ST. JOHN
THE BAPTIST PARISH

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
G.E.C., INC.

This **Agreement** is made and entered into on this 18th day of December, 2017 **St. John the Baptist Parish Council,** (hereinafter referred to as "**PARISH" OR "OWNER"**), represented by Natalie Robottom, Parish President, and **G.E.C., INC. (GEC), 8282 Goodwood Blvd., Baton Rouge, LA 70806,** (hereinafter referred to as "**ENGINEER"**) do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES
The **Engineer** hereby agrees to provide Engineering Services for the installation of **Emergency Generators at** three (3) Wastewater Collection Stations as set forth in **Exhibit A: Statement of Work**, incorporated herein by reference. The parties agree to be bound by the requirements as described in that exhibit.

PAYMENT TERMS
In consideration of the services described in **Exhibit A, Parish** hereby agrees to compensate the Engineer in accordance with its fee schedule described in **Exhibit B: Pricing Schedule**. All payments must be approved by **AND** deliverables, etc. submitted to the **Director of Utilities**, hereinafter called "**Director"**.

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 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 compensation to the ENGINEER for the above supplemental services shall be in the form of a lump sum which is mutually agreeable to the **Parish** 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 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 **Director** 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 ENGINEER for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **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 funds, etc. The Engineer shall submit a monthly summary of activities in accordance with **Exhibit A**.

TAXES

The ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** shall be Engineer's obligation. ENGINEER 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 ENGINEER to comply with the Terms and/or Conditions of this **Agreement**; provided that **Parish** shall give the ENGINEER written notice specifying the ENGINEER'S failure. If within thirty (30) days after receipt of such notice, the **Engineer** 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 ENGINEER in default and this **Agreement** shall terminate on the date specified in such notice.

The ENGINEER 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 **Agreement**, provided that the ENGINEER shall give **Parish** written notice specifying the failure and a reasonable opportunity for **Parish** to cure the defect.

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

TERMINATION FOR CONVENIENCE

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

TERM OF AGREEMENT

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.

GENERAL CONDITIONS

The ENGINEER shall, at all times during the term of this **Agreement**, 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 **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 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 and may be amended only by authority of **Parish** and in writing, signed by both **Parish President** 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.

INSURANCE

Engineer 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 ENGINEER by **Parish** shall remain the property of **Parish**, and shall be returned to **Parish**, at ENGINEER'S expense, at termination or expiration of this **Agreement**. 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 contracted for herein shall become the property of **Parish**, and shall, upon request, be returned to **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 **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 **Parish**.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of ENGINEER which relate to this **Agreement**.

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 claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of ENGINEER.

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 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 acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	**If to Engineer:**
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	G.E.C., INC. Attn: Philip K. Meyers, P.E. 8282 Goodwood Blvd. Baton Rouge, LA 70806

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, ENGINEER 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. ENGINEER 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, ENGINEER'S misapplication of payments, malfeasance in office, or their equivalent federal crimes within the five (5) years prior to submitting the proposal.

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 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. ENGINEER must verify the legal status of all existing and new employees (working for ENGINEER) 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 ENGINEER agrees to abide by the requirements and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and ENGINEER agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The ENGINEER 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 below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12th day of December 2017.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: _____
Natalie Robottom
Parish President

WITNESS:

Philip K. Meyers, P.E.
G.E.C., INC.

By: _____

Title: Senior Vice 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 relevant project meetings.

PROJECT DESCRIPTION
The ENGINEER shall prepare the Engineering plans and specifications for the installation of three (3) emergency generators at wastewater collection stations throughout the Parish (Ned Duhe, Captain Bourgeois, and Belle Terre).

The Design Package shall include all specifications, schematics, design, final plans and detailed opinion of probable costs. The ENGINEER shall be responsible for assisting in completing all Governor's Office of Homeland Security and Emergency Preparedness requirements and supervising the bid process and all included pre-bid conferences as required by the State of Louisiana. In addition, the selected firm shall provide the required personnel to inspect and supervise the construction in accordance with permits, specifications and contract documents.

The ENGINEER'S duties shall also include periodic, on-site supervision of construction work, and preparation of inspection reports; reviewing and approving of all CONTRACTOR submittals and reviewing requests for payment; providing photographs of on-site conditions and finished photographs upon project completion; and conducting final inspections.

Task 1 – Preliminary Design Phase

1. Prepare preliminary Engineering plans, which demonstrate the concept and layout of the equipment at each site.
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 2 – 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 engineer along with a final opinion of probable construction cost.

Task 3 – 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 4 – 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. Review and recommend approval of 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. Review and recommend approval of 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 5 – Record Drawings

1. The ENGINEER shall review red-line "RECORD" drawings provided by the CONTRACTOR

Task 6 – Resident Project Representative (RPR)

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 for periodic observation.
4. Attend meetings with CONTRACTOR as necessary, 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 occasional 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 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. Review daily reports prepared by the CONTRACTOR 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.

SUPPLEMENTAL SERVICES

Topographic Survey

1. Coordinate and conduct a topographic survey that can be used to develop Engineering design plans for the project.
2. The topographic survey will include topographic survey of project sites and all surrounding elements needed to complete the project design.
3. Plot information obtained from surveyor on proper plan.

Permitting and Environmental Review Phase

1. Prepare and submit permit application for Louisiana Department of Health and Louisiana Department of Environmental Quality, where applicable.
2. Prepare and submit any other required permits to complete the project, including requirements set forth by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).
3. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
4. Any required permit extension will also be included in this phase.

Geotechnical Investigation

1. Provide geotechnical boring(s) and geotechnical investigation report that details the soil profile and provides foundation recommendations, where applicable.

Exhibit B
PRICING SCHEDULE

Project Elements

Estimated Construction Cost:		$325,875
Engineering Fee (per SJBP Standard Curve)	10.23%	$ 33,337
Resident Project Representative Fee (per SJBP Standard Curve)	4.3 %	$ 14,013
Total Basic Service Fee		**$ 47,350**
Supplemental Services:		
Topographic Survey		$ 3,300
Permitting and Environmental Review		$ 26,000
Geotechnical Investigation		$ 3,869
Total Supplemental Service Fees		**$ 33,169**

Project Breakdown

For all services outlined in **Exhibit A**, the **Parish** shall pay the Engineer an engineering fee of $80,519 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** 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 $80,519, unless increased by contract amendment.

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

Task 1 – Preliminary Design Phase	25%		$ 8,334.25
Task 2 – Final Design Phase	45%		$ 15,001.65
Task 3 – Bidding Phase	5%		$ 1,666.85
Task 4 – Construction Phase	20%		$ 6,667.40
Task 5 – Record Drawings Phase	5%		$ 1,666.85
Task 6 – Resident Project Representative	(Not Exceed)	to	$ 14,013.00
Subtotal Basic Services			$ 47,350.00
Supplemental Services			
Topographic Survey	(Not Exceed)	to	$ 3,300.00
Permitting and Environmental Review	(Not Exceed)	to	$ 26,000.00
Geotechnical Investigation	(Not Exceed)	to	$ 3869.00
Subtotal Supplemental Services	(Not Exceed)	to	$ 33,169.00
Total Engineering Services			**$ 80,519.00**

Schedule

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

(1) Engineer and resident inspection fees.

Basic Engineering Services Fee Curve	
Awarded Construction Cost	*Basic Engineering Services Fee (percentage)*
$0—$30,000.00	14.56
$40,000.00	14.04
$50,000.00	13.57
$60,000.00	13.21
$70,000.00	12.90
$80,000.00	12.69
$90,000.00	12.38
$100,000.00	12.08
$200,000.00	11.02
$300,000.00	10.23
$400,000.00	9.72
$500,000.00	9.27
$600,000.00	8.82
$700,000.00	8.59
$800,000.00	8.40
$900,000.00	8.23
$1,000,000.00	8.04
$2,000,000.00	7.43
$3,000,000.00	7.18
$4,000,000.00	7.11
$5,000,000.00	6.67
Over $5,000,000.00	To be negotiated

Resident Project Representative Services	
Estimated Construction Cost	*Service Fee (percentage)*
$100,000.00 or less	5.0
$200,000.00	4.6
$300,000.00	4.3
$400,000.00	4.1
$500,000.00	3.9
$600,000.00	3.8
$700,000.00	3.7
$800,000.00	3.6
$900,000.00	3.5
$1,000,000.00	3.4
$2,000,000.00	3.3
$3,000,000.00	3.2
$4,000,000.00	3.1
$5,000,000.00	3.0
Over $5,000,000.00	To be negotiated

Exhibit C
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 (unless otherwise noted) rates for services performed on or after the date of the Agreement are:

G.E.C., Inc.

Category	Billing Rate
Engineer Supervisor	$190.00
Project Manager	$130.00
Lead Engineer	$130.00
Associate Engineer	$100.00
Admin/Clerical	$71.00
CAD Technician	$90.00
Resident Project Representative	$112.00

(Environmental Services)

Category	Billing Rate
Environmental Supervisor	$224.40
Biologist	$153.71
Cultural Resources Technician	$106.68
GIS Technician	$56.82

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

The 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 the **Parish**:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by ENGINEER 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 ENGINEER.

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 Negligent 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 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 **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing and Procurement.

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

ST. JOHN THE BAPTIST PARISH COUNCIL

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

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

Division B
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LaPlace, LA 70068
Office 985-652-1702

District I
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Lennix Madere, Jr.
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Cell 985-379-6188

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

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

December 13th, 2017

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

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 12th, 2017.

> ***"Councilwoman Remondet moved and Councilman Snyder seconded the motion to grant administration authorization to execute a Professional Services Agreement with G.E.C., Inc. for engineering services on the Parish Generator Project Phase II. The motion passed unanimously."***

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 12th day of December, 2017.

December 13th, 2017.

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council