



ST. JOHN

THE BAPTIST PARISH

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

CONTRACT FOR SERVICES

BE IT KNOWN, that on this 9th day of April, 2013, Saint John the Baptist Parish, State of Louisiana, 1801 West Airline Highway, LaPlace, Louisiana 70068 (hereinafter sometimes referred to as "Parish") and Shread-Kuyrkendall & Associates, Inc., 13000 Justice Avenue, Suite 16, Baton Rouge, Louisiana 70816 (hereinafter referred to as "Contractor"), do hereby enter into this "Contract" under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to provide the services as stated in **Exhibit A: Statement of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Budget. (See attached Exhibit B for detailed budget information.)

All payments must be approved by the **Chief Administrative Officer**.

This Contract is subject to and conditioned upon the availability and appropriation of funds.

CONTRACT PARTS

This Contract includes the attached Terms and Conditions, if any, and other documents mentioned in this Contract. The Terms and Conditions shall control when there is a discrepancy.

MONITORING PLAN

This Contract shall be monitored by the **Chief Administrative Officer** 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 Contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

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

TERMINATION FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Parish may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Parish to comply with the terms and conditions of this Contract, provided that the Contractor shall give Parish written notice specifying the Parish's failure and a reasonable opportunity for Parish to cure the defect.

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

TERMINATION FOR CONVENIENCE

Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor 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 Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Contractor 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 Contractor which relate to this Contract.

TERM OF CONTRACT

This Contract shall begin on the date first written above and shall terminate upon final completion of the project, unless otherwise terminated per the termination clause.

INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or 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 Contractor.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract 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 Contract, and in such an event, this Contract 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 the St. John the Baptist 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 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.

If to Parish:	If to Contractor:
ATTN: Theresa H. Rodgers Chief Administrative Officer Saint John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Richard Shread Shread-Kuyrkendall & Associates, Inc. 13000 Justice Avenue, Suite 16 Baton Rouge, Louisiana 70816

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.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, contractor 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 and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal 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 Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

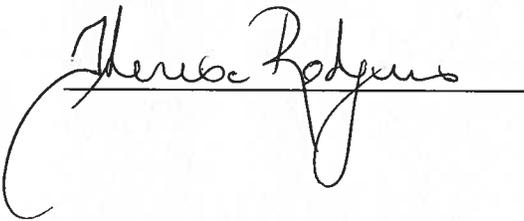
Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

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 9th day of

April 2013.

WITNESS:



ST. JOHN THE BAPTIST PARISH


By: Natalie Robottom
Title: Parish President

WITNESS:



Shread-Kuyrkendall & Associates, Inc.:

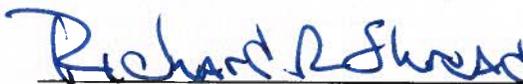

By: Richard R. Shread
Title: President

Exhibit A

Statement of Work

The Contractor design will require sizing of improvements, cost estimating and completion of Plans, Specifications and Contract Documents as required for the installation of all the necessary drainage improvements for the proposed following streets and included lengths in the Reserve area: Terrance Avenue (800 LF), West 8th Street (1,000 LF), Marmillian Loop (350 LF), Toni Drive (900 LF), West 2nd Street (1,100 LF), West 4th Street (800 LF), Cornland Drive (500 LF) and Hart Drive (500 LF).

Design criteria will include flow computations necessary for sizing of drainage improvements. Final drawings, specifications and bid documents shall all be included in the design package. The Project Engineer shall supervise the bid process and all included pre-bid and pre-construction conferences as required. In addition, the selected firm shall provide the required personnel to inspect and supervise the construction of the proposed improvements in accordance with the plan documents design. The Parish shall be notified of all individuals and sub-consultants who propose to work on any portion of the Project.

Exhibit B
Budget

The total project cost including permitting, surveying, resident inspection, engineering and construction is estimated at \$3,046,450.00.

Contractor will be paid as per the fee schedule below:

Engineering Design (estimate) \$ 218,735.11

The actual engineering design fee will be calculated using the awarded construction cost.

NOT TO EXCEED FEES:

Permitting	\$ 15,000.00
Topographic Survey	\$ 45,000.00
Resident Inspection	\$ 97,181.76
(Not to exceed subtotal)	\$ 375,916.87

Services beyond the scope presented herein can be provided as Additional Services provided that they are authorized in writing in advance by the Parish.

All invoices will be processed and payment submitted within 30 (thirty) days after submission of the invoice.

Pricing Schedule:

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

(1) Engineer and resident inspection fees.

Basic Engineering 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
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

Contractor 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 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) 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 should be indicated on 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 Contractor.

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.**

CERTIFICATES

Prior to starting the work, the Contractor 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.

TERMS AND CONDITIONS

1. Funding Source

The PARISH has received funding under the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).

2. Lump Sum

The total amount of lump sum price to be paid CONTRACTOR under this Contract, if any, shall not exceed the amount stated. The CONTRACTOR may not incur any costs in excess of this amount (except at its own risk) without the approval of the PARISH.

3. Administrative Remedy

In the event of non-compliance with this Contract the PARISH may withhold payment to CONTRACTOR until the PARISH deems the CONTRACTOR has returned to compliance. This non-compliance includes, but is not limited to, failure to comply with applicable laws, acting in a manner that may disgrace the PARISH, failing to meet deadlines, failing to file appropriate documentation, and administering the program in a non-compliant manner.

4. Dispute Resolution

Parish and CONSULTANT agree to negotiate all disputes, including those for non-compliance, between them in good faith for a period of thirty (30) days from the date of notice and thereafter to submit such disputes to a formal non-binding arbitration using a mediator selected by PARISH and CONSULTANT, unless extended by agreement, prior to exercising their rights under any other provisions of this Contract, or under law, with such arbitration occurring in St. John the Baptist Parish at a place determined by PARISH.

5. Intellectual Property

No materials to include, but not limited to, reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to CONTRACTOR for intellectual rights protection purposes. Any such materials produced as a result of this Contract that might be subject to intellectual rights shall be the property of the PARISH and all such rights shall belong to the PARISH, and the PARISH shall be sole and exclusive entity who may exercise such rights.

6. Copeland "Anti-Kickback" Act

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

7. Davis-Bacon Act

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

8. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

9. Changes

The PARISH may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the PARISH and the CONTRACTOR, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by

all parties to the original and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

10. Reporting

Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

11. Compliance with Laws

The CONTRACTOR shall comply with all applicable laws, regulations, ordinances, codes, guidelines, policies, and requirements of the federal, state, and local government, and the CONTRACTOR shall hold the PARISH harmless with respect to any damages arising from any breach of law done in performing any of the work embraced by this Contract, all of which CONTRACTOR shall be responsible to be abreast of and understand.

12. Access to Records

Parish, the grantor agency, the grant funding provider (i.e. FEMA, HUD, etc.), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific Contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this Contract will be maintained in a central location by CONTRACTOR and will be maintained for a period of five years from final payment or the close of all other pending matters.

13. Clean Water Act Compliance

When this Contract amount is greater than \$100,000, CONTRACTOR shall comply with section 306 of the Clean Air Act (42 USC 1857H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

14. Energy Conservation Plan

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this Contract is performed.

15. Civil Rights Act of 1964/Equal Employment Opportunity

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONTRACTOR will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this non-discrimination clause.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor,

provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- d. The CONTRACTOR will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the PARISH and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONTRACTOR's non-compliance with the equal opportunity clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the PARISH may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the PARISH, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

16. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract may be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), all of which shall apply where applicable. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d. The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

17. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed inserted herein and applicable with this Contract being read, enforced, and interpreted as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party or upon the required interpretation of a competent court of law, this Contract shall be amended to make such insertion or correction.

19. Continuance of Affidavits

Each and every affidavit submitted or required to be submitted with CONTRACTOR's proposal shall be deemed attested to and continuing during the entire duration of this Contract. The Contractor hereby represents that it and all of its employees, subcontractors, and other professionals currently have and will maintain for the duration of this Contract all certification, licenses, and other required authorities or authorizations required to complete the Statement of Work for this Contract and that all final reports, plans and drawings shall be sealed by a professional licensed in Louisiana, where applicable.



ST. JOHN THE BAPTIST PARISH COUNCIL

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

April 15th, 2013

Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585

Division B
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-625-1702

District I
Art Smith
192 E. 12th Street
Edgard, LA 70049
Cell 985-379-6028

District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

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
16 Windsor Court
LaPlace, LA 70068
Cell 985-579-4377

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

District VII
Cheryl Miller
1925 Ridgefield Drive
LaPlace, LA 70068
Cell 985-296-6046

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, April 9th, 2013.

“Councilwoman Hotard moved and Councilman Gauff seconded the motion to grant administration authorization to execute a contract for engineering services for the Reserve Area Drainage Project to Shread-Kuyrkendall & Associates, Inc. The motion passed with Councilman Smith absent.”

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 9th day of April, 2013.

April 15th, 2013

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council