

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between authorized representatives of SBPG and CONSULTANT.

ARTICLE XIII GENERAL PROVISIONS

Section 1. No Assignment. This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

Section 2. Conflict of Interest. CONSULTANT agrees to decline any offer of work, whether as an independent CONSULTANT or employee, if such work would (a) affect CONSULTANT's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with CONSULTANT's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with CONSULTANT. However, CONSULTANT shall be obligated to notify SBPG and provide full disclosure as to any possible adverse effects of such work as it relates to CONSULTANT's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with SBPG.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing. In performing the Services, CONSULTANT shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. CONSULTANT shall be obligated to immediately notify St. Bernard Parish Government in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

Section 4. Nonwaiver. The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

Section 7. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 8. Time is of the Essence. SBPG and CONSULTANT each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 9. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, CONSULTANT shall be free to provide services to other clients, and SBPG shall be free to engage the services of other CONSULTANT for the provision of some or all of the Services set forth in this Agreement.

Section 10. Prohibition Against Financial Interest in Agreement. No elected official or employee of SBPG shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of SBPG shall be deemed to be a financial interest of such elected official or employee of SBPG. Any willful violation of this provision, with the expressed or implied knowledge of CONSULTANT, shall render this Agreement voidable by SBPG.

Section 11. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 12. Complete Agreement. CONSULTANT specifically acknowledges that in entering into and accepting this Agreement, CONSULTANT relies solely upon the representations and agreements contained in this Agreement (including attachments hereto) and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 13. Venue. The proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be exclusively in the 34th Judicial District Court for the Parish of St. Bernard, Louisiana.

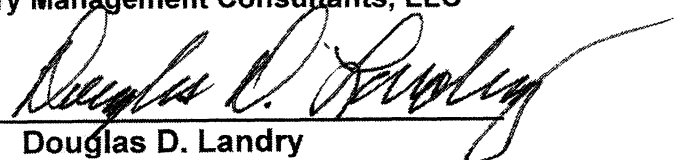
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

ST. BERNARD PARISH GOVERNMENT

By: 
Guy Mc Innis *SRO MF*
President, St. Bernard Parish Government

Date: 9/3/19

Landry Management Consultants, LLC

By: 
Douglas D. Landry

Date: 8-27-19

CONSULTANT SERVICES AGREEMENT BETWEEN SBPG AND LMCIIc
ATTACHMENT A
Scope of Services

1. Design & Bidding Phase - Administration and Management

As an extension of the Capital Improvements Department, LMC will lead efforts by administering and managing the design firm and related service contracts. Our services shall include but not be limited to design budget compliance, design schedule adherence, expediting the end-user request for information request of the A/E firm and vice versa, the A/E request for information to SBPG and (LBC); financial tracking of A/E firm fees and invoicing. LMC will provide the following scope of services to manage each phase of design through the bidding phase effectively.

- 1.1 A/E preparation of design documents through the various phases of design; compliance with meeting Local, State and Federal Building Codes and Standards; Life Safety codes; ADA requirements and environmental compliance reviews. LMC shall ensure SBPG and (LBC) design expectations for efficiency, the functionality of systems; operation and maintenance requirements are met or exceeded.
- 1.2 SBPG and (LBC) internal departmental reviews; value engineering, (if needed); A/E firm sub-consultant site visit and site work scheduling necessary to complete design phases; planning for permitting; planning for site utilization, storage of materials and avoidance of property damage both on and off the project site; planning for communications with neighboring property with owners or occupants; public safety planning; identification of needed specialty subcontractors, consultants or separate contractors; and other aspects of the preconstruction phase of the Project.
- 1.2 Act as the liaison to the Architect and other parties involved in the design of the Library; report to SBPG and (LBC) the extent of adherence to the agreed to project schedule and budget, and any Project issues of significance. On an as-needed basis, LMC shall convene, chair, and distribute and correct minutes of meetings with SBPG, (LBC), Architect and other parties involved in the design.
- 1.3 LMC shall advise and assist SBPG in identifying and soliciting bids or proposals from potential prime contractors, consultants, and specialty contractors. LMC will aid the Capital Improvement Department with evaluating bids or proposals and preparing and negotiating contracts.
- 1.4 LMC, shall track Project costs and administer the categorizing of such costs on the Project according to the Project budget and any guidelines established by SBPG or LBC. LMC shall review and certify to SBPG amounts due to be paid to the Architect and specialty consultants and contractors and shall advise and assist SBPG regarding payment issues that arise.
- 1.5 LMC shall maintain a complete set of all design documents and shall assist in the issuance and distribution of draft and final versions of such documents including but not limited to the final Drawings and Specifications and any bid addenda.

- 1.6 LMC shall advise SBPG on an as-needed basis regarding the effectiveness, efficiency, and performance of the Architect and SBPG's separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist SBPG regarding analysis and resolution of any effectiveness, efficiency or performance issues.
- 1.7 LMC shall advise SBPG on an as-needed basis regarding the evaluation and processing of claims or requests for additional compensation or time to perform from the Architect and the SBPG's separate consultants or contractors.
- 1.8 LMC otherwise shall advise and assist SBPG in addressing any design, permitting, budget, schedule, bidding, contracting, regulatory, or other issues that arise during the design phase process.

2. Public Outreach – (Assuming further public outreach is needed)

Includes necessary preparation, coordination for scheduling of the venue, government officials (i.e., council, (LBC), administration) and necessary media outlets to ensure public awareness and attendance.

3. Construction Phase Scope of Services

- 3.1 LMC shall provide design and construction contract administration during construction with regular construction observation, in collaboration with the Architect and independently. In this role, LMC shall monitor and coordinate the progress of the Project design team and construction team and act as an additional set of "eyes and ears" for SBPG, and LBC. LMC shall attend construction meetings regularly or as reasonably requested by SBPG involving all Project team members; keep, distribute and correct the minutes of such meetings; address issues and expedite development and implementation of solutions as they arise during the construction phase, and coordinate the collaboration of the Project team to achieve all SBPG and LBC objectives and serve the best interest of each.
- 3.2 LMC shall monitor performance of separate contractors of SBPG as required, including but not limited to contracts for (i) testing and inspection services, (ii) commissioning of mechanical and other building systems (as applicable) and (iii) procurement and installation of furniture, appliances, computers, data cables and accessories, security system, telephones, and landscaping and irrigation equipment (as applicable).
- 3.3 If and as needed, LMC shall act as an interface and information source to SBPG and occupants of neighboring properties, to maintain and enhance relationships.
- 3.4 LMC shall monitor the administration of, and keep a complete file of all Project documents for the Construction Phase including without limitation Applications for Payment from the Contractor, Architect, and separate contractors and consultants, Requests for Information (RFI's), Design Clarification/Verification Requests (DCVRs), Requests for Proposals (RFP's), Changes in Condition, and changes in the Work through Change Orders, Change Directives and orders for minor changes in the Work. As part of its administrative responsibilities, LMC shall prepare and submit to SBPG, on a monthly basis or as otherwise reasonably requested by SBPG, status reports that address the status of the Work, the extent of adherence to the Project schedule and budget, and any Project

issues of significance. LMC shall maintain all documentation and existing evidence regarding change issues including but not limited to cost, delay, acceleration, and other schedule impacts.

- 3.5 LMC shall advise and provide administrative assistance to SBPG regarding changes desired, needed or proposed in the Work, as well as proposed substitutions, and shall assist in identifying alternative and more cost-effective approaches to addressing change-related and substitution-related issues. LMC shall advise and provide administrative assistance to SBPG regarding additional compensation and time requested due to changes in the Work and substitutions.
- 3.6 LMC shall advise and provide administrative assistance to SBPG regarding requests for specialized testing or inspection, geotechnical or other design professional, or consulting services to be provided by SBPG. LMC shall advise and provide administrative assistance to SBPG in reviewing and making any decisions required regarding Shop Drawings, Product Data, and Samples. LMC also shall advise and provide administrative assistance to SBPG in reviewing defects, and nonconformities in the Work and in determining whether such Work should be specially inspected, tested, or rejected.
- 3.7 LMC shall track Project costs and administer the categorizing of such costs on the Project according to the applicable schedule of values and any guidelines established by SBPG. LMC shall review Applications for Payment and supporting documentation and shall advise SBPG and the party applying for payment when additional documentation is needed or required prior to payment. LMC shall certify to SBPG amounts due to be paid to the Architect, Contractor, and specialty consultants and contractors, and shall advise and provide administrative assistance to SBPG regarding payment issues that arise. LMC shall maintain complete financial records regarding the Project.
- 3.8 LMC shall monitor the construction cost and schedule of the Project. LMC's goals shall be to (i) achieve completion of the Project on budget and on schedule and (ii) keep SBPG apprised of significant variances from the Project budget and schedule so that avoidable surprises to SBPG are avoided.
- 3.9 LMC shall advise SBPG on an as-needed basis regarding the effectiveness, efficiency and performance of the Architect, Contractor, SBPG's separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist SBPG regarding analysis and resolution of any effectiveness, efficiency or performance issues.
- 3.10 LMC shall advise SBPG on an as-needed basis regarding evaluation and processing of claims or requests for additional compensation or time to perform from the Architect, Contractor, and SBPG's separate consultants or contractors.
- 3.11 LMC otherwise shall advise and assist SBPG in addressing any construction, permitting, budget, change, schedule, delay, acceleration, unforeseen site condition, weather, regulatory or other issues that arise during the construction process.

4. Project Close-Out Services

- 4.1 LMC shall oversee, monitor, and expedite the preparation and completion of punch lists with respect to the achievement of both Substantial Completion and Final Completion of the Work, and

shall assist and advise SBPG regarding the determination of Substantial Completion and Final Completion of the Work.

- 4.2 LMC shall secure from the Architect and Contractor and forward to SBPG all operations and maintenance manuals, handbooks, warranties, keys, affidavits, waivers and releases, and as-built drawings, if and as applicable.
- 4.3 LMC shall coordinate equipment user and maintenance personnel training, if and as applicable.
- 4.4 LMC shall prepare and submit to SBPG a final report.

**CONSULTING SERVICES AGREEMENT BETWEEN SBPG AND LMCllc
ATTACHMENT B COST SCHEDULE**



**ST. BERNARD PARISH GOVERNMENT & ST. BERNARD PARISH LIBRARY BOARD OF CONTROL
Proposal to Provide Project Management Services - Proposed Cost by Design Phase**

Proposed Cost Based on Architect Proposed Design and Construction Durations

Phase	A/E Status - % Complete	A/E Scheduled Weeks	A/E Scheduled Weeks Remaining	Total Cost Per Phase	Applicable Scope of Services
Programming	100	0.00	0.00	\$ -	Not Applicable
Conceptual Design	40	4.00	4.00	\$ 17,000.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Design Development	0	6.00	6.00	\$ 25,220.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Construction Documents	0	8.00	8.00	\$ 26,000.00	See Scope of Service Section 1, Paragraphs 1.1 through 1.8
Construction	0	4.00	4.00	\$ 10,400.00	See Scope of Services Section 1, paragraphs -1.2,1.3,1.6,1.8
Construction	0	42.00	42.00	\$ 112,480.00	See Scope of Services Section 3 inclusive of all paragraphs
Construction	0	4.00	4.00	\$ 5,200.00	See Scope of Services Section 4, inclusive of all paragraphs
			68.00	\$ 196,300.00	

MARY

Construction Budget	\$11,387,881.00
Construction Management Fee	\$196,300.00
Construction Management Fee % of Budget	1.724%