



# ST. JOHN

## THE BAPTIST PARISH

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
CDM SMITH, INC.  
LIONS/LAPLACE REVERSE OSMOSIS (RO) PILOTING PROJECT**

This Agreement is made and entered into on this 14<sup>th</sup> day of December, 2016 St. John the Baptist Parish Council, (hereinafter referred to as "PARISH", represented by Natalie Robottom, Parish President, and CDM Smith, Inc., 1515 Poydras Street, Suite 1000, New Orleans, LA 70112 (hereinafter referred to as "ENGINEER") do hereby enter into this "Agreement" under the following terms and conditions.

#### **SCOPE OF SERVICES**

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

#### **PAYMENT TERMS**

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

All payments must be approved by the **Director of Utilities**, hereinafter called the DIRECTOR, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

#### **INSURANCE**

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

#### **MONITORING PLAN**

This Agreement shall be administered and monitored by the **Director of Utilities** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The Engineer shall submit a monthly summary of activities in accordance with the attached statement of work.

**TAXES**

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

**TERMINATION OF CAUSE**

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.

**TERMINATION FOR CONVENIENCE**

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

**OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to Engineer by Parish shall remain the property of Parish, and shall be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement. Copies of 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 in which contract fees have been paid for herein shall become the property of Parish, and shall, upon request, be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement.

**NON-ASSIGNABILITY**

Engineer shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of 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 Parish.

**AUDITORS**

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

**TERM OF CONTRACT**

The DIRECTOR shall notify the ENGINEER in writing to undertake the services stated in Exhibit A, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification.

The work required to complete all tasks shall be completed within twelve (12) months following the Notice to Proceed. The ENGINEER will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

**NOTICE TO PROCEED**

The DIRECTOR shall notify the ENGINEER in writing to undertake the services stated in Exhibit A: Statement of Work, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification.

**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.

**GENERAL CONDITIONS**

The ENGINEER shall, at all times during the term of this contract, 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 OWNER 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 OWNER with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by the provisions of SECTION 2 hereof.

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 contract, 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 contract. For breach or violation of this warranty, the OWNER 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 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 OWNER.

This agreement represents the entire Agreement between OWNER and ENGINEER. This Agreement may be amended only by authority of St. John the Baptist Parish and in writing, signed by both OWNER and ENGINEER.

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. The ENGINEER hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

**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.

**NOTICES**

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

<b>If to Parish:</b>	<b>If to Engineer:</b>
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	CDM Smith, Inc. 1515 Poydras Street, Suite 1000 New Orleans, LA 70112

**EXCLUSIONS**

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

**NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Contractor must certify that neither he, nor anyone acting on behalf of Contractor, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Contractor. Contractor further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person regularly employed by Contractor in the regular course of their employment duties for Contractor. Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

**E-VERIFY PROGRAM**

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

**DISCRIMINATION CLAUSE**

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

This agreement is executed in four (4) originals.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14<sup>th</sup> day of December 2016.

WITNESS:

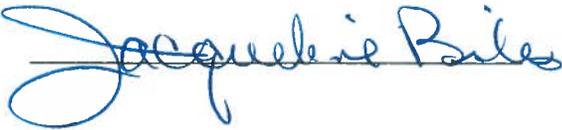
  
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PARISH:

ST. JOHN THE BAPTIST PARISH

By:   
Natalie Robottom  
Parish President

WITNESS:

  
\_\_\_\_\_

ENGINEER

CDM SMITH, INC.

By:   
Renee Lapeyrolerie

**Exhibit A**  
**Statement of Work**

**SERVICES**

The ENGINEER shall provide all basic 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.

**PROJECT DESCRIPTION**

LIONS/LAPLACE REVERSE OSMOSIS (RO) PILOTING PROJECT

The OWNER hereby contracts with the ENGINEER to perform the necessary professional services in connection with the Project defined as follows:

The ENGINEER shall provide all basic 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.

**GENERAL OVERVIEW**

This scope provides for source water characterization, design and procurement of a membrane pilot plant, pilot testing, and reporting that will serve to define the probable process components and conceptual design criteria for a membrane filtration treatment facility treating pre-treated Mississippi River raw water at the current Ruddock Water Treatment Plant (Membrane Plant) site. As described further, the existing Lions Water Treatment Plant (Lions WTP), a conventional treatment facility, would provide coagulated, flocculated, and settled (clarified) water as a source water for the membrane pilot plant.

Please note that this scope of work is based upon the following assumptions that appear reasonable given local conditions:

1. The raw water source quality for the Membrane WTP will be similar to the raw water source quality found for the Lions WTP. This assumption is deemed reasonable due to the relative close proximities of the raw water takeoff points. Hence, testing can occur at the more convenient Lions WTP site as further described.
2. The current coagulation and flocculation process step as performed at the Lions WTP is a logical and industry-standard pretreatment step for surface waters treated by membrane filtration.
3. The Lions WTP provides sedimentation (clarification) and dual media filtration. The use of sedimentation prior to any filtration step (granular or membrane) is usually site-dependent. Given the ambient water quality of the Mississippi River, it can be expected that the clarification step will be required to reduce the relatively high turbidity resulting from coagulation of raw water turbidity and organic carbon. Hence, it will be assume that the clarification step used at

the full-scale Lions WTP is appropriate for the pilot testing.

4. In recent years a form of membrane filtration such as ultrafiltration (UF) or microfiltration (MF) has the prevalent method of pre-filtration for surface waters to be treated by LPRO. This filtration technology consistently provides a higher quality LPRO feed water usually resulting in longer operational periods for RO operation prior to cleaning. However, there is a tradeoff in terms of capital and operational costs. For this study, it will be assumed that the current Lions WTP provides industry-standard filtration for coagulated surface water that has been clarified. Up-front water quality characterization, as further described in this scope, of the clarified water and the clarified/filtered water will be used to determine if the current treatment scheme at the Lions WTP provides a LPRO feed water suitable for LPRO treatment. If it is deemed acceptable, MF/UF filtration does not necessarily have to be pilot-tested. If the dual-media filtered water turbidity and organic content is deemed unacceptable for subsequent LPRO treatment, then the MF/UF process must be piloted. For this scope it has been assumed that MF/UF treatment will be necessary.
5. It is assumed that the State's regulatory agency will allow a single 2,000 hour membrane pilot test in lieu of a "four-season" study. It has been found that most states that utilize or consider 10 States Standards will make this exemption.

**TASK 1 – RESEARCH, REVIEW AND RECOMMEND MEMBRANE FILTRATION TECHNOLOGY FOR PILOTING PHASE:**

1. Research and review up to five membrane filtration vendor technologies.
2. Prepare a technical memorandum with recommendations on which technology should be piloted that will most benefit St. John Parish.

**TASK 2 – PILOTING PHASE:**

**Water Quality Characterization and Water Quality Testing Program**

**EXISTING WATER QUALITY EVALUATION**

This task will provide a characterization of the water quality for the existing Lions WTP raw water, clarified water, and filtered water. ENGINEER will compile and evaluate available raw and treated water quality data for the past three years for the Lions WTP. The data to be provided by the DIRECTOR will include the past 36 months of monthly operating reports (MORs), annual finished water quality reports for Primary and Secondary Drinking Water Standards, and other available composite and/or individual water quality data. ENGINEER will compile any available data and augment said data from other facilities that utilize relatively close surface water intakes, if readily available. These data will be used for process-decision-making and determining the extent of additional water quality testing.

## **WATER QUALITY TESTING EVALUATION**

ENGINEER, with the assistance of DIRECTOR and staff, will visit the Lions WTP to perform unit process water quality sampling at the following locations:

1. Raw water
2. Clarified water effluent
3. Filtered water effluent

Samples will be taken in duplicate and the associated Engineering fee includes a 20 percent (%) re-sample contingency for samples showing obvious and significant analytical result differences.

The water quality testing and analyses to be conducted includes:

1. Biological Activity/Reactivity Tests (BART™ - a standard Hach Company kit). These samples will be analyzed by ENGINEER. This test provides a quick and inexpensive indication of bacterial types present in the water samples that can impact membrane performance.
2. Water quality sampling for heterotrophic plate count (HPC) with analysis by an outside analytical laboratory contracted by the DIRECTOR or performed in-house. Again, these data are good indicators of potential microbial fouling of the membranes.
3. Field testing for Silt Density Index
4. Sample and analyses for the parameters listed in Table 1. ENGINEER, with the assistance of DIRECTOR and staff, will collect water samples from the described test locations. The DIRECTOR will ship the samples to an outside analytical laboratory contracted by the DIRECTOR, receive analytical results, and provide to ENGINEER for review. Samples will be obtained twice during the study- prior to pilot testing and at the conclusion of the pilot testing.

## **PROCESS DECISION-MAIKING**

ENGINEER will analyze the historical water quality data, as well as data obtained from Task 2.1.2 to determine the conceptual design criteria for a membrane pilot plant. Using these water quality analyses ENGINEER will produce a concise letter report summarizing these data and providing a recommendation on whether MF/UF treatment is required to be performed during pilot testing. ENGINEER will meet with DIRECTOR and others by teleconference to discuss the data, discuss the recommendations, and receive direction from the DIRECTOR.

## **MEMBRANE TESTING PROTOCOL AND PILOT PLANT PROCUREMENT**

This task provides for protocol development, specification, and procurement of the membrane pilot plant.

### **CONCEPTUAL DESIGN CRITERIA AND PROCESS FLOW DIAGRAM**

Based on water quality and DIRECTOR direction as well as desired pilot plant production needs, ENGINEER will perform membrane performance simulations using appropriate computer software programs from various membrane manufacturers to evaluate the two proposed membrane processes. These projections will be used by ENGINEER to set required pilot plant equipment capabilities and configuration of the membrane pilot plant as to membrane element/module and pressure vessel array. These data along with input from MF/UF and LPRO pilot plant system suppliers will be used to develop a process flow diagram and testing protocol.

### **MEMBRANE TESTING PROTOCOL**

ENGINEER will prepare and submit ten (10) copies of a draft membrane testing protocol. Protocol will include the following components:

1. Process Flow Diagram;
2. Specific objectives of membrane pilot plant test program including specific performance and operations criteria to be evaluated;
3. Design criteria for individual pilot plant components including necessary pretreatment processes; break tanks/repumping, and test water sources;
4. Membrane pilot plant equipment procurement method;
5. Operational parameters to be monitored including type, location and frequency;
6. Water quality parameters to be monitored including type, location, and frequency;
7. Any required on-site analytical instruments including pH meter, ORP meter, conductivity meter, etc.;
8. Required services from DIRECTOR and staff; and
9. Schedule for membrane pilot plant operation.

ENGINEER will prepare for and conduct a review meeting with the DIRECTOR to review the draft protocol and address specific operations issues. ENGINEER will edit the draft protocol as necessary and submit 10 copies of the final protocol.

### **IDENTIFICATION OF ANCILLARY SERVICES**

ENGINEER will provide services relating to identification of ancillary services required for membrane pilot plant setup, operation, maintenance, and demobilization including identification of necessary source water supplies; concentrate and permeate disposal points; necessary flow, pipe diameter, piping type,

and piping termination details (fitting type, size and location); and necessary electrical requirements. ENGINEER will coordinate with DIRECTOR and staff for timely installation of required ancillary features.

### **PILOT PLAN PROCUREMENT**

ENGINEER will provide services related to the preparation of appropriate rental documents, contact and negotiation with equipment suppliers, and execution of necessary contracts for services for the membrane pilot plant and associated equipment. The membrane pilot plant will be a generally self-contained, trailer- or skid-mounted, multi-stage units capable of producing a minimum permeate flow of 15 gpm. The membrane pilot plant will be equipped with suitable clean-in-place equipment including a cleaning pump and a permeate water storage tank for chemical cleaning solution makeup. Certain equipment such as a break tank and repumping equipment can be supplied by the DIRECTOR or purchased locally. ENGINEER will advise DIRECTOR of necessary treatment chemicals, dosage rates, and volumes required for the pilot study. The DIRECTOR shall provide the necessary chemicals while ENGINEER will provide an allowance in the engineering fee for expendable items such as cartridge filters for the pilot study.

ENGINEER will provide services related to the contact and negotiation with membrane element/module manufacturers for the purposes of securing membrane elements. These services will be provided for the membranes identified from the desktop analysis. In the event of a necessary membrane element purchase, the DIRECTOR will be responsible for purchasing the membrane elements. ENGINEER will endeavor to procure the necessary membrane elements (LPRO and MF/UF) at a reduced price or as being included in the pilot plant rental price from the mutually agreed membrane manufacturer(s).

### **PILOT PLANT SETUP**

ENGINEER will provide services related to the delivery, inspection, and initial setup of the membrane pilot plant. ENGINEER will coordinate the delivery of the membrane pilot plant to the WTP site, and provide the following services:

- Inspect the delivered membrane pilot plant for damage and completeness of shipment. ENGINEER will coordinate any necessary repairs with the system supplier.
- Perform initial setup of membrane pilot plant with DIRECTOR and staff including connection to water, waste and electrical lines as well as loading membrane elements and cartridge filters.
- Perform, with DIRECTOR and staff assistance, initial checkout of unit to determine proper performance of all specified components. Perform bucket and stop watch calibration of all rotameters, calibrate all pressure gauges with a test gauge apparatus, and calibrate conductivity probes with standard solutions. Adequately train DIRECTOR'S personnel in the operation, maintenance, routine troubleshooting, and emergency procedures for each of the pilot plants.

### **LONG-TERM OPERATIONS STUDY**

This task provides for the initial and long-term operation of the membrane pilot plant.

## **INITIAL OPERATION**

ENGINEER will operate the pretreatment systems and membrane pilot plants for five days at the initial design and operational criteria as indicated by desktop studies. Operational data (flow, pressure, conductivity, and calculated operational parameters) will be monitored on a daily basis by ENGINEER staff. At the end of five days of operation, ENGINEER will collect and have MF/UF feedwater, MF/UF product, LPRO permeate, and LPRO concentrate water samples analyzed for the parameters of interest (See Table 1 on page 6 of this agreement) to membrane operation by an outside laboratory contracted by the DIRECTOR. These data will be compared to the projected data and the project objectives with necessary changes being made to the operational criteria as necessary.

## **LONG-TERM OPERATION**

ENGINEER, in conjunction with the DIRECTOR, will establish the optimal operational conditions for the pretreatment and membrane systems. The membrane pilot plants will be operated in as continuous as possible fashion for a minimum period of 2,000 hours. The primary purpose of the testing will be to establish fouling rates of the MF/UF and LPRO membranes. The DIRECTOR'S staff will make periodic visits to the pilot plant to collect operational data, observe operations of the equipment, troubleshoot minor operational problems, and perform minor repair as necessary. ENGINEER will make periodic visits, troubleshoot major problems, arrange for major repairs, review data, recommend operational changes, and perform membrane cleaning as necessary during the long-term testing.

## **DATA MONITORING AND REPORTING**

Performance data from the pilot plant systems will be entered by the DIRECTOR and staff into an electronic EXCEL™ spreadsheet provided by ENGINEER. This spreadsheet will incorporate or be augmented by data normalization programs supplied by the membrane manufacturer(s). On a monthly basis, ENGINEER will provide the DIRECTOR a letter report that contains normalized graphs for each pilot plant of:

- Transmembrane pressures (MF/UF and LPRO)
- Specific membrane flux (MF/UF)
- Salt passage based on conductivity for the total system and each stage (LPRO)
- Water mass transfer coefficient of membranes for the total system and each stage (LPRO)
- Delta pressure for each stage (LPRO)

The letter report will also contain a summary of any operational changes.

## **PERIODIC WATER QUALITY SAMPLING**

ENGINEER, with the assistance of DIRECTOR and staff, will obtain and have MF/UF feed water, LPRO permeate, and LPRO concentrate water samples analyzed, for parameters outlined in Table 1, by an outside laboratory contracted by the DIRECTOR at three different times during the long term testing; (1) 10 days after initiation of operation as described in Task 2.3.2, (2) 45 days after initiation of operation, and (3) either at the end of the long-term test period or immediately before a LPRO membrane cleaning is required. In addition a THMFP and HAA5FP test will be performed on the LPRO permeate water.

**PILOT PLAN STUDY REPORT**

ENGINEER will prepare and submit 10 copies of a draft report to the DIRECTOR that will present testing procedures, tabulated data, test results, conclusions and recommendations for the membrane treatment facility. ENGINEER will prepare for, attend, and moderate a workshop to discuss the findings and recommendations. ENGINEER will receive comments on the draft report, make appropriate changes, and prepare and submit 10 copies of the final report.

Specific Task Deliverables

1. Water Quality Characterization Study Letter Report
- 2, Draft and Final Membrane Testing Protocols
3. Monthly Membrane Pilot Testing Summary Letter Report
4. Draft and Final Pilot Plant Study Reports

Table 1 List of Required Analyses for Water Source Characterization

Field Temperature	Calcium
Field conductivity	Magnesium
Field pH	Strontium
Field ORP	Ammonium Ion
Field Turbidity	Iron
Field DO	Sodium
Total Organic Carbon	Potassium
Dissolved Organic Carbon	Manganese
UV-254	Barium
Color (True and Apparent)	Chloride
Total Suspended Solids	Sulfate
Total Dissolved Solids	Fluoride
Silica (as SiO <sub>2</sub> )	Nitrate/Nitrite
Total Hardness	Total Alkalinity

**DOCUMENTS**

The ENGINEER shall furnish to the DIRECTOR ten (ten) hard copies and one (1) electronic submittal for review at the completion of each task for review and comment by St. John Parish Utilities.

All Data collected by the ENGINEER and all documents, notes, drawings, tracings, and files shall remain the property of the ENGINEER except as otherwise provided in SECTION 10 of this Agreement. The ENGINEER shall furnish to the DIRECTOR copies of any project documents requested by the DIRECTOR. The OWNER shall furnish without charge all information which the OWNER now has in its files which may be of use to the ENGINEER.

## **SUPPLEMENTARY SERVICES**

The ENGINEER shall provide, when requested in writing by the DIRECTOR, supplementary services not included in the basic services.

Such supplementary services shall include the following:

- A. Laboratory inspection of materials and equipment.
- B. Right-of-way, easement and property acquisition surveys, plats, maps and documents.
- C. Any major revisions, for which the ENGINEER is not responsible, that are authorized by ST. JOHN PARISH after the completion and approval of either the preliminary or final plans and specifications.
- D. Serving as an expert witness in connection with court proceedings.
- E. Preparation of Environmental Assessment documents.

The compensation to the ENGINEER for the above supplemental services, when performed by the ENGINEER's forces, shall be in the form of a lump sum which is mutually agreeable to the OWNER and to the ENGINEER.

If the parties hereto are unable to agree on the basis of such additional work the ENGINEER shall be paid in accordance with the rate schedule established in Attachment A to this contract. In each case, the work is to be initiated only upon receipt of a written work order from the DIRECTOR, which must include the scope of work and a maximum fee that can be charged.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the ENGINEER for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

**Exhibit B**  
**PRICE SCHEUDLE**

**PAYMENTS:**

For all services outlined in Exhibit A: Statement of Work , except those in Supplementary Services, the OWNER shall pay the ENGINEER a fixed engineering fee of \$225,000.00 as negotiated and agreed upon by both parties.

For each task in Exhibit A: Statement of Work and any other services required for this project, the work is to be initiated only upon receipt of a written Notice to Proceed from the DIRECTOR which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under Supplementary Services, shall not exceed \$235,000.00, unless increased by contract amendment.

Payment to the ENGINEER shall be made upon completion of each task or as a percentage complete for each task prorated as follows:

**SERVICES**

Compensation for Basic Services – for work associated with the basic services of this project which includes all tasks, the fee is based on a level of effort provided by the ENGINEER and the attached as Attachment A. The total lump sum fee is as follows.

Fixed Engineering Fee (lump sum):	\$225,000.00
Fixed Engineering Fee Breakdown:	
Task 1 – Research, Review and Recommend Membrane Filtration	\$15,000.00
Task 2 – Water Quality Characterization	\$20,000.00
Membrane Testing Protocol and Pilot Plant Procurement	\$150,000.00
Long Term Operations Study	<u>\$40,000.00</u>
	\$225,000.00
 Expendable Items (Allowance Not-to-exceed)	 \$10,000.00

**FUNDS**

Payment to the ENGINEER under this contract shall be contingent upon the availability of funds as identified in the Council approval authorizing the contract terms. This agreement is funded through St. John Parish Bond Funds.

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

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

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

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

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

B) Commercial General Liability, including:

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

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

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

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

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

- 1) \$1,000,000 CSL
- 2) St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.

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

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

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

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

#### CERTIFICATES

Prior to starting the work, the CONSULTANT shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

#### LICENSE REQUIREMENTS

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

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.

**ATTACHMENT A**  
**STANDARD HOURLY RATES SCHEDULE**

**A. STANDARD HOURLY RATES**

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Supplementary Services of the Agreement.

**B. SCHEDULE**

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$200
Project Manager-----	\$175
Lead Engineer -----	\$175
Associate Engineer-----	\$150
Admin/Clerical -----	\$75
CAD Technician -----	\$100
Resident Project Representative -----	\$100

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.