



ST. JOHN

THE BAPTIST PARISH

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
TETRA TECH, INC.**

This Agreement is made and entered into on this 26 day of June, 2018 **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by (Natalie Robottom), **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **TETRA TECH, INC., 2301 Lucien Way, Suite 120, Maitland, FL 32751**, represented by Jonathan Burgiel, **Business Unit President**, in accordance with the certificate of authority and/or corporate resolution attached hereto, hereinafter referred to as "**Contractor**" do hereby enter into this "**Agreement**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall be for a term of four (**4**) **years** unless otherwise terminated per the termination clause. The term of this agreement may be extended for a period of two (**2**) **years**, in one (**1**) **year** increments by mutual written concurrence of both parties subject to approval by St. John the Baptist Parish Council.

AMENDMENT

This agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "**Services**" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Work**, the **Parish** hereby agrees to provide compensation to the **Contractor** 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 **Director of Public Emergency Preparedness** hereinafter called the "**Director**". All payments are paid to the **Contractor** within 30 days of receipt.

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: Scope of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

TAXES

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** 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

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Contractor** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Contractor** written notice specifying the **Contractor's** failure to perform and provide thirty (30) calendar 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.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Contractor** of its intent to terminate this agreement. The **Contractor** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The work products furnished under this **Agreement** will be 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 **Contractor** 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 **Contractor** shall be acting in the capacity of independent contractors and not as employees of the **Parish**. The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Contractor** arising from the performance of their services under this **Agreement**.

The **Contractor** warrants that he has not employed or retained any Contractor or person, other than a bona-fide employee working solely for the **Contractor**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any Contractor or person, other than bona-fide employees working solely for the **Contractor**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** 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 **Contractor**, shall not be assigned or subcontracted in whole or in part by the **Contractor** as to the services to be performed hereunder without the written consent of the **Parish**.

This **Agreement** shall be deemed to be 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 **Contractor** hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

INSURANCE

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

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Contractor** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Contractor** to the **Parish**, at **Contractor'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 **Contractor** 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 **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish subject to approval by St John the Baptist Parish Council**. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust **Contractor**, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

INDEMNITY

To the fullest extent permitted by law, **Contractor** 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 **Contractor**.

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 in writing and sent to the other party via United States certified mail, postage prepaid and signature required.

Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Jonathan Burgiel Business Unit President Tetra Tech Inc 2301 Lucien Way, Suite 120 Maitland, Florida 32751

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, **Contractor** 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 the **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 **Agreement**, other than persons regularly employed by **Contractor**. **Contractor** 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 **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, **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 an **Agreement** with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **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 Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.


The **Contractor** 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.

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


WITNESS:

PARISH:

ST. JOHN THE BAPTIST PARISH


SIGNATURE

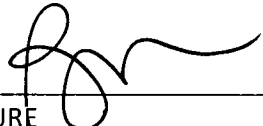
Laverne Toombs
PRINT NAME

By: 
Natalie Robottom
Parish President

WITNESS:

Contractor:

Tetra Tech, Inc.


SIGNATURE

Betty Kamara
PRINT NAME

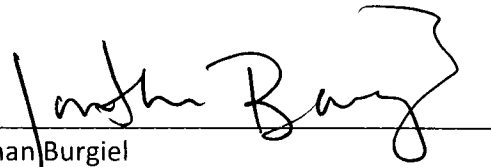
By: 
Jonathan Burgiel
Business Unit President

EXHIBIT A SCOPE OF WORK

In the event of a natural disaster, the **Contractor** shall provide disaster debris monitoring services to the Parish, to include debris generated from public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas in compliance with FEMA, FHWA and other applicable agencies as follows:

MONITORING SERVICES

1. Coordinating daily briefings, work progress, staffing, and other key items with the Parish using Geographic Information Services technology, digital technology, etc.
2. Entering load tickets into a database application.
3. Digitization of source documentation (such as load tickets).
4. Furnishing and operating an automated/electronic (paperless) debris tracking system.
5. Developing daily operational reports to keep the Parish informed of work progress.
6. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Parish for processing.
7. Report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Parish staff and designated debris removal contractors.

LOADING SITE MONITORS

The loading site monitors will perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets.

1. Estimate load volumes and issue load tickets at the load sites, retaining a copy of the ticket.
2. Maintain logs of daily contractor performance.
3. Implementation of and compliance with loading site safety requirements.
4. Determining eligibility of each load of debris based on FEMA criteria.
5. Certify truck measurements and ensure contract requirements are implemented correctly.
6. Ensure only debris identified by the Parish is removed from public areas and that the loading site is clear of all debris.
7. Report contractor issues and damages to field supervisor.

TOWER/SITE MONITORS

Debris monitors at a debris management site.

1. Implementation of and compliance with debris management site safety requirements.
2. Ensure debris removal contractor is in compliance with contract and local, State and Federal requirements.
3. Ensure hazardous wastes are not mixed with debris loads.
4. Ensure truck loads are accurately credited and not artificially loaded when completing load ticket.
5. Remain in communication with field supervisor and promptly report contractor issues.

FIELD SUPERVISOR

1. Schedule and deploy monitors and oversee activities at loading sites and debris management sites and ensure monitor staffing complies with FEMA guidance.
2. Resolve field operational, eligibility, and safety issues, and communicate these issues to the Parish.
3. Communicate and coordinate daily activities with FEMA, GOHSEP and Parish personnel.
4. Conduct or oversee truck certifications, load measurements and photo-documentation.
5. Collect data and prepare daily reports.
6. Familiarize, implement, and maintain all safety requirements.
7. Ensure only eligible debris from public areas is collected for loading and hauling.
8. Photograph all trucks and trailers to establish a baseline inventory of equipment.
9. Validate hazardous trees – including hangers, leaners, and stumps.

**Exhibit B
Pricing Schedule**

TOTAL ANNUAL FEE

\$60,050.00

	Position	Hours*	Rate	Extended Fee
1	Project Manager	100	\$ <u>78.00</u> Per Hour	\$ <u>7,800.00</u>
2	Billing/Invoice/Data Manager	150	\$ <u>56.00</u> Per Hour	\$ <u>8,400.00</u>
3	Operations Manager	100	\$ <u>64.00</u> Per Hour	\$ <u>6,400.00</u>
4	Scheduling/Routing Manager	100	\$ <u>44.00</u> Per Hour	\$ <u>4,400.00</u>
5	Field Supervisor	150	\$ <u>42.00</u> Per Hour	\$ <u>6,300.00</u>
6	Loading Site Monitor	300	\$ <u>34.00</u> Per Hour	\$ <u>10,200.00</u>
7	Tower/Site Monitor	300	\$ <u>34.00</u> Per Hour	\$ <u>10,200.00</u>
8	GIS Operator	50	\$ <u>55.00</u> Per Hour	\$ <u>2,750.00</u>
9	Load Ticket Data Entry Clerk	300	\$ <u>0.00</u> Per Hour	\$ <u>0.00</u>
10	Administrative/Clerical	100	\$ <u>36.00</u> Per Hour	\$ <u>3,600.00</u>

Exhibit C:
Insurance Requirements

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 the **Parish**:

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 agreements may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on **Parish'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) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.
- 9) Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Dept. /Legal Dept.

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

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

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

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for the **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 & Engineers, Architects, Land Surveyors, Attorneys, and IT.

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

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of the **Parish** 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 **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 **Parish** thirty (30) days written notice of any material change in or cancellation of such insurance.




CERTIFICATE
TETRA TECH, INC.

To St. John The Baptist Parish:

I hereby certify to you that I am the duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

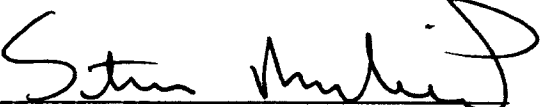
Jonathan Burgiel is authorized, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, to execute for and on behalf of the Company, a Disaster Debris Monitoring Services contract, number RFP-2018-03 between the Company and St. John The Baptist Parish.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 16th day of July, 2018.

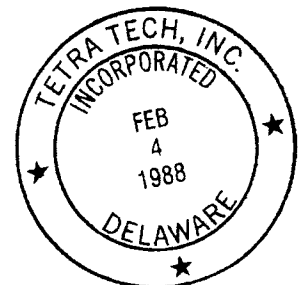


Preston Hopson
Senior Vice President,
General Counsel, and Secretary

Attest:



Steven M. Burdick
Executive Vice President, Chief Financial Officer,
and Assistant Secretary



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

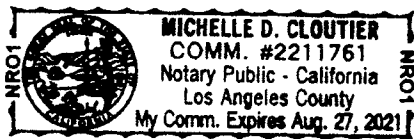
State of California }
County of LOS ANGELES }

On JULY 16, 2018 before me, *****MICHELLE D. CLOUTIER, NOTARY PUBLIC*****
Date Here Insert Name and Title of the Officer

personally appeared *****PRESTON HOPSON*****
Name(s) of Signer(s)

*****STEVEN M. BURDICK*****

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle D. Cloutier
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



ST. JOHN THE BAPTIST PARISH COUNCIL

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

June 13th, 2018

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:

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

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 12th, 2018.

“Councilman Becnel moved and Councilwoman Hotard seconded the motion to grant administration authorization to award the Disaster Debris Monitoring Services to Tetra Tech, Inc. The motion passed unanimously.”

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 12th day of June, 2018.

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

June 13th, 2018

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
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302