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
SIZELER THOMPSON BROWN ARCHITECTS REGIONAL DESIGN GROUP, LLC

This Agreement is made and entered into on this 10th day of October, 2017 **St. John the Baptist Parish Council,** (hereinafter referred to as "**PARISH**"), represented by Natalie Robottom, Parish President, and **Sizeler Thompson Brown Architects Regional Design Group, L.L.C., 300 Lafayette Street, Suite 200, New Orleans, LA 70130 (504) 523-6472** (hereinafter referred to as ("**ARCHITECT**") do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES
The "Services" to be performed by the Architect for the PARISH under this Agreement are set out in **Exhibit A: Statement of Work**, incorporated herein by reference.

PAYMENT TERMS
In consideration of the services described in **Exhibit A: Statement of Work**, the PARISH hereby agrees to provide compensation to the Architect in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule.**

All payments must be approved by the Chief of Operations, Cain Dufrene, hereinafter called the CHIEF, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

SUPPLEMENTARY SERVICES
The ARCHITECT shall provide, when requested in writing by the CHIEF, 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 ARCHITECT is not responsible, that are authorized the 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.

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

If the parties hereto are unable to agree on the basis of such additional work the ARCHITECT shall be paid in accordance with the rate schedule established in **Exhibit C: Standard Hourly Rates Schedule** to this Agreement. In each case, the work is to be initiated only upon receipt of a written work order from the CHIEF, 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 ARCHITECT for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

MONITORING PLAN

This Agreement shall be administered and monitored by the CHIEF 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 Architect shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

ARCHITECT hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Architect's obligation. Architect 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 ARCHITECT to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the ARCHITECT written notice specifying the ARCHITECT'S failure.

TERMINATION FOR CONVENIENCE

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

INSURANCE

Architect shall meet or exceed the PARISH's Insurance Requirements as listed in **Exhibit D: Insurance Requirements.**

OWNERSHIP

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

NON-ASSIGNABILITY

Architect 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 Architect from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the PARISH.

TERM OF AGREEMENT

The Contract shall begin on the date referenced herein and terminate upon final completion of the project. The work required to complete all tasks shall automatically terminate upon satisfactory completions of all services and obligations described herein.

INDEMNITY

To the fullest extent permitted by law, Architect 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 Architect.

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 Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by St. John the Baptist Parish Council ("Council") or any other state or federal funding source. If the Council fails to appropriate sufficient monies to provide for the continuation of this Contract, 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 Contract, this Contract 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 given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	**If to Architect:**
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	Sizeler Thompson Brown Architects, Regional Design Group, LLC Attn: Thomas Brown 300 Lafayette Street, Suite 200 New Orleans, LA 70130

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Architect 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. Architect 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, Architects' 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),
Architect must certify that neither he, nor anyone acting on behalf of the Architect, 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 Architect. Architect 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 Architect in the regular course of their employment duties for Architect. Architect 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, Architect 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 an Agreement 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. Architect 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 Architect 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 Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10th day of October 2017.

WITNESS:

LaVerne Toombs

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

SIZELER THOMPSON BROWN ARCHITECTS
REGIONAL DESIGN GROUP, LLC

By: Thomas M. Brown
Thomas M. Brown

Exhibit A
Statement of Work

SERVICES

The ARCHITECT 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 ARCHITECT at project meetings.

PROJECT DESCRIPTION

The ARCHITECT shall prepare the design plans and specifications, including architectural, civil, structural and MEP for the Westbank Public Safety Complex.

Task 1 – Permitting Phase

1. Prepare and submit permit applications during construction
2. Prepare and submit permit application for Louisiana Department of Health.
3. Prepare and submit any other required permits to complete the project.
4. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
5. Any required permit extension will also be included in this phase.

Task 2 – Preliminary Design Phase

1. Prepare preliminary design plans which demonstrate the concept and layout of the Complex.
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 the PARISH.
5. Comments from the technical review meeting will be incorporated into the final design phase.

Task 3 – Final Design Phase

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all 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 the 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 Architect along with a final opinion of probable construction cost.

Task 4 – Bidding Phase

1. Assist the PARISH in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process Contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by the PARISH in the course of any negotiations with prospective Contractors.
4. Consult with the PARISH as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. The Architect shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist the PARISH in evaluating Bids or proposals and in assembling and awarding Agreements for the Work.

Task 5 – Construction Phase

1. Prepare formal Agreement documents for execution of the construction Agreement.
2. Provide a competent Project Architect and such assistants as may be required to administer the construction Agreement and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The ARCHITECT is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ARCHITECT.
4. Coordinate with the CHIEF for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine Agreement pay quantities, including necessary materials checking.
7. Verify and approve Contractor's pay estimates and submit same to the CHIEF.
8. Prepare progress reports for the CHIEF.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the Agreement documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to the CHIEF.
13. Prepare all necessary documentation required for construction change orders.

14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

Task 6 – Record Drawings

1. The ARCHITECT shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the Contractor, on CD in both ACAD and PDF formats. The ARCHITECT shall also furnish 3 full size bond copies of "RECORD" drawings.

Exhibit B
PRICING SCHEUDLE

Project Elements

Estimate Construction Cost:		$1,800,000.00
Architecting Fee (per SJBP Standard Curve)	7.552%	$135,936.00
Total Basic Service Fee		$135,936.00

Supplemental Services:
Permitting (Paid by Parish)

Project Breakdown

For all services outlined in **Exhibit A**, the PARISH shall pay the Architect a fixed Architecting fee of $135,936.00 as negotiated and agreed upon by both parties.

For each task in **Exhibit A** and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Chief 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 Agreement shall not exceed $135,936.00, unless increased by Agreement amendment.

Compensation for services provided shall be a Lump Sum fee per Task. Fees are to complete the following phases:

Task 2 – Preliminary Design Phase	25%	$ 33,984.00
Task 3 – Final Design Phase	45%	$ 61,171.00
Task 4 – Bidding Phase	5%	$ 6,797.00
Task 5 – Construction Phase	20%	$ 27,187.00
Task 6 – Record Drawings Phase	5%	$ 6,797.00
Subtotal Basic Services		$135,936.00
Total Architecting Services		$ 135,936.00

Schedule

Compensation for Basic Services – for work associated with the basic services of this project which includes all lump sum tasks, the estimated fee is based on the cost estimate of the project in accordance with ordinance 05-16, Chapter 14, Section 14-2 of the Parish Code of Ordinances. Actual fees to be based on said fee curve and actual bid price received for the project. Timesheets shall be provided with work associated with all not-to-exceed tasks.

(1) Architect and resident inspection fees.

(2) *Basic Architecturing Services Fee Curve*	
Awarded Construction Cost	*Basic Engineering Services Fee (percentage)*
$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
Resident Project Representative Services	
Estimated Construction Cost	*Service Fee (percentage)*
$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
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 Architect.

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	$225.00
Project Manager	$165.00
Lead Architect	$125.00
Associate Architect	$110.00
Admin/Clerical	$ 60.00
CAD Technician	$110.00

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

Exhibit D

INSURANCE REQUIREMENTS

St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

ARCHITECT shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Architect 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 Architect 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 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) PARISH's and Architect's Protective Liability (if Architect is a General Architect)
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 Agreements 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 ARCHITECT.

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 Architects, Architects, Land Surveyors, Attorneys, and IT ARCHITECTs.

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 ARCHITECT 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 PARISH 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 by Architect during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Chief of Purchasing.

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

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

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

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

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

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

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

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

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

District VII
Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282

October 11th, 2017

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

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, October 10th, 2017.

> ***"Councilman Sorapuru moved and Councilman Perrilloux seconded the motion to grant administration authorization to execute an agreement with Sizeler Thompson Brown Architects Regional Design Group, LLC for the Westbank Public Safety Complex. The motion passed unanimously."***

CERTIFICATION

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 10th day of October, 2017.

October 11th, 2017,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council