

Sample Contract for the Design and Development of JEDCO Website

CONTRACT FOR THE DEVELOPMENT OF A MARKET STUDY ON THE WEST BANK OF JEFFERSON PARISH BETWEEN THE JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT AND [LEGAL NAME OF FIRM]

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024, by and between the Jefferson Parish Economic Development and Port District herein represented by its President & CEO, Jerry Bologna, (hereinafter referred to as “JEDCO”), and [FIRM], represented herein by [NAME OF REPRESENTATIVE], its duly authorized representative (hereinafter referred to as the CONTRACTOR). JEDCO and CONTRACTOR may be referred to herein as “Party”, individually, and “Parties”, collectively.

I. Administration of Agreement

All Work, as defined below, shall be under the direction of JEDCO’s Director of Marketing and Communications, to whom all related activities and materials shall be submitted. All approvals and administration of this AGREEMENT shall be through said individuals.

II. Scope of Services/Deliverables

CONTRACTOR will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily develop a market study of a targeted area on the West Bank of Jefferson Parish. During the term of this AGREEMENT, CONTRACTOR shall provide services and deliverables as documented in Exhibit A attached hereto and made a part hereof (the “Project”). JEDCO shall pay the CONTRACTOR for the successful completion of the scope of services in accordance with the payment schedule and amounts as documented in Exhibit A.

The CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skills and care and the orderly progress of the Project.

If JEDCO desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and JEDCO and the CONTRACTOR shall mutually agree upon the period within which services for each part of the Project shall be performed. The CONTRACTOR will be given time extensions for delays beyond their control or for those caused by tardy approvals of work by JEDCO, but no additional compensation shall be allowed for such delays.

III. Records, Accounts and Reports

3.1 Books and Records. CONTRACTOR shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles in a form and method acceptable to JEDCO. CONTRACTOR shall permit JEDCO and JEDCO's agents from time-to-time to inspect, copy, and audit during CONTRACTOR'S normal business office hours the books and records pertaining to the services provided under this AGREEMENT. Any audit or inspection shall be by written notice from JEDCO to CONTRACTOR. JEDCO's right to audit, inspect, and make copies of CONTRACTOR's records shall be at the sole expense of JEDCO.

3.2 Periodic and/or Annual Reports. At any time, JEDCO may request that the CONTRACTOR, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this AGREEMENT, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting contractor. (For purposes of this AGREEMENT, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

IV. Personnel

4.1 Employees. CONTRACTOR shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this AGREEMENT. All persons engaged by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

4.2 Appropriate Personnel. CONTRACTOR shall provide only trained personnel. CONTRACTOR'S employees shall always conduct themselves in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the CONTRACTOR is unsatisfactory in any material respect, JEDCO may request CONTRACTOR to exclude the employee or employees from Work under this contract.

4.3 Substitution of Personnel. If, during the term of the contract, the CONTRACTOR cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification are to be submitted to JEDCO for approval prior to any personnel substitution. It shall be acknowledged by the CONTRACTOR that every reasonable attempt shall be made to assign the personnel listed in CONTRACTOR's proposal.

4.4 Non-Discrimination. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

V. Assignment

Neither JEDCO nor the CONTRACTOR shall assign, sell, transfer or otherwise convey any interest in this AGREEMENT, including any monies due or to become due to the CONTRACTOR under the contract, without the prior written consent of the other, nor without the consent of any surety unless the surety has waived its right to notice of assignment. Unless specifically stated to

the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this AGREEMENT.

VI. Use of Subcontractors

Per the CONTRACTOR'S written proposal, CONTRACTOR intends to use the services of subcontractors to meet the goals, objectives and strategies for each deliverable. The CONTRACTOR shall:

- (a.) Not engage in the services of any additional subcontractor(s) without the prior written approval of JEDCO.
- (b.) Furthermore, the CONTRACTOR shall not substitute any subcontractor(s) without the written approval of JEDCO.
- (c.) Should CONTRACTOR obtain JEDCO approval to engage or substitute subcontractor(s) services to perform its obligations under this AGREEMENT, CONTRACTOR shall require that the subcontractor(s) comply with all terms of this AGREEMENT, including but not limited to the insurance provisions hereunder. The engagement or substitution of a subcontractor(s) shall not serve to release or discharge CONTRACTOR from any of its duties or responsibilities under this AGREEMENT.

VII. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the CONTRACTOR written notice specifying the CONTRACTOR's failure. If within ten (10) days after receipt of such notice, the CONTRACTOR shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the CONTRACTOR in default and the contract shall terminate on the date specified in such notice. The CONTRACTOR may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the CONTRACTOR shall give written notice specifying JEDCO's failure. If ten days after receipt of such notice, JEDCO shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then CONTRACTOR may, at its option, place JEDCO in default and the contract shall terminate on the date specified in such notice.

JEDCO may terminate this contract at any time by giving thirty (30) days written notice to the CONTRACTOR. After notice is given, the CONTRACTOR is entitled to payment for the deliverables in progress only up to the date notice is given.

VIII. Notice

Any communications to be given hereunder concerning this AGREEMENT by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered, or by a recognized express delivery service (e.g., Federal Express, UPS, etc.) as follows:

[CONTACT INFO FOR FIRM]

Jerry Bologna
President & CEO
JEDCO
700 Churchill Parkway
Avondale, LA 70094

or to such other person or address as may be designated by the Parties by written notice given pursuant hereto.

Written notices hereunder shall be effective upon first receipt as evidenced by written record of delivery; however if received after close of business then notice shall be deemed received on the next business day.

IX. Independent Contractor

While in the performance of services or carrying out the obligations under this AGREEMENT, CONTRACTOR shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, contractor or corporation for any obligations of CONTRACTOR arising from the performance of their services under this AGREEMENT.

The parties hereto acknowledge and agree that JEDCO shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of CONTRACTOR; or
- (d) pay workman's compensation insurance premiums for coverage for CONTRACTOR.

CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

CONTRACTOR agrees to indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from JEDCO'S treatment of CONTRACTOR as an independent contractor. CONTRACTOR further agrees to reimburse JEDCO for any and all costs JEDCO incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

X. Statutory Employer Relationship

Only and strictly with regard to claims by employees of CONTRACTOR or its subcontractors against JEDCO, in connection with work performed in the State of Louisiana, the Parties acknowledge that performance of any work by CONTRACTOR constitutes their recognition and agreement that a statutory employer relationship as envisioned by La. R.S. § 23:1061, as amended, exists between CONTRACTOR and JEDCO. Such statutory employer relationship applies to direct, borrowed, special or statutory employees of CONTRACTOR and its subcontractors. The Parties further acknowledge that the work to be performed under this AGREEMENT is an integral part of, or essential to, the ability of JEDCO to generate its goods, products or services.

XI. Insurance

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and JEDCO from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the negligent performance of services under this AGREEMENT. CONTRACTOR shall secure and maintain professional liability insurance that will protect it from claims arising out of its professional services provided under this AGREEMENT, whether the services are provided by CONTRACTOR, its agents, representatives, employees and/or by any subcontractors retained by CONTRACTOR in relation to the services provided under this AGREEMENT. CONTRACTOR shall maintain Automobile Liability insurance including coverage for all owned, hired, leased and non-owned automobiles. All certificates of insurance shall be furnished to JEDCO prior to the commencement of services under this AGREEMENT and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage provided to JEDCO.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE CONTRACTOR SHALL CONTAIN THE FOLLOWING CLAUSES:

1. Except for any Professional Liability Insurance insurers, CONTRACTOR's insurers will have no right of recovery or subrogation against JEDCO its officers, directors and employees, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. Except for any Professional Liability or Worker's Compensation coverage, JEDCO, its officers, directors and employees shall be named an additional insured with respect to liability arising out of Work being performed under this Agreement.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of CONTRACTOR.

B. Prior to the execution of a contract, the selected firm shall provide at its own expense proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. Workers' Compensation Insurance: In the event the selected firm hires workers within the State of Louisiana it shall obtain Workers' Compensation Insurance. As required by Louisiana State Statute exception, employer's liability shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures; otherwise, this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and

- property damage.
- d. Professional Liability Insurance in the sum of at least One Million Dollars (\$1,000,000.00)
 - e. Umbrella Liability Insurance: An umbrella policy or excess may be used to meet minimum requirements.

All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, the selected firm shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above. Upon failure of the selected firm to furnish, to deliver and maintain such insurance as above provided, the contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of the selected firm(s) to take out and/or to maintain insurance shall not relieve the firm(s) from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the selected firm(s) concerning indemnification.

XII. Indemnity

The selected firm(s) shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by the selected firm(s). Further, the selected firm(s) hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. The selected firm(s) further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this Section.

XIII. General

CONTRACTOR represents that it has not employed or retained any company or person, other than a bona-fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, JEDCO shall have the right to annul this contract without liability.

This AGREEMENT shall be binding upon the successors and assigns for the parties hereto. This AGREEMENT, being for the personal services of CONTRACTOR, shall not be assigned or subcontracted in whole or in part by CONTRACTOR as to the services to be performed hereunder

without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

The CONTRACTOR and JEDCO waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this AGREEMENT.

If JEDCO fails to make payments to the CONTRACTOR in accordance with this AGREEMENT, such failure shall be considered substantial nonperformance and cause for termination or, at the CONTRACTOR's option, cause for suspension of performance of services under this AGREEMENT. If the CONTRACTOR elects to suspend services, the CONTRACTOR shall give fifteen (15) days' written notice to JEDCO before suspending services. In the event of a suspension of services, the CONTRACTOR shall have no liability to JEDCO for delay or damage caused JEDCO because of such suspension of services. Before resuming services, the CONTRACTOR shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONTRACTOR's services.

No person or entity other than JEDCO is intended to be a beneficiary of CONTRACTOR's services under this AGREEMENT and the CONTRACTOR shall have no right to maintain any action in contract, tort or otherwise directly against the CONTRACTOR.

Unless otherwise provided for under this AGREEMENT, JEDCO shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth JEDCO's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the CONTRACTOR, JEDCO shall furnish the requested information as necessary and relevant for the CONTRACTOR to evaluate, give notice of or enforce lien rights.

JEDCO and CONTRACTOR shall identify in writing a representative authorized to act on their behalf with respect to the Project. JEDCO shall render decisions and approve the CONTRACTOR's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR's services.

The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by JEDCO and JEDCO's consultants.

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State without regard to its conflict of law principles. The CONTRACTOR hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

This AGREEMENT represents the entire agreement between JEDCO and CONTRACTOR. This AGREEMENT may only be amended in writing by authority of JEDCO, and must be signed by both JEDCO and CONTRACTOR. Should there be any conflict among contract documents, the RFP, and the CONTRACTOR'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) the contract document;
- 2) the RFP;
- 3) CONTRACTOR's written proposal.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this AGREEMENT transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this AGREEMENT shall have the same effect as the physical delivery of the paper document bearing original signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

WITNESSES:

JEDCO

Signature: _____
Print:

BY: _____
Jerry Bologna
President & CEO

Signature: _____
Print:

WITNESSES:

[FIRM]

Signature: _____
Print:

BY: _____
[REPRESENTATIVE NAME]
[REPRESENTATIVE TITLE]

Signature: _____
Print: