ST. JOHN
THE BAPTIST PARISH

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

ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the original filing that was recorded on:
05/07/2018 1129AM
358311 MO
Deputy Clerk #87070

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 26th day of March, 2018 **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,** represented by Thomas Brown (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 AND deliverables, invoices, etc. submitted to the **Chief of Operations**, hereinafter called the "**Chief".**

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.

TAXES

The **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 FOR CAUSE

The **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 to perform and provide thirty (30) days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

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TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Architect** of its intent to terminate this **Agreement**.

The **Architect** shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

INSURANCE

The **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,** subject to approval by 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 **Agreement**s without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

TERM OF AGREEMENT

The **Agreement** 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 completion of all services and obligations described herein, unless extended/amended by written agreement, agreed upon and executed by both parties subject to approval by the Parish.

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

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be 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 acknowledging receipt of an 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 as described by the manner stated above.

If to Parish:	**If to Architect:**
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Thomas Brown Sizeler Thompson Brown Architects, Regional Design Group, LLC 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 five (5) 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 St John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. 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.

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

SIGNATURES ON FOLLOWING PAGE

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 26th day of March 2018.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: _____
Natalie Robottom
Parish President

WITNESS:

ARCHITECT:
SIZELER THOMPSON BROWN ARCHITECTS
REGIONAL DESIGN GROUP, L.L.C.

By: _____
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 Safe Room Project. **Tasks 1 & 2 were completed by the Architect under separate contract as Phase I.**

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 **Agreement**s 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 **Architect'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 **Architect**, 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

Estimated Construction Cost:		$1,299,146.00
Architecting Fee (per SJBP Standard Curve)	8.04%	$104,451.36
Total Basic Service Fee		$104,451.36

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 $104,451.36 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 $104,451.36, unless increased by **Agreement** amendment, written, agreed upon and executed by both parties subject to approval by the St. John the Baptist Parish Council.

Compensation for services provided shall be a Lump Sum fee per Task that shall be paid by monthly invoices received from the Architect based on the work completed during that period. Fees are for complete the following phases:

Preliminary Design through 90% (Paid in Previous Agreement)	-$52,463.60
Task 3 – Final Design Phase	$ 20,890.27
Task 4 – Bidding Phase	$ 5,222.57
Task 5 – Construction Phase	$ 20,890.27
Task 6 – Record Drawings Phase	$ 4,984.65
Subtotal Basic Services	$ 51,987.76
Total Architecting Services	**$ 51,987.76**

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.

Basic Architecting Services Fee Curve	
Awarded Construction Cost	*Basic Architecting 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

Exhibit C
STANDARD HOURLY RATES SCHEDULE

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 by the **Parish** after completion and approval of either the preliminary or final plans or specifications.

D. Serving as an expert witness in connection with court proceedings.

The **Architect** shall be paid in accordance with the rates established in **Exhibit C: Standard Hourly Rates Schedule**. 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 for 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 the 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.

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** by written amendment agreed upon and executed by both parties subject to approval by the Parish.

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 **Agreement**s 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 **Agreement**s 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 Director of Purchasing & Procurement.

When applicable, a current Louisiana Board of Architects should be furnished by Architect. W-9 Form is to be furnished prior to work being issued.

EXHIBIT E
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 **Architect** under this **Agreement**, if any, shall not exceed the amount stated. The **Architect** may not incur any costs in excess of this amount (except at its own risk) without the prior written approval of the **PARISH**.

3. **Administrative Remedy**
   In the event of non-compliance with this **Agreement** the **Parish** may withhold payment to **Architect** until the **Parish** deems the **Architect** 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 performing scope of services in a non-compliant manner.

4. **Dispute Resolution**
   Parish and **Architect** 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 **Architect**, unless extended by **Agreement**, prior to exercising their rights under any other provisions of this **Agreement**, 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 **Agreement**, in whole or in part, shall be available to **Architect** for intellectual rights protection purposes. Any such materials produced as a result of this **Agreement** 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. **Davie-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 **Architect** to be performed hereunder. Such changes, including any increase or decrease in the amount of the **Architect's** compensation, which are mutually agreed upon by and between the **Parish** and the **Architect**, shall be incorporated in written amendments to this **Agreement**. No amendment or

variation of the terms of this **Agreement** 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 **Agreement** 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 **Architect** shall comply with all applicable laws, regulations, ordinances, codes. guidelines, policies, and requirements of the federal, state, and local government, and the **Architect** shall hold the **Parish** harmless with respect to any damages arising from anv breach of law done in performing any of the work embraced by this **Agreement**, all of which **Architect** 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 **Architect** which are directly pertinent to this specific **Agreement** for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this **Agreement** will be maintained in a central location by **Architect** 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 **Agreement** amount is greater than $100,000, **Architect** 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. **Energv Conservation Plan**
The **Architect** 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 **Agreement** 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 activitv receiving federal financial assistance. During the performance of this Agreement, the **Architect** agrees as follows:

a. The **Architect** will not discriminate against any employee or applicant for emplovment because of race, creed, sex, color, national origin, handicap or familial status. The **Architect** 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 **Architect** agrees to post in conspicuous places. available to employees and applicants for employment, notices to be provided by the **Architect** setting forth the provisions of this non-discrimination clause.

b. The **Architect** will, in all solicitations or advertisements for employees placed by or on behalf of the **Architect**, 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 **Architect** will cause the foregoing provisions to be inserted in all subcontracts for any work

covered by this Agreement 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 **Architect** 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 **Architect** 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 **Architect's** non-compliance with the equal opportunity clauses of this **Agreement** or with any such rules. regulations. or orders. this Agreement may be canceled. terminated. or suspended in whole or in part and the **Architect** 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 **Architect** 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 **Architect** 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 **Architect** becomes involved in, or is threatened with. litigation with a subcontractor or vendor as a result of such direction by the **Parish**, the **Architect** may request the United States to enter into such litigation to protect the interests of the United States.

16. <u>"Section 3" Compliance in the Provision of Training. Employment and Business Opportunities</u>

a. The work to be performed under this **Agreement** 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 **Agreement** agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this **Agreement**, the parties to this **Agreement** certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The **Architect** agrees to send to each labor organization or representative of workers with which the **Architect** has a collective bargaining agreement or other understanding. if any, a notice advising the labor organization or workers' representative of the **Architect'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 **Architect** 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 **Architect** will not subcontract with any subcontractor where the **Architect** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The **Architect** will certify that any vacant employment positions, including training positions, that are filled (1) after the **Architect** is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 1 **Architect**'s 35 require employment opportunities to be directed, were not filled to circumvent the **Architect**'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 **Agreement** 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 **Agreement**. 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 **Agreement** 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 bv Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted into this **Agreement** shall be deemed inserted herein and applicable with this **Agreement** 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 **Agreement** shall be amended to make such insertion or correction.

19. Continuance of Affidavits

Each and every affidavit submitted or required to be submitted with **Architect's** proposal shall be deemed attested to and continuing during the entire duration of this **Agreement**. The **Architect** hereby represents that it and all of its employees, subcontractors, and other professionals currently have and will maintain for the duration of this **Agreement** all certification, licenses, and other required authorities or authorizations required to complete the Statement of Work for this **Agreement** 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

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February 28th, 2018

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, February 27th, 2018.

> ***"Councilman Wright moved and Councilman Perrilloux seconded the motion to grant administration authorization to enter into a Professional Services Agreement with Sizeler Thompson Brown Architects for architectural services for Phase II of the Safe Room Project in accordance with HMGP guidelines pending Legal Review. The motion passed with 7 yeas, 1 absent (Hotard) and 1 abstaining (Madere)."***

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 27th day of February, 2018.

February 28th, 2018,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council