ST. JOHN
THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT FOR
PUMP MAINTENANCE AND REPAIRS

Be it known, that on this 28 day of April, 2015, **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**") and AAB Electrical Industries, Inc of Harvey, LA, (hereinafter referred to as "**CONTRACTOR**"), do hereby enter into this "**Contract**" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by Contractor for Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work.**

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to provide compensation to the Contractor on an as needed basis in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule.**

All payments must be approved by **Director of Public Works.**

INSURANCE

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements.**

MONITORING PLAN

This Contract shall be monitored by the **Director of Public Works**. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES
Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation. Contractor is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE
Parish may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor's failure.

TERMINATION FOR CONVENIENCE
Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP
All records, reports, documents, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract.

NON-ASSIGNABILITY
Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS
It is hereby agreed that Parish shall have the option of auditing all accounts of Contractor which relate to this Contract.

TERM OF CONTRACT
The contract shall be for a three (3) year period beginning April 01, 2015, and ending March 30, 2018, with an option to renew in one-year increments upon written mutual agreement between the Parish Council and the Company, up to five (5) times.

INDEMNITY
To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Engineer.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event, this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

If to Parish:	**If to Contractor:**
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Jack Oufnac AAB Electrical Industries, Inc. 305 Grefer Lane Harvey, LA 70058

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Contractor must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Contractor must certify that neither he, nor anyone acting on behalf of Contractor, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Contractor. Contractor further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for

soliciting this contract, other than payment to person regularly employed by Contractor in the regular course of their employment duties for Contractor. Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, Contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12 day of August 2015.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

CONTRACTOR
AAB ELECTRICAL INDUSTRIES, INC.

By:
Owner
AAB Electrical Ind Inc

Exhibit A
Statement of Work

Maintenance of Pumps - Scope of Services

The contractor's on-site designated mechanic must have a minimum of five (5) years' experience in the warranty repair, installation and/or startup of centrifugal, self-priming centrifugal and multistage vertical turbine cold water pumps in sizes up to at least 36 inches in diameter. He/She must have experience as a factory trained representative for a major pump manufacturer such as Aurora, Crane Deming, Zoeller, Fairbanks Morse, Gorman Rupp, Peerless, etc. The contractor will be required to submit training documents for employees. The contractor must have available mechanics 24 hours a day 7 days a week including holidays.

The contractor must have an available machine shop 24 hours a day 7 days a week including holidays at their disposal. Contractor must be able to supply St John Parish with documentation to support availability of machine shop. The shop must employ full time a machinist on call 24 hours a day, 7 days a week to do any emergency work. The machinist must have at least five (5) years' experience on lathes and milling machines. The company must be equipped with at least one lathe, one milling machine and broach equipment. The shop must have all other necessary equipment such as bearing presses, drill presses, all necessary machine tools, plasma cutting, wire feed, stick, TIG, and Heliarc welding machines for cast iron aluminum, stainless steel and steel metals with certified welders trained in the operation of this equipment and experienced in metal repair. All maintenance installations repairs or workmanship shall be performed in a responsible manner in accordance with high quality work standards that meet or exceed all warranty and manufacturer recommended procedure that assures the manufacturer honors its warranty.

The completed finished component or system must function free of excessive vibration; with motor and pump coupling to be aligned with laser alignment technology. Alignments must be performed by a qualified technician. All couplings must be aligned to within .0001 total run out. All coupling alignments must have a printed read out of final alignment number.

Only precision, high quality professional workmanship shall be acceptable. It is the objective to obtain a comprehensive long term, cost effective preventative and demand maintenance so that the maximum useful life of the equipment can be achieved.

The contractor shall systematically examine, troubleshoot, repair, retrofit, upgrade, replace worn parts or components of equipment with new or reconditioned parts or components and install new equipment. When completed, the equipment must be cleaned, aligned, adjusted, calibrated, balanced, lubricated and all other tasks required, then tested to verify the efficient and effective performance of the component.

The contractor shall supply all necessary tools, testing devices, shop facilities, equipment, parts materials and labor to implement a thorough completion of the work in a timely, cost efficient manner.

The contractor must stock and maintain a sufficient inventory of factory recommended replacement parts and components for all pumps and controls to expedite maintenance service and to assure that any downtime shall not exceed a maximum of 5 working days.

The contractor must guarantee a six (6) month warranty on all repaired or rebuilt equipment and a minimum of a one year warranty on new equipment.

All waterworks and drainage motor rewinds shall be wound with no less than a class "h" insulation rating throughout and be dipped in a class "h" insulating varnish or resin. All motors greater than 50 hp shall be given (1) additional dip and bake cycle for additional insulation and rigidity properties. All bearing shall be changed with quality grade ball bearings such as FAG, NTN or SKF. All machine work shall be done in accordance with normal motor tolerances unless otherwise instructed to do so. All motors shall be tested and readings recorded before leaving the repair facility.

All reconditioned motors shall carry a six (6) month warranty on parts and labor, while a rewound motor shall carry a 1 year warranty on parts and labor.

Priority must be given to work under this bid to make certain that equipment downtime does not interrupt the supply of drinking water to the public. Work assignments for this bid shall be issued by the plant/drainage supervisor or his designated representative. The plant/drainage supervisor must be consulted prior to taking any equipment out of or into service. All work must be performed in full cooperation and coordination with the waterworks/drainage operating staff to assure proper drainage and a continuous supply of drinking water to the public.

It is absolutely essential that the maintenance service be supplied promptly when needed. The assurance of continuing waterworks and drainage operations is of prime importance. The contractor must provide 24 hour service, 7 days a week including holidays. Emergency service must be prompt and effective.

The contractor shall establish the necessary quality control, inspection and evaluation practices to ensure field performance of the replaced or repaired system achieves the design capacity for a maximum period of time.

During maintenance or repair operations, special precautions shall be taken to prevent the contamination of drinking water facilities. Precautions shall be taken to minimize contamination of the equipment being serviced and of the surrounding area.

Special care must be taken with grease or other lubricants to prevent them from contamination and to prevent them from contaminating existing facilities. All water, paint chips, sediment, dirt or foreign material accumulated in repaired equipment shall be vacuumed, discharged, or otherwise removed from the units.

Proper cleaning is necessary before any repaired equipment can be placed in contact with potable water. If necessary, in the judgment of waterworks supervisor, such repaired or installed equipment must be disinfected according to the latest edition of AWWA STANDARD C653 by the contractor, at the contractor's expense.

The contractor shall exercise all required safety measures to conduct works in a safe manner and shall adhere strictly to all Federal, State, Parish and Waterworks safety regulations, rules and requirements.

Safe tools and personal protection equipment must be provided for the job by the contractor. The contractor shall do everything necessary to protect the life, health, safety and welfare of their employee, of waterworks employees, and of the public. The contractor must be familiar with the special precautions required to work in and around water treatment facilities including the specific safety hazards associated with treatment chemicals, waterworks processes and equipment associated with a water treatment operation.

The contractor must supply **ALL** material at his cost for each individual part. The contractor must submit a copy of their vendors invoice for materials supplied. All contractors are required to maintain documentation to ensure that every effort has been made by the contractors to secure the lowest possible price for all parts and/or equipment used in this contract.

The contractor shall log in with the operator upon arrival to the job and shall log out upon completion of the job. The parish will not be responsible for travel time to a job site in excess of one hour, by the contractor's employee's or agents.

Exhibit B

PRICING SCHEDULE

All Materials and supplies shall be provided at the vendors cost. St. John the Baptist Parish will pay all taxes and freight invoiced to vendor.

LABOR	REGULAR RATE(per hr)	OVERTIME RATE (per hr)
A. Motor Rewinder	$58.00	$87.00
B. Mechanic Pump/Motor	$58.00	$87.00
C. Mechanic Helper	$34.00	$51.00
D. Machinist	$80.00	$110.00
E. Fabrication Labor	$80.00	$110.00
F. Truck Crane up to 10tons	n/a	n/a

Overtime Rates shall only apply on the follow days and times

- Weekdays before 7:00am and after 4:00pm
- All Weekends
- Holidays
    - New Years Day, Mardi Gras Day, Good Friday, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

CONSULTANT shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:
1) Employer's liability limits of $1,000,000/$1,000,000/$1,000,000
2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.**
4) No excluded classes of personnel or employees shall be allowed on Council's premises.

B) Commercial General Liability, including:

1) Contractual liability assumed by this agreement
2) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
3) Personal and advertising liability
4) Completed operations
5) Medical payments

The limits for "B" above shall not be less than:

1) $1,000,000 each occurrence limit
2) $2,000,000 general aggregate limit other than products – completed operations
3) $1,000,000 personal and advertising injury limit
4) $1,000,000 products/completed operations aggregate limit
5) $50,000 fire damage limit
6) $5,000 medical expense limit (desirable but not mandatory)
7) $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**
9) Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the CONSULTANT.

The limits for "C" above shall not be less than:
1) $1,000,000 CSL
2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

1) $1,000,000.00
2) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement **within ten (10) days of provisional award. Failure to provide insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. Failure to do so shall be cause for termination of the contract**. **All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.**

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.