



# ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH COUNCIL  
AND  
CSRS, INC.**

This Agreement is made and entered into on this 24 day of April, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Jaclyn Hotard, **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **CSRS, INC., 6767 PERKINS ROAD, SUITE 200, BATON ROUGE, LOUISIANA, 70808**, represented by Michael B. Songy, PE, PLS in accordance with the corporate resolution attached hereto, hereinafter referred to as ("**Engineer**") are sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties**" under the following terms and conditions.

#### TERM OF AGREEMENT

This **Agreement** shall begin on the date referenced above and terminate one (1) year from the Notice to Proceed (NTP) unless otherwise terminated per the termination clause. Notice to Proceed shall be issued to the **Engineer** no later than ten (10) days following execution of the **Agreement**.

#### AMENDMENT

This **Agreement** may be amended by written consent, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

#### EXTENSION

The term of this **Agreement** may be extended in six (6) month increments by written agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

#### SCOPE OF SERVICES

The "Services" to be performed by the **Engineer** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference.

#### PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Work**, the **Parish** hereby agrees to provide compensation to the **Engineer**, in accordance with its fee schedule listed in **Exhibit B: Budget**.

All payments and invoices must be approved by the **Director of Planning and Zoning** or a designee hereinafter called the "**Director**," and all deliverables, invoices, etc. shall be submitted to the **Director**.

ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
05/13/2020 10:07AM  
372360- MO  
Deputy Clerk *[Signature]* #82891

### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Work** to ensure completion and a review of invoices for accuracy prior to payment.

### **TAXES**

The **Engineer** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** shall be **Engineer's** obligation. **Engineer** is required to provide a completed W-9 form prior to commencement of work.

### **TERMINATION FOR CAUSE**

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**, and **Parish** may withhold any payments to the **Engineer** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Engineer** is determined.

### **TERMINATION FOR CONVENIENCE**

**Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

### **NOTICE TO PROCEED**

The **Director** shall notify the **Engineer** to undertake the services stated in **Exhibit A: Scope of Work**, and the **Engineer** shall commence the services within ten (10) calendar days after mailing of such notification.

### **GENERAL CONDITIONS**

The **Engineer** shall, at all times during the term of this **Agreement**, maintain a valid Louisiana Engineering License.

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the **Parties** hereto that the **Engineer** is entering into this **Agreement** in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Engineer** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish.

The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Engineer** arising from the performance of their services under this **Agreement**.

The **Engineer** shall be authorized to represent the **Parish** with respect to services being performed and dealings with other agencies. The **Engineer** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Engineer**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Engineer**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** without liability.

This **Agreement** shall be binding upon the successors and assigns for the **Parties** hereto. This **Agreement** being for the personal services of the **Engineer**, shall not be assigned or subcontracted in whole or in part by the **Engineer** as to the services to be performed hereunder without the written consent of the **Parish**.

#### **VENUE**

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

#### **INSURANCE**

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

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **Engineer** by the **Parish** shall remain the property of the **Parish**, and shall be returned to the **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**.

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

#### **AUDITORS**

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Engineer** which relate to this **Agreement**.

#### **NON-ASSIGNABILITY**

**Engineer** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Engineer** 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 the **Parish**.

#### **INDEMNITY**

To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a 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 **Agreement** 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 **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **FISCAL FUNDING**

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the **Parish** President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **NOTICES**

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required.

Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

<b>If to Parish:</b>	<b>If to Engineer:</b>
ATTN: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Michael B. Songy, PE, PLS Principal and CEO CSRS, Inc. 6767 Perkins Road, Suite 200 Baton Rouge, Louisiana 70808

**EXCLUSIONS**

Pursuant to Louisiana Revised Statute 38:2227, **Engineer** 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.

**Engineer** 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), **Engineer** must certify that neither he, nor anyone acting on behalf of **Engineer**, 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 **Agreement**, other than persons regularly employed by **Engineer**. **Engineer** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **Engineer** in the regular course of their employment duties for **Engineer**. **Engineer** 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, **Engineer** 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 St. 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. **Engineer** 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

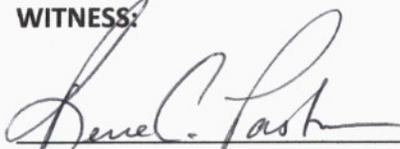
**DISCRIMINATION CLAUSE**

The **Engineer** 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 **Engineer** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

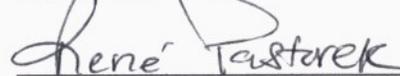
The **Engineer** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

**WITNESS:**

  
\_\_\_\_\_

SIGNATURE

  
\_\_\_\_\_

PRINT NAME

**PARISH:**

ST. JOHN THE BAPTIST PARISH

By:   
\_\_\_\_\_

Jaclyn Hotard  
Parish President

**WITNESS:**

  
\_\_\_\_\_

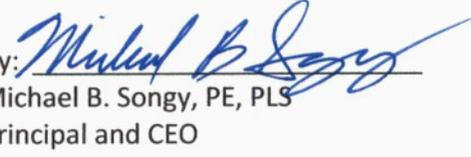
SIGNATURE

  
\_\_\_\_\_

PRINT NAME

**ENGINEER:**

CSRS, INC.

By:   
\_\_\_\_\_

Michael B. Songy, PE, PLS  
Principal and CEO

**Exhibit A**  
**Scope of Work**

**PROJECT DESCRIPTION**

The **Engineer** shall complete the engineering design / permitting required for the Belle Terre Streetscape and Stormwater Management Enhancements project. The project is proposed as a suite of streetscape and stormwater management enhancements, including new lighting; stormwater management features (green infrastructure); a multi-use path; interpretive signage; and public displays of art. The proposed project serves to accentuate the natural environment along this major gateway to St. John the Baptist Parish, benefitting the economy and advancing the use of green infrastructure to alleviate flooding within the Lake Pontchartrain Basin.

**SERVICES**

**Timeframe:** 1 year from Notice to Proceed (NTP).

The **Engineer** shall provide all basic services and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**, including attendance by the **Engineer** at project meetings.

More specifically, the **Engineer** will:

1. Provide all necessary engineering, design, topographic survey, and related services required for the preparation of construction documents including plans, specifications and cost estimates.
2. Submit plans and specifications to Louisiana Department of Transportation and Development (DOTD), and other appropriate agencies, if applicable, for approval.
3. Attend any project meetings as necessary to complete project successfully.

Following is a description of the scope of work required to complete each phase of services for the project:

**TASK 1 (RESTORE ACT Funded)**

**TOPOGRAPHIC SURVEY PHASE:**

1. Coordinate and conduct a topographic survey that can be used to develop engineering plans for the project.
2. The topographic survey will include cross sections every 100 feet across Belle Terre Blvd from right of way to right of way from Interstate-10 to Airline Highway.
3. The survey will require invert elevations of all sewage and drainage structures. All topographic features shall be on unique descriptive layers (i.e. drain, sewer, etc.).

4. In the event acquisition of property/servitudes/rights-of-way by the Parish is required to facilitate the project, prepare property boundary maps and legal descriptions of each parcel to be acquired.

#### **GEOTECHNICAL INVESTIGATION**

1. Drill soil borings approximately every 1,500 linear feet along the project corridor to a depth of 15 feet below the ground or pavement surface.
2. Perform geotechnical laboratory tests on boring samples which include strength tests (unconfined and/or triaxial), classification tests (Atterberg Limits and/or particle size)
3. Perform evaluation necessary to characterize subsoil conditions of the site and develop engineering recommendations which include rigid pavement design recommendations, allowable soil bearing values, bedding and backfill recommendations for piping and general construction procedures and recommendations.
4. Findings, conclusions and recommendations will be presented in a report.

#### **PRELIMINARY DESIGN PHASE:**

1. Prepare preliminary engineering plans which demonstrate the concept and layout of the proposed enhancements.
2. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
3. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
4. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John the Baptist Parish.
5. Comments from technical review meeting will be incorporated into the final design phase.

#### **FINAL DESIGN PHASE:**

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% submittal and 100% submittal.
3. The 95% design submittal will include all design sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John the Baptist Parish.
5. Comments from the technical review meeting will be incorporated into the 100% final design.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional civil engineer along with a final opinion of probable construction cost.

#### **TASK 2 – (St. John Parish Funded)**

**PERMITTING PHASE:**

1. Prepare and submit all applications for the various permits to federal and state agencies, on an as-needed basis.
2. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
3. Any required permit extension will be included in this phase.

**Exhibit B**  
**Budget**

The following budget is based on a grant award and the scope of work as outlined in Exhibit A.

For work associated with the basic services of this project which includes all lump sum tasks below, the estimated fee is based on the cost estimate of the project applied to ordinance 05-16. Actual fees will be adjusted by applying ordinance 05-16 to the awarded construction cost. For work associated with sub-consultant or supplemental services which includes all not to exceed tasks below, the fee is based on a not to exceed budget for these tasks. A breakdown of the total fee is detailed below.

**Project Elements**

Task 1: Interstate 10 to Airline Highway (RESTORE Act Funded)

Estimated Construction Cost:	\$4,094,350.00
Engineering Fee % (SJB Standard Curve Ordinance 05-16):	7.07%
Total Basic Services Design Fee (Lump Sum) (See Breakdown Below):	\$202,629.29
Preliminary Design (Lump Sum) (25% of Basic Services Fee)	\$72,367.29
Final Design (Lump Sum) (45% of Basic Services Fee)	\$130,261.00

Supplemental Services:

Topographic Survey (not to exceed)	\$114,070.00*
Geotechnical Investigation (not to exceed)	<u>\$12,100.00*</u>
Task 1 - Total Basic Design and Supplemental Services Fees	\$328,799.29

\*Includes a 10% sub-consultant management fee – supplemental services will be paid in accordance with Gulf South Engineering and Testing, Inc. proposals and shall not exceed the amounts above.

Task 2: Interstate 10 to Airline Highway (St. John Parish Funded)

Bidding (TBD)

Construction Administration (TBD)

Record Drawings (TBD)

Resident Project Representative (TBD)

Supplemental Services:

Permitting (not to exceed)	\$20,000.00**
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\*\*Certified timesheets shall be provided as backup to justify hourly time charged for permitting

Tasks 1 and 2 - Total Project Fee	\$348,799.29
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**Project Breakdown**

Invoices for this project shall be submitted monthly and reflect the percentage of work completed for each task through the end of each month. The Parish shall pay invoices within thirty (30) days of receipt.

**Pricing Schedule**

The **Engineer** will be paid as per the St. John the Baptist Parish Code of Ordinances – Chapter II – Fees and Charges, Sec. 14-2. Administration.

(1) Engineer and resident inspection fees.

<i>Basic Engineering Services Fee Curve</i>	
<i>Awarded Construction Cost</i>	<i>Basic Engineering Services Fee (percentage)</i>
\$0—\$30,000.00	14.56
\$40,000.00	14.04
\$50,000.00	13.57
\$60,000.00	13.21
\$70,000.00	12.90
\$80,000.00	12.69
\$90,000.00	12.38
\$100,000.00	12.08
\$200,000.00	11.02
\$300,000.00	10.23
\$400,000.00	9.72
\$500,000.00	9.27
\$600,000.00	8.82
\$700,000.00	8.59
\$800,000.00	8.40
\$900,000.00	8.23
\$1,000,000.00	8.04
\$2,000,000.00	7.43
\$3,000,000.00	7.18
\$4,000,000.00	7.11
\$5,000,000.00	6.67
Over \$5,000,000.00	To be negotiated
<i>Resident Project Representative Services</i>	
<i>Estimated Construction Cost</i>	<i>Service Fee (percentage)</i>
\$100,000.00 or less	5.0
\$200,000.00	4.6
\$300,000.00	4.3
\$400,000.00	4.1
\$500,000.00	3.9
\$600,000.00	3.8
\$700,000.00	3.7
\$800,000.00	3.6
\$900,000.00	3.5
\$1,000,000.00	3.4
\$2,000,000.00	3.3
\$3,000,000.00	3.2
\$4,000,000.00	3.1
\$5,000,000.00	3.0
Over \$5,000,000.00	To be negotiated

**Exhibit C**  
**Insurance Requirements**

**Engineer** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** 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 **Engineer** 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 **Agreements** may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist **Parish** Council should be indicated 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. **Parish's** and Contractor's Protective Liability (if Engineer 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 limits 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 should be indicated on certificate.
9. Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

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

the **Engineer**.

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 should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

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

#### **CERTIFICATES**

Prior to starting the work, **Engineer** shall deliver to the Director of Purchasing and Procurement, 1811 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide the Insurer shall give the **Parish** thirty (30) days written notice of any cancellation of such insurance.

**Exhibit D**  
**List of Required Provisions**

All Contracts	
Contracting with Small and minority businesses, women’s business enterprises, and labor surplus area firms	All contracts. Affirmative Steps to assure use when possible. Required of prime contractor of subcontracts. [2 CFR 200.321]
Retention of Records	Agreement to comply with 2 CFR 200.333 per Section F of Treasury RESTORE Act Standard Terms and Conditions.
Access to Records	Agreement to comply per Section G of Treasury RESTORE Act Standard Terms and Conditions.
Non-Discrimination Requirements	Agreement to comply per Section O of Treasury RESTORE Act Standard Terms and Conditions.
Procurement of Recovered Materials	Mandatory Provision. [2 CFR 200.322 and, Appendix II (J)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
Rights to Inventions	Contracts to small business or nonprofit organizations only. Mandatory provision. [2 CFR 200, Appendix II (F)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
*Equal Employment Opportunity	Construction Contracts. Mandatory Clause. Must include EEO clause provided under 41 CFR60-1.4(b). [2 CFR 200, Appendix II (C)]
Construction Contracts in Excess of \$2,000 subject to Davis-Bacon Requirements	
Davis-Bacon Act	Construction Contracts. Mandatory provision when applicable. [2 CFR 200 Appendix II (D)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
Copeland “Anti-Kickback” Act	Construction Contracts. Mandatory provision when applicable. [2 CFR 200 Appendix II (D)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
Contracts in Excess of \$10,000	
* Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction	Construction Contracts. Mandatory provision. Agreement to comply per Section W 14 of Treasury RESTORE Act Standard Terms and Conditions. Insertion of women and minority goals. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) clause and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) clause
*Termination for Cause	Mandatory provision including manner effected and basis of settlement. [2 CFR 200, Appendix II (B)]

*Termination for Convenience	Mandatory provision including manner effected and basis of settlement. [2 CFR 200, Appendix II (B)]
<b>Contracts in Excess of \$25,000</b>	
Debarment and Suspension	1. No contract can be awarded to a party listed on the governmentwide Excluded Parties List System in SAM. [2 CFR 200, Appendix II (H)] 2. Mandatory Term or Condition per Section P of Treasury RESTORE Act Standard Terms and Condition stating that contract is subject to 31 CFR Part 19.
<b>Contracts in Excess of \$100,000</b>	
Contract Work Hours and Safety Standards Act	Construction contracts subject to Davis-Bacon Act that employ mechanics or laborers. Mandatory provision when applicable. [2 CFR 200, Appendix II (E)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
Byrd Anti-Lobbying	Mandatory Provision. [2 CFR 200, Appendix II (I)] Agreement to comply per Section R Lobbying Restrictions of Treasury RESTORE Act Standard Terms and Conditions.
<b>Contracts in Excess of \$150,000</b>	
Clean Air Act and the Federal Water Pollution Control Act	Mandatory provision. [2 CFR 200, Appendix II (G)]; Agreement to comply per Section S of Treasury RESTORE Act Standard Terms and Conditions.
<b>Contracts in Excess of \$250,000 –Simplified Acquisition Threshold (SAT)</b>	
*Administrative, Contractual and Legal Remedies	Mandatory provision. [2 CFR 200, Appendix II (A)] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
*Bonding Requirements	Construction or facilities improvements. Minimum requirements apply for contracts over the SAT (currently \$250,000).

*\* Requires specific language or clause. The requirement cannot be addressed via reference to the RESTORE Act Standard Terms & Conditions.*



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

**December 11<sup>th</sup>, 2019**

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

District I  
Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 10<sup>th</sup>, 2019.**

District II  
Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

**“Councilwoman Remondet moved and Councilwoman Hotard Gaudet seconded the motion to grant administration authorization to enter into a Professional Services Agreement with CSRS, Inc. for the Belle Terre Streetscape and Stormwater Enhancement Project. The motion passed unanimously.”**

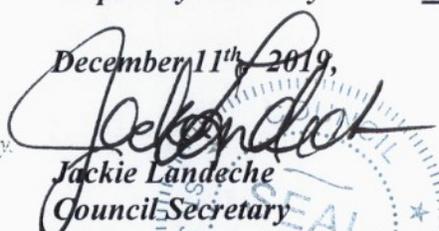
District III  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

### CERTIFICATION

District IV  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 10<sup>th</sup> day of December, 2019.**

District V  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

**December 11<sup>th</sup>, 2019,**  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

District VI  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

District VII  
Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

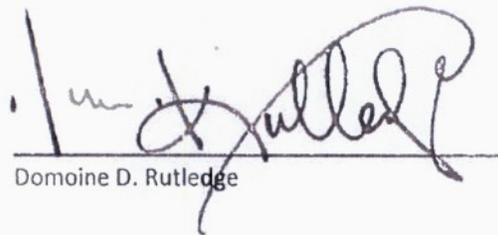
**RESOLUTION**

**BE IT RESOLVED** by the Board of Directors of CSRS, Inc., a corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of Baton Rouge, Louisiana, that Michael B. Songy, Principal and Chief Executive Officer of CSRS, Inc., be, and is hereby authorized and empowered to execute any and all proposals, contracts, documents and agreements of whatever kind on behalf of the Corporation for professional services with the Parish of St. John the Baptist in the State of Louisiana.

**CERTIFICATE**

I, Domoine D. Rutledge, Secretary of CSRS, Inc. do hereby certify that I am authorized to execute the foregoing resolution as authorized by the Board of Directors and I further certify that same is a true and exact copy. Moreover, said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand this 22<sup>nd</sup> day of July 2019.

  
Domoine D. Rutledge

**SEAL**