



STATE OF LOUISIANA  
PARISH OF CADDO

**CONTRACT FOR REMOVAL AND RELOCATION OF THE CONFEDERATE MONUMENT  
LOCATED AT THE CADDO PARISH COURTHOUSE**

THIS CONTRACT shall be effective on the last signature date set forth below, by and between Energy Products and Services Corporation, "Contractor," represented herein by Melissa Padilla, President, its authorized representative, and the Parish of Caddo, "Parish," and represented herein by Dr. Woodrow Wilson, Jr., its Administrator, and Chief Executive Officer.

The parties agree as follows:

- I. The Contractor shall furnish all necessary materials, labor, and equipment to dismantle and relocate the Confederate Monument on the Caddo Parish courthouse lawn to 23467 Highway 173, DeSoto Parish, as specifically outlined in the RFP.
- II. The Parish shall:
  - A. Provide the Contractor with any information necessary for the successful completion of its obligations under this contract.
  - B. Pay the Contractor for the work to be performed under this contract in the amount of Seven Hundred Eighty-Two Thousand Dollars and Zero Cents (\$782,000.00).
  - C. The Contractor is required to submit an itemized invoice for the professional services to be performed under this contract. Upon receipt and approval of each invoice, the Parish shall pay the Contractor within 30 days.
- III. RECORDS:
  - A. The Contractor shall maintain all financial records pertaining to all matters relating to this contract in accordance with generally accepted accounting principles and procedures.
  - B. The Contractor shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of three years, except as follows:
    1. Records that are subject to audit findings shall be retained for three years after such findings have been resolved.
    2. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of the Parish.
  - C. The Contractor agrees to permit the Parish or its designated representatives to inspect, as it deems necessary, all records relating to this contract. The Contractor further understands and agrees that said inspection may be made upon reasonable notice and

that failure to allow such inspection may, at the option of the Parish and notwithstanding any provision in this contract to the contrary, be deemed a sole and sufficient cause for the immediate termination of this contract.

IV. **EQUAL EMPLOYMENT OPPORTUNITY:** In any hiring or employment made possible by or resulting from this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or veteran status. The Contractor must provide an equal opportunity for an individual with a disability to participate in the job application process and to be considered for a job in accordance with the Americans with Disabilities Act of 1990. All individuals shall have equal access to any employment opportunities available to a similarly situated individual.

V. **INDEMNIFICATION:**

A. In this section, the following definitions apply:

**"Indemnifiable Losses"** means the aggregate of Losses and Litigation Expenses.

**"Litigation Expense"** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

**"Loss"** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

**"Nonparty Claim"** means any Proceeding brought by someone other than the Contractor or one or more Parish Indemnitees against one or more Parish Indemnitees that arises out of any negligent acts or omissions of the Contractor or any of its Representatives.

**"Parish Indemnitee"** means the Parish and any Parish Representatives and each of the heirs, executors, successors, and assignees of any of the foregoing.

**"Proceeding"** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

**"Representative"** means, with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, and contractors.

B. With respect to any Nonparty Claim, the Contractor shall indemnify those Parish Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the

extent that either or both the Parish or one or more Parish Representatives negligently or intentionally caused those Indemnifiable Losses.

- C. To be entitled to indemnification under Section V, (B), a Parish Indemnatee subject to any Nonparty Claim must promptly (and in any event no later than 21 days after the Parish Indemnatee first knew of that Nonparty Claim) notify the Contractor of that Nonparty Claim and deliver to the Contractor a copy of all legal pleadings with respect to the Nonparty Claim. If the Parish Indemnatee fails to timely notify the Contractor of a Nonparty Claim, the Contractor will be relieved of its indemnification obligations with respect to that Nonparty Claim to the extent that the Contractor was prejudiced by that failure and the Contractor will not be required to reimburse the Parish Indemnatee for any Litigation Expenses the Parish Indemnatee incurred during the period in which the Parish Indemnatee failed to notify the Contractor.
- D. If the Contractor does not respond within 21 days to a notice submitted by a Parish Indemnatee under Section V, (C), the Contractor will be deemed not to dispute the Nonparty Claim referred to in that notice.
- E. To assume the defense of a Nonparty Claim, the Contractor must notify the Parish Indemnatee that it is doing so. Promptly thereafter, the Contractor shall retain to represent it in the Nonparty Claim independent legal counsel that is reasonably acceptable to the Parish Indemnatee.
- F. A Parish Indemnatee may participate in the defense of a Nonparty Claim. A Parish Indemnatee may defend a Nonparty Claim with counsel of its own choosing and without the Contractor participating if (1) the Contractor notifies the Parish Indemnatee that it does not wish to defend the Nonparty Claim, (2) by midnight at the end of the twenty first day after the Parish Indemnatee notifies the Contractor of the Nonparty Claim the Contractor fails to notify the Parish Indemnatee that it wishes to defend the Nonparty Claim, or (3) representation of the Contractor and the Parish Indemnatee by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.
- G. The Contractor shall pay any Litigation Expenses that a Parish Indemnatee incurs in connection with defense of the Nonparty Claim before the Contractor assumes the defense of that Nonparty Claim, except with respect to any period during which the Parish Indemnatee fails to timely notify the Contractor of that Nonparty Claim. The Contractor will not be liable for any Litigation Expenses that a Parish Indemnatee incurs in connection with defense of a Nonparty Claim after the Contractor assumes the defense of that Nonparty Claim, other than Litigation Expenses that the Parish Indemnatee incurs in employing counsel in accordance with Section V, (F), which Litigation Expenses the Contractor shall pay promptly as they are incurred.
- H. After the Contractor assumes the defense of a Nonparty Claim, the Contractor may contest, pay, or settle the Nonparty Claim without the consent of the Parish Indemnatee only if that settlement (1) does not entail any admission on the part of the Parish

Indemnitee that it violated any law or infringed the rights of any person, (2) has no effect on any other claim against the Parish Indemnitee, (3) provides as the claimant's sole relief monetary damages that are paid in full by the Contractor, and (4) requires that the claimant release the Parish Indemnitee from all liability alleged in the Nonparty Claim.

- VI. **COMMENCEMENT AND EXPIRATION:** This contract shall commence upon execution. At the time of execution, the Contractor and the Parish shall agree in writing upon a mutually acceptable start date and the Contractor shall have 90 working days from that start to complete the work, not including weather delays. The work, inclusive of weather delays, shall be completed by December 31, 2022.
- VII. **TERMINATION:** Notwithstanding the provisions of Section VI, hereinabove, this contract may be terminated under the following conditions:
1. By mutual agreement and consent of the parties hereto;
  2. By either party, upon a material or substantial breach of this contract; or
  3. By the Parish, upon 15 days written notice; provided, that upon termination under this subsection 3, the Parish shall pay the Contractor a sum equal to the reasonable value of the services rendered by the Contractor; however, such sum shall in no event be in addition to any sum due or payable in accordance with Section II, (B).
  4. By the Parish's issuance of a certificate of completion for the work.
- VIII. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana, and as such, it is expressly agreed and understood between the parties hereto, that in entering into this contract, the Parish shall not be liable to the Contractor for any benefits provided by the Worker's Compensation Law of the State of Louisiana, and further, under the provisions of LSA-R.S. 23:1034, anyone employed by the Contractor shall not be considered an employee of the Parish for purposes of worker's compensation coverage.
- IX. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such, it is expressly declared and understood between the parties hereto that neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the Parish for the purposes of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.
- X. **GENERAL LIABILITY, SPECIAL INSURANCE AND WORKER'S COMPENSATION INSURANCE COVERAGE:** The Contractor shall secure and maintain general liability, automobile liability, worker's compensation insurance coverage, and other coverages as set forth in Appendix A, which is attached hereto and made a part hereof as though fully set forth

herein. The Contractor will also insure the monument itself under a separate policy of insurance. The Contractor shall also provide the Parish with a certificate of said insurance acceptable to the Parish. Also, the Contractor shall notify the Parish at least 30 days prior to any insurance cancellation of coverage.

- XI. **INDEPENDENT CONTRACTOR STATUS:** With respect to all matters pertaining to this contract, it is hereby understood and specifically agreed that the Contractor shall be deemed an independent contractor and shall in no event be considered an employee, servant, agent, partner, or joint venturer with or of the Parish.
- XII. **THIRD PARTY BENEFICIARY:** It is the explicit intention of the parties hereto that no person or entity other than the parties hereto, except governmental authorities to the extent required by law, is or shall be entitled to bring any action to enforce any provision of this contract against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this contract shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.
- XIII. **PERSONAL LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES:** There shall be no personal liability upon any Parish official or employee in carrying out the provisions contained herein or in exercising any power or authority granted by this contract; it being understood that in such matters any Parish official or employee acts as an agent of the Parish.
- XIV. **ASSIGNABILITY:** The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Parish.
- XV. **AMENDMENTS:** All amendments to this contract shall be in writing and signed by both parties hereto.
- XVI. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Louisiana without giving effect to any conflict of law provisions. Venue shall be solely and exclusively in the First Judicial District Court, Caddo Parish, Louisiana.
- XVII. **SEVERABILITY:** If any provision or item of this contract or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this contract which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this contract are hereby declared severable.
- XVIII. **LIQUIDATED DAMAGES:** The Parish and the Contractor agree that if Contractor does not timely complete all work, the Parish may elect to collect liquidated damages in the sum of One Hundred Dollars and Zero Cents (\$100.00) for each calendar day in excess of the time for completion. The liquidated damages stipulated herein are not a penalty, such sums being agreed as the amount which the Parish will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract.

XIX. **AFFIDAVIT OF NON-COLLUSION:** An Affidavit of Non-Collusion attached hereto as Appendix B shall be executed by the Contractor and made a part hereof as though fully set forth herein.

XX. **SIGNATURE AUTHORITY:** A Certificate of Signature of Authority attached hereto as Appendix C shall be executed by the Contractor and made a part hereof as though fully set forth herein.

XXI. **CERTIFICATE OF LICENSURE:** A Certificate of Licensure attached hereto as Appendix D shall be executed by the Contractor and made a part hereof as though fully set forth herein.

XXII. **FORCE MAJEURE:**

- A. For purposes of this contract, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party excluding a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance.
- B. If a Force Majeure Event prevents a party from complying with any one or more obligations under this contract, that inability to comply will not constitute breach if: (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations to notify and update the other party and use reasonable efforts to limit damages as described in this section.
- C. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this contract.
- D. If it is determined that performance cannot be completed due to the Force Majeure Event, work shall cease, the contract shall be terminated and the Contractor shall be paid only for work that is completed at the time of occurrence of the Force Majeure Event

XXIII. **NOTICE:**

- A. For a notice under this contract to be valid, it must be in writing and delivered (1) by hand, (2) by private courier service with proof of delivery and all fees prepaid, (3) by registered or certified mail with return receipt requested and postage prepaid, or (4) by email with delivery receipt.
- B. For a notice to a party under this contract to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

To Contractor:       Melissa Padilla, President  
Energy Products and Services Corp.  
3817 W Humphrey Street, #204  
Tampa, FL 33614  
[MelissaPadilla@corporatefl.com](mailto:MelissaPadilla@corporatefl.com)

To Parish:            Dr. Woodrow Wilson, Jr.  
CEO and Administrator  
505 Travis Street, 8<sup>th</sup> Floor  
Shreveport, LA 71101  
[wwilson@caddo.org](mailto:wwilson@caddo.org)

- C. A valid notice under this contract will be effective when received by the party to which it is addressed. It will be deemed received as follows:
1. if it is delivered by hand, by private courier service with proof of delivery and all fees prepaid, by registered or certified mail with return receipt requested and postage prepaid, or by email with delivery receipt, upon receipt as indicated by the date on the signed or otherwise validated receipt; and
  2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- D. If a valid notice is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then that notice will be deemed received at 9:00 a.m. on the next business day.

(SIGNATURES ON FOLLOWING PAGE)

Tampa

THIS, DONE AND SIGNED this the 21<sup>st</sup> day of March, 2022 at Shreveport,  
Louisiana.  
Florida

ENERGY PRODUCTS AND SERVICES CORP.

WITNESSES:

T.C. Mays Jr  
(Witness Signature)  
Timothy C. Mays, Jr  
(Witness Printed Name)  
Kessa McBride  
(Witness Signature)  
Kessa McBride  
(Witness Printed Name)

By: Melissa U. Padilla  
Melissa Padilla  
President  
  
Tax ID#: 59-3241333

THIS, DONE AND SIGNED this the 30<sup>th</sup> day of March, 2022 at Shreveport,  
Louisiana.

PARISH OF CADDO

WITNESSES:

Betty Fortune  
(Witness Signature)  
Betty Fortune  
(Witness Printed Name)  
Jamacia Carter  
(Witness Signature)  
Jamacia Carter  
(Witness Printed Name)

By: Andrew Wilson Jr  
Dr. Woodrow Wilson Jr.  
Administrator and  
Chief Executive Officer



## APPENDIX A

### Parish of Caddo Insurance Requirements of Contractors

#### Section 101 - Definitions

Section 101.1 - Insurance Company . . The company or firm which will protect the Contractor from claims which may arise out of or result from the Contractor's operations and for which the Contractor may be legally liable. An acceptable insurance company is defined as one licensed in the State of Louisiana or an "approved non-admitted" carrier. Generally, as a minimum, the company will have a current A. M. Best rating of B+ (Class V). Modification of this standard may be considered upon appeal to the Director of Finance.

Section 101.2 - Surety . . . The bondsman, party, or parties who guarantee the fulfillment of the contract by bond. An "acceptable surety company" is defined to be any company authorized by the existing laws of the State of Louisiana to write bonds under the terms and for the purposes of this contract.

#### Section 102 - Bonds

Section 102.1 - Proposal Guaranty. A proposal guaranty shall be in the amount specified in the advertisement for bids and shall be made payable to the Parish of Caddo, Louisiana. A proposal guaranty shall be in the form of a certified check, cashier's check, or bid bond. Currency shall not be acceptable. If the proposal guaranty submitted by a bidder is in the form of a bid bond, this bond must be in the amount specified in the advertisement for bids; must be signed by the authorized officer, owner or partner of the bidding firm, or each firm representing a joint venture; and must be signed by the surety's attorney-in-fact. If the surety's attorney-in-fact is not an authorized licensed resident agent in accordance with existing state laws, the bond shall be countersigned by a licensed resident agent authorized by the Louisiana Commissioner of Insurance to sign on behalf of the surety. The bond shall be accompanied by a notarized document granting general power of attorney to the surety's attorney-in-fact. Proposal guaranties shall be returned in accordance with law. One power of attorney from the surety company must have an original seal, and the surety bond must be signed exactly as the power of attorney reads.

Section 102.2 - Contract Bond. Prior to the execution of the contract, the Contractor shall file with the Parish a performance and payment/maintenance bond with an acceptable surety company, as defined in Subsection 101.2, on a form provided by the Parish. The Contractor shall pay all premiums and costs thereof and incidental thereto. The bond must be signed by both the Contractor and surety, as outlined in Subsection 102.1. The bond shall be in the sum of not less than 50% of the contract price for performance and payment and not less than 10% of the contract price for maintenance. A performance/maintenance bond shall not be required for any project for which the contract amount is \$25,000 or less.

Section 102.3 - Alternative Guaranty Procedures. The Director of Finance may authorize alternative guaranty procedures in accordance with applicable law basis to assure faithful performance by the Contractor.

#### Section 103 - Insurance

##### Section 103.1 - Contractor's Insurance Limits -- Estimated Project Cost: Below \$500,000.

- A. Workers' Compensation and Employers' Liability
  - 1. Workers' Compensation - Statutory
  - 2. Employers' Liability - \$500,000 per accident
- B. General Liability
  - 1. \$500,000 per occurrence - Combined Single Limit -- Bodily Injury and Property Damage
  - 2. \$1,000,000 general aggregate
  - 3. Personal Injury - \$500,000 per occurrence
- C. Automobile Liability -- \$500,000 per occurrence - Combined Single Limit -- Bodily Injury and Property Damage

##### Section 103.2 - Contractor's Insurance Limits -- Estimated Project Cost: \$500,000 and Above.

- A. Workers' Compensation and Employers' Liability
  - 1. Workers' Compensation - Statutory
  - 2. Employers' Liability - \$500,000 per accident
- B. General Liability
  - 1. \$1,000,000 per occurrence - Combined Single Limit -- Bodily Injury and Property Damage
  - 2. \$2,000,000 general aggregate
  - 3. Personal Injury - \$1,000,000 per occurrence
- C. Automobile Liability -- \$1,000,000 per occurrence - Combined Single Limit -- Bodily Injury and Property Damage

Section 103.3. The Contractor shall purchase from and maintain with an acceptable insurance company or companies,

as defined in Subsection 101.1, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any deductibles and/or self-insured retentions must be disclosed on the Certificate of Insurance and receive prior approval by the Director of Finance.

A. **Worker's Compensation and Employers' Liability**

1. Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.

B. **General Liability**

1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
2. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
3. Claims involving contractual liability insurance applicable to the Contractor's obligations to indemnify the Parish and its agents and employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

C. **Automobile Liability**

1. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle (includes "owned," "non-owned" and "hired").

Section 103.4. The insurance required by Subsections 103.1 and 103.2 shall be written for not less than the limits of liability specified therein. Coverages shall be written on forms which include contractual liability and independent contractor coverage on an occurrence basis and products/completed operations coverage. Products/completed operations coverage shall be maintained for a two-year period from the date of final payment. The coverages shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment. The Contractor shall notify the Parish at least thirty (30) days prior to any insurance cancellation of coverage.

Section 103.5. Property Insurance. The Contractor shall obtain at the Contractor's cost such property insurance covering the work as may be specified elsewhere herein.

Section 103.6. Certificates of Insurance on forms provided by the Parish shall be filed with the Parish prior to commencement of the work. The Parish reserves the right to require certified copies of the policies included with the certificates. Evidence that the authorized representative signing the certificate is authorized to bind the insurance company or companies affording coverage may also be required. The certificates and insurance policies required by Subsections 103.1 and 103.2 shall contain a provision that coverages afforded under the policies will not be materially changed or canceled until at least a 30 day prior written notice has been given to the Parish by the insurance company. In the event the policies are canceled due to non-payment of premium, only a 10 day notice will be required. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverages shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

Section 104 – Indemnification.

A. In this section, the following definitions apply:

"Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.

"Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

"Nonparty Claim" means any Proceeding brought by someone other than the Contractor or one or more Parish

Indemnitees against one or more Parish Indemnitees that arises out of any negligent acts or omissions of the Contractor or any of its Representatives.

"Parish Indemnitee" means the Parish and any Parish Representatives and each of the heirs, executors, successors, and assignees of any of the foregoing.

"Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

"Representative" means, with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, and contractors.

B. With respect to any Nonparty Claim, the Contractor shall indemnify those Parish Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that either or both the Parish or one or more Parish Representatives negligently or intentionally caused those Indemnifiable Losses.

C. To be entitled to indemnification under Section 104, (B), a Parish Indemnitee subject to any Nonparty Claim must promptly (and in any event no later than 21 days after the Parish Indemnitee first knew of that Nonparty Claim) notify the Contractor of that Nonparty Claim and deliver to the Contractor a copy of all legal pleadings with respect to the Nonparty Claim. If the Parish Indemnitee fails to timely notify the Contractor of a Nonparty Claim, the Contractor will be relieved of its indemnification obligations with respect to that Nonparty Claim to the extent that the Contractor was prejudiced by that failure and the Contractor will not be required to reimburse the Parish Indemnitee for any Litigation Expenses the Parish Indemnitee incurred during the period in which the Parish Indemnitee failed to notify the Contractor.

D. If the Contractor does not respond within 21 days to a notice submitted by a Parish Indemnitee under Section 104, (C), the Contractor will be deemed not to dispute the Nonparty Claim referred to in that notice.

E. To assume the defense of a Nonparty Claim, the Contractor must notify the Parish Indemnitee that it is doing so. Promptly thereafter, the Contractor shall retain to represent it in the Nonparty Claim independent legal counsel that is reasonably acceptable to the Parish Indemnitee.

F. A Parish Indemnitee may participate in the defense of a Nonparty Claim. A Parish Indemnitee may defend a Nonparty Claim with counsel of its own choosing and without the Contractor participating if (1) the Contractor notifies the Parish Indemnitee that it does not wish to defend the Nonparty Claim, (2) by midnight at the end of the twenty first day after the Parish Indemnitee notifies the Contractor of the Nonparty Claim the Contractor fails to notify the Parish Indemnitee that it wishes to defend the Nonparty Claim, or (3) representation of the Contractor and the Parish Indemnitee by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

G. The Contractor shall pay any Litigation Expenses that a Parish Indemnitee incurs in connection with defense of the Nonparty Claim before the Contractor assumes the defense of that Nonparty Claim, except with respect to any period during which the Parish Indemnitee fails to timely notify the Contractor of that Nonparty Claim. The Contractor will not be liable for any Litigation Expenses that a Parish Indemnitee incurs in connection with defense of a Nonparty Claim after the Contractor assumes the defense of that Nonparty Claim, other than Litigation Expenses that the Parish Indemnitee incurs in employing counsel in accordance with Section 104, (F), which Litigation Expenses the Contractor shall pay promptly as they are incurred.

H. After the Contractor assumes the defense of a Nonparty Claim, the Contractor may contest, pay, or settle the Nonparty Claim without the consent of the Parish Indemnitee only if that settlement (1) does not entail any admission on the part of the Parish Indemnitee that it violated any law or infringed the rights of any person, (2) has no effect on any other claim against the Parish Indemnitee, (3) provides as the claimant's sole relief monetary damages that are paid in full by the Contractor, and (4) requires that the claimant release the Parish Indemnitee from all liability alleged in the Nonparty Claim.

**Section 105 - Use of Land, Preservation and Restoration of Railway Property.** The provisions given elsewhere herein, which require the Contractor to protect property against damages, and which place upon the Contractor all responsibility for damage to property, injury to persons, and loss, expense, inconvenience and delay to the owners of property and others, shall apply in connection with railway lines or railroads the same as in connection with other kinds of property. In the protection of railway lines and railroads, however, the Contractor will be required to exercise particular care to avoid any damage which might result in train wrecks or in delays in train service. In the performance of work in close proximity to railroad tracks, the Contractor shall consult with the railroad owners or officials in regard to means and methods which are satisfactory to said owners or officials, and the Contractor shall at his own expense provide such trackwalkers and flagmen as the said owners and officials may deem necessary for the adequate protection of the railroad property and train services. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from carrying out of the work to be done under this contract,

and, if the special provisions so specify, the Contractor shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affected, in guaranty of this responsibility. Any extension of time granted the Contractor in which to complete the contract shall not relieve the Contractor or his surety from this responsibility.

**Section 106 - Contractor's Responsibility for Damage Claims.** Until final written acceptance of the project by the Parish, the Contractor shall have the charge and care thereof and shall take reasonable precautions against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work due to Contractor's negligent acts or omissions before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, of the public enemy or of governmental authorities. The Contractor shall not be financially responsible for the repair of existing cracks or fissures of the monument. The Contractor shall not be financially responsible for subsequent cracks or fissures that grow larger during the scope of work. If fissures or cracks grow larger during the scope of work, such needed repairs shall be documented and the Contractor shall notify the Parish of such repairs, so that the Contractor and Parish may confer and determine if a change order is necessary to keep the project moving forward. The Parish will accept change orders only for repairs that will hinder the project from moving forward if not completed. The Contractor shall notify in writing his insurer within 10 days of any claim against the project and provide the Parish with a copy of such notification.

**Section 107 - No Waiver of Legal Rights.** Inspection by the Engineer or any of his duly authorized representatives, any order, measurement, or certificate by the Engineer; any order by the Parish for the payment of money, any payment for or acceptance of any work or any extension of time; or any possession taken by the Parish, shall not operate as a waiver of any provision of the contract; or any power therein reserved to the Parish or of any right of damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach. The Parish reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The Parish reserves the right to claim and recover sums as may be sufficient to correct any error or make good any deficit in the work resulting from such error or from dishonesty or collusion.

**Section 108 - Third Party Beneficiary.** It is specifically agreed by the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create, in any person or party, a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries, property damages, or any other damages pursuant to the terms or provisions of this contract, including, but not limited to, the contract specifications.

**Section 109 - Alternative Insurance Requirements.** The Director of Finance may consider and authorize alternative insurance requirements on a case by case basis for special, other or additional insurance coverages.

**Section 110 - Special Insurance Provision.** The standard insurance provisions requirements are described hereinabove. If any special, other, or additional insurance coverages are considered and authorized by the Director of Finance or required by any Contract, Contract Documents or other documents, the special, other or additional insurance coverages are made a part hereof as though fully set forth herein.

APPENDIX B

STATE OF LOUISIANA  
PARISH OF CADDO

AFFIDAVIT ATTESTING THAT THE CONTRACT WAS NOT SECURED  
THROUGH EMPLOYMENT OR THE PAYMENT OF A SOLICITOR

All contractors, subcontractors, or any other person, corporation, firm, association, or other organization receiving value for services rendered in connection with this contract shall execute the following affidavit:

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared MELISSA PAVILAK, authorized representative of Energy and Products Services Corporation who does hereby state as follows, to-wit:

1. I have not employed any person, corporation, firm, association, or other organization, either directly or indirectly, to secure this public contract under which such individual or entity has received payment, in connection with the construction of the public building or project or in securing this public contract in the regular course of their duties for me;
2. No part of the contract price received by me was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting this contract, other than the payment of their normal compensation to persons regularly employed by me whose services in connection with the construction of the public building or project were in the regular course of their duties for me; and
3. Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

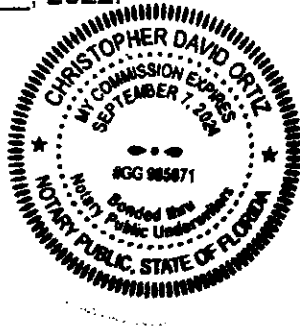
For the purpose of this Section, a "substantial, financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

(SIGNATURES ON FOLLOWING PAGE)

Melvin G. Puchalla  
Signature

PRESIDENT  
Title

SWORN TO AND SUBSCRIBED before me, Notary, on this 21<sup>st</sup> day of  
MARCH, 2022.



Chris Ortiz  
Notary Public

APPENDIX C

STATE OF LOUISIANA  
PARISH OF CADDO

CERTIFICATE OF AUTHORITY

CORPORATION

I hereby swear or affirm that the Board of Directors of Energy Services & Products Corp., a corporation organized and existing under the laws of the State of FLORIDA, and domiciled in FLORIDA, has adopted on August, 2021 a resolution authorizing MELISSA PABILLA to sign any and all contracts and/or agreements with the Parish of Caddo and to do any and all things necessary to execute the contracts and/or agreements on behalf of this corporation. I further certify that the resolution has been entered into the records of this corporation, has not been rescinded or modified, and remains in full force and effect on this date.

LIMITED LIABILITY COMPANY

I hereby swear or affirm that, \_\_\_\_\_ (Name of LLC) is a Limited Liability Company of which, \_\_\_\_\_ (Individual's Name) is thereby authorized to represent the Limited Liability Company in contractual agreement with the Parish of Caddo and further and fully authorized to sign any and all contracts and/or agreements and to do any and all things necessary to execute the contracts and/or agreements on behalf of the Limited Liability Company.

PARTNERSHIP

I hereby swear or affirm that \_\_\_\_\_ (Name of Partnership) is a partnership of which \_\_\_\_\_ is a general partner and thereby authorized to represent the Partnership in contractual agreement with the Parish of Caddo and further and fully authorized to sign any and all contracts and/or agreements and to do any and all things necessary to execute the contracts and/or agreements on behalf of the Partnership.

SOLE PROPRIETORSHIP

I swear or affirm that \_\_\_\_\_ (Name of Proprietorship) is a sole proprietorship of which \_\_\_\_\_ is owner and thereby authorized to represent the Proprietorship in contractual agreement with the Parish of Caddo and further and fully authorized to sign any and all contracts and/or agreements and to do any and all things necessary to execute the contracts and/or agreements on behalf of the Proprietorship.

(SIGNATURES ON FOLLOWING PAGE)

Melissa G. Pabilla  
Signature

MELISSA PABILLA  
Name in Print

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, on the  
21<sup>st</sup> day of March, 2022 in Tampa, Louisiana. Flork161



Chris Ortiz  
Notary Public



APPENDIX D

STATE OF LOUISIANA  
PARISH OF CADDO

CERTIFICATION OF LICENSURE

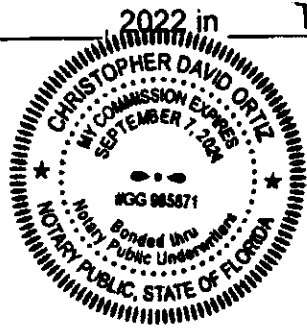
I hereby swear or affirm that I have reviewed the applicable specifications and plans, for Removal and Relocation of the 20-12 (Name and Project No. of Project), and that Energy services & products corp (Name of Contractor) is currently and shall remain at all times during the term of this Contract in compliance with all licensing laws of the State of Louisiana and all licensure requirements of the Louisiana State Licensing Board for Contractors necessary to complete the work under this Contract.

Melissa Podilla  
Name of Authorized Representative

President  
Title of Authorized Representative

Melissa A. Podilla  
Signature of Authorized Representative

SWORN TO AND SUBSCRIBED before me, the under signed Notary Public on March 21 2022 in Tampa, Florida, Louisiana.



Chris Ortiz  
Notary Public