



# ST. JOHN

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## THE BAPTIST PARISH

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH COUNCIL  
AND  
C&S Consultants, Inc.  
WEST BANK WWTP TANK REHABILITATION PROJECT**

This Agreement is made and entered into on this 6th day of October, 2017 **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**" OR "**OWNER**"), represented by Natalie Robottom, Parish President, and **C&S Consultants, Inc., 821 St. Charles Ave., New Orleans, LA 70130, (504) 529-1500** (hereinafter referred to as "**ENGINEER**" OR "**CONTRACTOR**") do hereby enter into this "Agreement" under the following terms and conditions.

#### **SCOPE OF SERVICES**

The services to be performed by Engineer for the PARISH under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The parties further agree to be bound by the requirements of **Exhibit A: Statement of Work** attached hereto and made a part of this Agreement.

#### **PAYMENT TERMS**

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

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

#### **SUPPLEMENTARY SERVICES**

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

Such supplementary services shall include the following:

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

The compensation to the ENGINEER for the above supplemental services, when performed by the

ENGINEER's forces, shall be in the form of a lump sum which is mutually agreeable to the OWNER and to the ENGINEER.

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

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

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

**INSURANCE**

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

**MONITORING PLAN**

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

**TAXES**

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

**TERMINATION 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 Engineer by the PARISH shall remain the property of the PARISH, and shall be returned by Engineer to the PARISH, at Engineer's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Engineer in connection with the performance of the services in which contract fees have been paid for herein shall become the property of the PARISH, and shall, upon request, be returned by Engineer to the PARISH, at Engineer's expense, at termination or expiration of this Agreement.

**NON-ASSIGNABILITY**

Engineer shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the PARISH. This provision shall not be construed to prohibit the Engineer from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the PARISH.

**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**

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

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

**NOTICE TO PROCEED**

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

**INDEMNITY**

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the PARISH and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Engineer.

**GENERAL CONDITIONS**

The ENGINEER shall, at all times during the term of this contract, maintain a valid Louisiana Engineering License.

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

It is understood and agreed by the parties hereto that the ENGINEER is entering into this agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The PARISH shall not be obliged to any person, firm or corporation for any obligations of the ENGINEER arising from the performance of their services under this agreement. The ENGINEER shall be authorized to represent the PARISH with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the ENGINEER, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the PARISH shall have the right to annul this contract without liability.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the ENGINEER, shall not be assigned or subcontracted in whole or in part by the ENGINEER as to the services to be performed hereunder without the written consent of the PARISH.

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

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ENGINEER hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

**SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**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.

<b>If to Parish:</b>	<b>If to Engineer:</b>
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	C&S Consultants, Inc. Attn: Kevin J. Derbigny, P.E. 821 St. Charles Ave. New Orleans, LA 70130

**EXCLUSIONS**

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

**NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

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

**E-VERIFY PROGRAM**

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

**DISCRIMINATION CLAUSE**

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

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 6th day of October 2017.

WITNESS:

LaVerne Joorns

PARISH:

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom  
Natalie Robottom  
Parish President

WITNESS:

Nicole C. Colbert

Ernest Colbert, Jr.  
C&S Consultants, Inc.

By: Ernest Colbert, Jr.  
Title: President

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

**SERVICES**

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

**PROJECT DESCRIPTION**

The ENGINEER shall prepare the engineering plans and specifications to rehabilitate Wastewater Tanks and other associated equipment as identified in the plans and specifications at the Tigerville, Central and Wallace Wastewater Treatment Plants on the West Bank of St. John the Baptist Parish.

**Task 1 – Permitting Phase**

1. Prepare and submit permit application for a temporary wastewater discharge permit during construction from the Louisiana Department of Environmental Quality.
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 engineering plans which demonstrate the concept and layout of the Tank and other equipment rehabilitation at the Tigerville, Central and Wallace WWTPs.
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 engineer 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 Engineer 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 contracts for the Work.

#### Task 5 – Construction Phase

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract 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 ENGINEER 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 ENGINEER.
4. Coordinate with the DIRECTOR for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to the DIRECTOR.
8. Prepare progress reports for the DIRECTOR.
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 contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to the DIRECTOR.
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 ENGINEER shall furnish reproducible tracings of “RECORD” drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The ENGINEER shall also furnish 3 full size bond copies of “RECORD” drawings.

#### Task 7 – Resident Project Representative

1. Assign personnel acceptable to the DIRECTOR.
2. Assist Engineer in observing progress and quality of the work.
3. RPR is Engineer’s representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Conduct on site observations of Contractor’s work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.
7. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Prepare a daily report recording the contractor’s hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, and observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
10. Participate in visits to the project to determine substantial completion and final completion.

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

**Project Elements**

Estimate Construction Cost:		\$1,021,774
Engineering Fee (per SJBP Standard Curve)	8.03%	\$ 82,048
Resident Project Representative Fee (per SJBP Standard Curve)	3.40%	<u>\$ 34,638</u>
Total Basic Service Fee		\$ 116,686

**Supplemental Services:**

Permitting		<u>\$ 5,000</u>
Total Supplemental Service Fees		\$ 5,000

**Project Breakdown**

For all services outlined in Exhibit A, the PARISH shall pay the Engineer a fixed engineering fee of \$121,686.00 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 Director of Utilities which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract shall not exceed \$121,686.00, unless increased by contract 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%	\$ 20,512
Task 3 – Final Design Phase	45%	\$ 36,922
Task 4 – Bidding Phase	5%	\$ 4,102
Task 5 – Construction Phase	20%	\$ 16,410
Task 6 – Record Drawings Phase	5%	\$ 4,102
Task 7 – Resident Project Representative	(Hourly Not to Exceed)	<u>\$ 34,638</u>
Subtotal Basic Services		\$ 116,686

**Supplemental Services**

Task 1 – Permitting Phase	(Hourly Not to Exceed)	\$ 5,000
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Total Engineering Services \$ 121,686

**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) Engineer and resident inspection fees.

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

**Exhibit C**  
**STANDARD HOURLY RATES SCHEDULE**

**A. STANDARD HOURLY RATES**

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

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

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

**B. SCHEDULE**

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

Category	Billing Rate
Principal-----	\$208.85
Project Manager -----	\$173.30
Lead Engineer-----	\$149.36
Associate Engineer -----	\$112.21
Admin/Clerical-----	\$ 55.78
CAD Technician-----	\$ 79.78
Resident Project Representative-----	\$ 72.31

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

ENGINEER 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) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.
- 3) No excluded classes of personnel or employees shall be allowed on Council's premises.

B) Commercial General Liability, including:

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

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

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

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

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

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

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

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

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

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

#### **CERTIFICATES**

Prior to starting the work, the Engineer 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 Engineer 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 by Engineer. 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

*March 29<sup>th</sup>, 2017*

*Division A*

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

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

*Division B*

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

**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, March 28<sup>th</sup>, 2017.**

*District I*

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

**“Councilman Sorapuru moved and Councilman Becnel seconded the motion to grant administration authorization to execute an Engineering Agreement with C&S Consultants, Inc. for the West Bank WWTPs Tank Rehabilitation Project. The motion passed with 5 yeas and 4 abstaining (Hotard, Pannu, Remondet, Wright).”**

*District II*

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

## CERTIFICATION

*District III*

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

**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 28<sup>th</sup> day of March, 2017.**

*District IV*

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

*March 29<sup>th</sup>, 2017,*

*Jackie Landeche*  
**Jackie Landeche**  
**Council Secretary**

**St. John the Baptist Parish Council**

*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  
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