St. Bernard Parish Conformed Copy

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DIGITAL ENGINEERING & IMAGING INC

Index Type : Mortgages

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Description : CONSTRUCTION THE ST BERNARD PARISH STREET REHABILITATION PROGRAN SUBMERGED ROADS

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date") between

St Bernard Parish Government [SBPG] ("Owner") and

Digital Engineering & Imaging, Inc. ("Consultant") ("Engineer").

Owner intends to Construct the St. Bernard Parish Street Rehabilitation Program (Submerged Roads)

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement unless owner request Engineer to verify the information provided.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time as stated in Exhibit A. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer and with good cause, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably as agreed to by Owner and Engineer in writing.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably as agreed to by Owner and Engineer in writing.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

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4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due subsequent to approval by owner and any undisputed invoices are payable within 60 days after owner approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Not Used

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information that owner did not request Engineer to verify.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, with prior notice to owner 14 days in advance. Owner may object within 14 days by providing written notification to Engineer of objection and basis for objection

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants at its own risk and not to be detriment of owner may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation if agreed to in writing by both parties.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents unless required by applicable law.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard

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General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee if Engineer provides a copy to Owner for review and acceptance in writing. (No. C-700, 2002 Edition) ~~unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.~~

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files within 30 days of notice of error.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. ~~Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. ~~If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.~~

E. Any and all plans, designs, specifications, or other construction documents resulting from professional services paid for by the Owner shall remain the property of the owner whether the project for which they were prepared was constructed or not. Except as otherwise provided herein, such documents may be used by the Owner to construct another like project without the approval of, or additional compensation to, the Engineer.

F. The Engineer shall not be liable for injury or damage resulting from any re-use of plans, designs, specifications, or other construction documents by the Owner, if the Engineer is not also involved in the re-use project.

G. The Engineer may re-use his design documents however he so desires.

H. The right of ownership provided for in this Section shall not be transferable.

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I. Prior to the re-use of construction documents for a project in which the Engineer is not also involved, the Owner shall remove and obliterate from the construction documents all identification of the original Engineer, including name, address, and professional seal or stamp.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

C. Owner shall require Engineer to purchase and maintain policies of insurance covering workers compensation general liability proptery damage, motor vehicle damage, and injuries and other insurance in accordance with the requirements of Exhibit G and in addition, paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee

D. ~~Owner and~~ Engineer shall ~~each~~ deliver ~~to the other~~ certificates of insurance evidencing the coverage's indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon ten days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving thirty days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. For the reasons stated in the CDBG Compliance Provisions for Professional Services Contracts section 18 attached hereto and made a part hereof.

c. By Engineer

1) upon 30 days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2. For Projected delays

a) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

b) Engineer shall have no liability to Owner on account of such termination for the reason stated in 2 (a)

3. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period.

2. For convenience,

a. By Owner effective as stated above or upon 10 days written notice from Owner.

b. For the reasons stated in the CDBG Compliance Provisions for Professional Services Contracts section 19 attached hereto and made a part hereof.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all undisputed services performed or furnished. Upon making such payment, Owner shall have the full right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.02.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

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6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking ~~the procedures of Exhibit H or~~ other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.07.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *WORKERS COMPENSATION INDEMNITY*: In the event Engineer is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Engineer, its owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents or employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and

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employees shall in no circumstance be, or considered as, the employer or statutory employer of Engineer, its owners, agents and employees. The parties' further agree that Engineer is a wholly independent contract and is exclusively responsible for its employees, owners, and agents. Engineer hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

B. *INDEMIFICATION HOLD HARMLESS AGREEMENT:* Engineer agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of bodily injury or death to any person or the damage, loss or destruction of any property which to the extent occur, or in any way grow out of, any act or omission of Engineer, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Engineer as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arishing out of the negligency of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Engineer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all of the costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. Parties acknowledge LA Comparative Fault Law.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. Where a conflict exists between the language and provisions of the CDBG Compliance Provisions for Professional Services Contract attached hereto and made a part hereof and the language and provisions of the STANDARD FORM OF AGREEMENT, the language and provisions of CDBG Compliance Provisions for Professional Services Contract govern.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

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1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

General Conditions

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 6 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services" consisting of 3 pages, including Appendix 1.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

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E. ~~Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.~~Exhibit E has been removed intentionally

F. ~~Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~ Exhibit F has been removed intentionally.

G. Exhibit G, "Insurance," consisting of 4 ~~pages~~.

H. ~~Exhibit H, "Dispute Resolution," consisting of _____ pages.~~ Exhibit H has been removed intentionally.

I. ~~Exhibit I, "Allocation of Risks," consisting of _____ pages.~~ Exhibit I has been removed intentionally.

J. ~~Exhibit J, "Special Provisions," consisting of 9 pages and identified as "PART II TERMS AND CONDITIONS".~~ Exhibit J has been removed intentionally.

K. ~~Exhibit K, "Amendment to Standard Form of Agreement," consisting of _____ pages.~~ Exhibit K has been removed intentionally.

L. Exhibit L CDBG Compliance Provisions for Professional Services Contract ~~Version 2.0 dated 6/14/2010 and consisting of~~ (14 pages).

M. Exhibit M, ~~Additional Forms & Certifications.~~ Cost/Price Detail and Facility & Planning Control Fee Calculator, including Signed "Certifications" page (8 pages)

N. Exhibit N, Non-Collusion Affidavit (1 page)

O. Exhibit O, Attestation Clause (2 pages)

P. Exhibit P (in globo), Section 3, (11 pages)
A.) Digital –Principal Section 3 Plan, Tables A & B (5 pages)
B.) Subcontractor –H Davis Cole, Section 3 Plan, Tables, (5 pages)
C.) Subcontractor – PSI, (1 page)

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 9 inclusive, together with the exhibits identified above including any special terms and conditions deemed bnecessary by the Owner.) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument ~~based on the format of Exhibit K~~ to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

By: David E. Peralta

Title: President, St. Bernard Parish Government

Date Signed: 4/22/2013

Address for giving notices:

8201 W. Judge Perez Dr.

Chalmette, LA 70043

Designated Representative (see paragraph 8.03.A):

Hillary J. Nunez

Title: Public Works Director

Phone Number: 504-278-4317

Facsimile Number:

E-Mail Address: hnunez@sbpg.net

Engineer:

By: Thomas P. Hickey, P.E.

Title: President

Date Signed:

Firm's Certificate No. 10267

State of: Louisiana

Address for giving notices:

527 W. Esplanade Ave., Suite 200

Kenner, LA 70065

Designated Representative (see paragraph 8.03.A):

Frank T. Liang, P.E.

Title: Vice President

Phone Number: 504-468-6129

Facsimile Number: 504-461-5150

E-Mail Address: fliang@deii.net

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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This is EXHIBIT A, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated __ , 2013.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES [See Appendix 1 to EXHIBIT A for SCOPE OF SERVICES]

A1.01 *Preliminary Design Phase*

A. Upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners, but shall be verified by the Engineer prior to location of said untilities on construction documents.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Furnish 6 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 21 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered and deemed acceptable by written acceptance from Owner.

A1.02 *Final Design Phase*

A. After submittal to Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Engineer shall provide a final OPCC to owner for review and acceptance prior to the Owner considering the Final Design Phase as complete.

2. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

3. Prepare and furnish bidding documents to Owner within a mutually agreed upon time frame based on Owner requirements. following preliminary phase submittal for review by Owner, its legal counsel, and other advisors, and

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assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

4. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 6 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.4 have been delivered to Owner for review and deemed acceptable by Owner in writing to proceed with the bidding phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.03 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner 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, if any, 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 Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner 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. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: NONE

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.04 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

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1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Progress Meetings* Owner requests that the Engineer organize and schedule bi-weekly progress meetings between Owner, A/E, contractor, and any other necessary parties. The A/E will be required to prepare meeting agendas, record and transcribe meeting minutes, and to furnish these meeting meetings to all parties within 3 business days of that meeting. All other parties will have 2 business days to correct any errors or make any omissions before meeting minutes are accepted into the record.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, Owner requests that Engineer make site visits at least once a week during construction phase
   , to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms

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generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the
Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to

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supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.05 Post-Construction Phase

A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

2. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

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PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services and those mutually agreed to be provided) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. The Engineer acknowledges there will be changes in the scope and extent or character of the project and will not seek additional compensation for reasonable changes to the scope or design of this project. Any changes Engineer ascertains could be additional services the Engineer shall provide to the Owner the scope and compensation for these changes and shall not proceed until written approval is provided by Owner.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.

6. Providing renderings, aerial photography, presentation graphics or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

9. Services attributable to more prime construction contracts than specified in paragraph A1.01.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Additional services of any type where additional cost will be incurred to perform these services must be accompanied by Owner's written authorization to proceed prior to execution of the work effort. If written authorization is not received from the Owner the cost incurred shall be the responsibility of the Engineer. The Owner has the right to deny any claim for additional services.

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This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2013.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Topographic, property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public property and to assist Engineer in acquiring safe access to private property as required for Engineer to perform services under the Agreement.

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G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and provide assistance to Engineer with gaining permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. The owner or its representative, attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services: NONE

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This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2013.

Payments to Engineer for Services

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative, and Geotechnical and Testing Sub-Consultants) – lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A lump sum amount of $410,000.00 to complete the Basic Services as described in Exhibit A.

2. The lump sum amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the lump sum amount to account for labor, overhead and profit,.

3. The portion of the lump sum amount billed for Engineer's services will be based upon the following estimated distribution of compensation:

Preliminary Design Report Phase	$102,250.00
Final Design Phase	$191,250.00
Bidding Phase	$ 16,250.00
Construction Phase	$100,250.00

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

C2.02 (Not Used)

C2.03 (Not Used)

C2.04 (Not Used)

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C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

C. Other Provisions Concerning Payment For Additional Services

~~1. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~2.~~ 1. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

2. Sub consultant services for borings/geotechnical, asphalt plant inspection, and field density testing will be reimbursed at cost with out mark up by the prime consultant/engineer.

The Not-to-Exceed amount for each category of sub consultant services is:

Geotechnical/borings - $12,235.00
Construction testing - $40,000.00

3. Compensation for Direct Cost for Resident Inspector shall not exceed $4,400 which includes any and all direct cost outlined in the cost price detail sheet (#1-4) and any additional direct cost. Reimbursement from official domicile to area of travel based on most direct route. Mileage shall be reimbursable on the basis of $.51 cents per mile. In order for the direct cost invoice to be paid, any and all direct cost must be substantiated with appropriate documentation required by Owner and/or CDBG protocol and/or Office of Community Development, State of Louisiana.

4. Compensation for Resident Project Representative (Inspection) Services will be the Standard Hourly Rates Method. The Not-to-Exceed amount is $110,000.00.

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This is Appendix 1 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2013.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and 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, reimbursable expenses and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually ~~(as of _____)~~ to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

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

Category	Billing Rate
Principal	$260.00
Vice President	$210.00
Project Manager	$175.00
Senior Civil Engineer	$165.00
Civil Engineer	$140.00
Civil Engineer Intern	$95.00
Senior CAD Technician	$122.00
CAD Drafter	$85.00
Construction Manager	$138.00
Resident Inspector	$74.00
Clerical	$65.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

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This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2013.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's and Owner's agent at the Site, will act as directed by and under the supervision of Engineer, the Owner shall make request for action to be taken by the RPR through the Engineer and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised regularly or daily if requested by the Owner or Owner's representative. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

4. *Liaison*:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

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5. *Interpretation of Contract Documents:* 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. *Shop Drawings and Samples*:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. RPR or Engineer shall transmit to Owner such suggestions and RPR recommendations for review prior to authorizing any work activity. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work*:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer and Owner whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer and Owner of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups*:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. The RPR shall ensure each test is documented with specimen, frequency, duration and results and other pertinent data to validate the testing complies with the Contract Documents and associated code or standard. Include on the "Testing Report" signature lines for contractor and RPR or other witnesses qualified to accept or reject the test results. The RPR shall include test performed daily on the RPR Daily Report and results with associated specification referenced.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record on daily reports the results of these inspections, and report to Engineer for transmittal to the Owner.

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10. *Records*:

a. 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 subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report recording 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, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports*:

a. Furnish to Engineer and Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

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b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

9. Exceed the cost of $110,000.

10. Be entitled to overtime unless overtime is approved in writing by owner prior to commencement of any overtime work. Any overtime by written approval shall be paid at straight time only.

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This is **EXHIBIT G**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2013.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Worker's Compensation and Employer's Liability Insurance to cover contractor's employees.

c. Benefits at least equal to the State of Louisiana. Coverage to include the U.S. Longshoreman's and Harbor Worker's Compensation Act, Jones Act, and the employer's liability limit increased to $1,000,000.

d. Employer's Liability --

1) Each Accident: **$500,000**
2) Disease, Policy Limit: **$500,000**
3) Disease, Each Employee: **$500,000**

e. Commercial General Liability –

Commercial General Liability insurance, including Personal and Advertising Injury Liability, Contractual Liability, Independent Contractors Coverage Premises/Operations and Products/Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

If applicable coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting therefrom.

f. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): **$1,000,000**
2) General Aggregate: **$2,000,000**

g. Excess or Umbrella Liability -- NA

1) Each Occurrence: $____-_____
2) General Aggregate: $____-_____

h. Commercial Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or

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equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Each Accident	$1,000,000

i. Professional Liability –

1) Each Claim Made	$1,000,000
2) Annual Aggregate	$2,000,000

j. Other (specify): $_____

1. Maritime Insurance,applies when watercrafts are used by a contractor in connection with the work described hereunder, such insurance to include:

(a) Protection and Indemnity Insurance on all watercraft, owned, operated, and/or chartered by a contractor.

(b) Limits up to the value of the vessel or $5,000,000 combined single limit, whichever is greater.

(c) In rem endorsement.

With respect to the above named policies of insurance, contractor shall furnish evidence that contractor's insurers waive all rights of subrogation against owner and its underwriters and contractor shall also furnish evidence that owner is named as an additional insured on the above named policies of insurance with the exception of the Worker's Compensation Coverage.

B. *Additional Insureds:*

~~A) The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

A) OTHER INSURANCE PROVISIONS:

B) Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and accepted by the St. Bernard Parish Government. The Contractor shall be responsible for all deductibles and self-insured retentions.

The policies are to contain or, be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the engineer. ISO Form CG 20 10(or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish .

b. The Engineer's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees, and volunteers. Any insurance or self insurance maintained by the St. Bernard Parish Government shall be excess and non contributory of the Engineer's Insurance.

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c. The Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees, and volunteers for losses arising from work performed by the Engineer's for the St. Bernard Parish Government.

3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the Engineer or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Engineer's policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Engineer from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Engineer to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.

e. If the Engineer maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Engineer.

C.) ACCEPTABILITY OF INSURERS:

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Engineer shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

D.) VERIFICATION OF COVERAGE:

Engineer shall furnish the St. Bernard Parish Government with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Engineer shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to review

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copies of all required insurance policies at any time.

Upon failure of the Engineer to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Engineer to purchase and/or maintain any required insurance shall not relieve the Engineer from any liability or indemnification under the contract.

E.) SUBCONTRACTORS:

Engineer shall include all subcontractors as insured's under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Certificates at any time.

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CDBG Exhibits

L. CDBG Provisions (14 pages)
M. Cost/Price Detail and Facility & Planning Control Fee Calculator, including Signed "Certifications" page (8 pages)
N. Non-Collusion Affidavit (1 page)
O. Attestation Clause (2 pages)
P. Section 3, (11 pages)
   A.) Digital-Principal Section 3 Plan, Tables A&B (5 pages)
   B.) Subcontractor-H Davis Cole, Section 3 Plan, Tables, (5 pages)
   C.) Subcontractor- PSI, (1 page)

EXHIBIT L

6-16

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY

6-16

21. SUBCONTRACTS

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

23. BREACH OF CONTRACT TERMS

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

25. CHANGES

26. PERSONNEL

27. ANTI-KICKBACK RULES

28. ASSIGNABILITY

29. INTEREST OF CONTRACTOR

30. POLITICAL ACTIVITY

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

32. DISCRIMINATION DUE TO BELIEF

33. CONFIDENTIAL FINDINGS

34. LOBBYING

1. <u>EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)</u>
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
(applicable to contracts and subcontracts over $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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EXHIBIT M

State of Louisiana
Facility Planning & Control

BCI & CPI
FOR
2010

BCI		CPI
1306	1975	53.8
4769	2009	214.5

SCHEDULE OF REPRESENTATIVE FEES
FOR
2010

AFC	Fee as a Percentage of AFC	Fee		
$ 10,000.00	14.6400%	$ 1,464.00		
$ 50,000.00	12.1680%	$ 6,084.00		
$ 100,000.00	11.3430%	$ 11,343.00	8.2024%	###########
$ 200,000.00	10.6225%	$ 21,245.00		
$ 500,000.00	9.7994%	$ 48,997.00	7.8189%	###########
$ 1,000,000.00	9.2568%	$ 92,568.00		
$ 2,000,000.00	8.7712%	$ 175,424.00		
$ 5,000,000.00	8.2024%	$ 410,121.00		
$ 10,000,000.00	7.8189%	$ 781,886.00		
$ 20,000,000.00	7.4696%	$ 1,493,914.00		
$ 50,000,000.00	7.0531%	$ 3,526,528.00		

Projected AFC
$ 5,007,516.97

Calculated Percentage

8.20%

Basic Services Engineering Fee

$ 410,616.00

Cost and Price Detail

Name of Consultant **Digital Engineering & Imaging, Inc.**	**Date of Proposal** **15-Mar-13**
Street Address **527 W. Esplanade Ave., Suite 200**	**Federal ID Number** **72-1169621**
City, State, Zip **Kenner, LA 70065**	**Total Price** **$576,635.00**

A. Direct Labor (specify personnel by name)
Attach a copy of the scope of servies identified in the contract. Each task identified in the scope of services should be assined an Estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section. Please see attached manpower projections spreadsheet.

1. Preliminary Phase	Est. No. of Days	Daily Rate	Estimated Cost
Tom Hickey (Principal)	3	$615.36	$1,846.08
Frank Liang (Project Manager)	8.25	$438.48	$3,617.46
Si Cunningham (Sr. Engineer)	4	$473.12	$1,892.48
David LeBreton (Civil Engineer)	25	$286.56	$7,164.00
Matt Chatelain (Field Technician)	15	$184.64	$2,769.60
Neal Belmonte (Field Technician)	15	$200.00	$3,000.00
Donnie Wittke (Cad Technician)	25	$178.88	$4,472.00
Lewis Richards (Cad Technician)	20.5	$165.36	$3,389.88
Holly Kimble (Administration)	5.75	$144.00	$828.00
			$28,979.50

2. Design Phase	Est. No. of Days	Daily Rate	Estimated Cost
Tom Hickey (Principal)	6.75	$615.36	$4,153.68
Frank Liang (Project Manager)	24.5	$438.48	$10,742.76
Si Cunningham (Sr. Engineer)	19.5	$473.12	$9,225.84
David LeBreton (Civil Engineer)	71	$286.56	$20,345.76
Donnie Wittke (Cad Technician)	48.25	$178.88	$8,630.96
Lewis Richards (Cad Technician)	43.25	$165.36	$7,151.82
Holly Kimble (Administration)	6	$144.00	$864.00
			$61,114.82

3. Bidding Phase	Est. No. of Days	Daily Rate	Estimated Cost
Tom Hickey (Principal)	1	$615.36	$615.36
Frank Liang (Project Manager)	2	$438.48	$876.96
Si Cunningham (Sr. Engineer)	2	$473.12	$946.24
David LeBreton (Civil Engineer)	7	$286.56	$2,005.92
Donnie Wittke (Cad Technician)	2	$178.88	$357.76
Holly Kimble (Administration)	4.5	$144.00	$648.00
			$5,450.24

4. Construction Admin	Est. No. of Days	Daily Rate	Estimated Cost
Frank Liang (Project Manager)	3	$438.48	$1,315.44
David LeBreton (Civil Engineer)	3	$286.56	$859.68
Donnie Wittke (Cad Technician)	3	$178.88	$536.64
			$2,711.76

5. Inspection	Est. No. of Days	Daily Rate	Estimated Cost
Kenvard Beauch	160	$228.00	$36,480.00
			$36,480.00
6. Total Direct Labor			**$134,736.32**

B. Overhead/Indirct Costs	Rate	Base	Est. Cost
	1.7443	LDOTD Overhead Audit	$235,020.56

C. Other Direct Costs		Est. Cost
1. Transportation	160 of on site visits @ $25.00/day	$4,000.00
2. Per Diem	# of days @ $ /day	$0.00
3. Reproduction	5,000 of pages @ .08/page	$400.00
4. Other (specify)		$0.00
a.		$0.00
b.		$0.00
c.		$0.00
5. Total Direct Costs		$4,400.00

D. Subcontracts Name of Subcontractors	# of days of effort	Estimated Cost
1. PSI		
Borings/Geotechnical	21	12235
Asphalt Plant Inspection	46	30000
Field Density Testing	50	10000
2. Davis Cole & Associates		
Agency Coordination	12	6000
Permits	10	5000
Construction Administration	204.5	102250
5. Total Subcontractor Cost		$165,485.00
Total Estimated Cost (Labor, other Direct Cost and subcontracts)		$539,641.88

Profit (Not on Subs)	$36,975.69
Total Price	$576,635.00

COST AND PRICE DETAIL

Basic Engineering Services

1. Preliminary Phase	Est. No. of Days	Daily Rate	Estimated Cost
Tom Hickey (Principal)	3	$615.36	$1,846.08
Frank Liang (Project Manager)	8.25	$438.48	$3,617.46
Si Cunningham (Sr. Engineer)	4	$473.12	$1,892.48
David LeBreton (Civil Engineer)	25	$286.56	$7,164.00
Matt Chatelain (Field Technician)	15	$184.64	$2,769.60
Neal Belmonte (Field Technician)	15	$200.00	$3,000.00
Donnie Wittke (Cad Technician)	25	$178.88	$4,472.00
Lewis Richards (Cad Technician)	20.5	$165.36	$3,389.88
Holly Kimble (Administration)	5.75	$144.00	$828.00
			$28,979.50
2. Design Phase			
Tom Hickey (Principal)	6.75	$615.36	$4,153.68
Frank Liang (Project Manager)	24.5	$438.48	$10,742.76
Si Cunningham (Sr. Engineer)	19.5	$473.12	$9,225.84
David LeBreton (Civil Engineer)	71	$286.56	$20,345.76
Donnie Wittke (Cad Technician)	48.25	$178.88	$8,630.96
Lewis Richards (Cad Technician)	43.25	$165.36	$7,151.82
Holly Kimble (Administration)	6.5	$144.00	$936.00
			$61,186.82
3. Bidding Phase			
Tom Hickey (Principal)	1	$615.36	$615.36
Frank Liang (Project Manager)	2	$438.48	$876.96
Si Cunningham (Sr. Engineer)	2	$473.12	$946.24
David LeBreton (Civil Engineer)	7	$286.56	$2,005.92
Donnie Wittke (Cad Technician)	2	$178.88	$357.76
Holly Kimble (Administration)	4.5	$144.00	$648.00
			$5,450.24
4. Construction Admin			
Frank Liang (Project Manager)	3	$438.48	$1,315.44
David LeBreton (Civil Engineer)	3	$286.56	$859.68
Donnie Wittke (Cad Technician)	3	$178.88	$536.64
			$2,711.76

Total Direct Labor		$98,328.32
LDOTD Overhead Rate:	1.7443	$171,514.09
Total Labor and Overhead		$269,842.41
Profit 10%	10%	$26,984.24
		$296,826.65

5. Subcontractors - Davis Cole & Associates		
Agency Coordination	12	$6,000.00
Permits	10	$5,000.00
Construction Administration	204.5	$102,250.00
Total Subcontractors		$113,250.00

Total Amount Due Basic Engineering Services **$410,076.65**

BASIC ENGINEERING SERVICES NOT TO EXCEED $410,000.00

COST AND PRICE DETAIL
Resident Inspection

1. Preliminary Phase	Est. No. of Days	Daily Rate	Estimated Cost
Kenvard Beauch	160	$228.00	$36,480.00
		Total Labor	$36,480.00

Total Direct Labor		$36,480.00
LDOTD Overhead Rate:	1.7443	$63,632.06
Total Labor and Overhead		$100,112.06
Profit 10%	10%	$10,011.21
		$110,123.27

Total Amount Due Resident Inspection: **$110,123.27**

RESIDENT INSPECTION NOT TO EXCEED $110,000.00

COST AND PRICE DETAIL
Construction Testing

1. **Subcontractor - PSI**

	# of days of effort	Estimated Cost
Asphalt Plant Inspection	46	$30,000.00
Field Density Testing	50	$10,000.00
		$40,000.00

Total Amount Due Construction Testing: **$40,000.00**

COST AND PRICE DETAIL
Geotechnical

1. **Subcontractor - PSI**

	# of days of effort	Estimated Cost
Borings/Geotechnical	21	$12,235.00
Total Amount Due Geotechnical:		**$12,235.00**

COST AND PRICE DETAIL

Direct Costs

1. Other Direct Costs

		Estimated Cost
1. Transportation	160 of on site visits @ $25.00/day	$4,000.00
2. Per Diem	# of days @ $ /day	$0.00
3. Reproduction	5,000 of pages @ .08/page	$400.00
4. Other (specify)		$0.00
5. Total Direct Costs		**$4,400.00**

Total Amount Due Other Direct Costs: **$4,400.00**

Direct Costs outlined above (#1-4) and any additional direct costs shall not exceed $4,400.00

CERTIFICATIONS

Contractor

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES __X__ NO
If yes, give name, address, and telephone number of the reviewing office:

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to __RFQ__. This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of __March 15, 2013__ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

3/15/13
Date of Execution

Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

3-25-13
Date of Execution

Andrew Becker, SBPG Recovery
Signature and Title of Reviewer

Additional Reviewer, if needed

Date of Execution

Signature and Title of Reviewer

EXHIBIT N

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ST. BERNARD

PROJECT
NO. _____
NAME St. Bernard Parish Street Rehabilitation Program
LOCATION St. Bernard Parish

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared Thomas P. Hickey, P.E. representing Digital Engineering & Imaging, Inc. who, being by me first duly sworn deposed and said that he has read and signed this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the La. Revised Statutes of 1950 as amended.

(1) That affiant and his firm employed no person, corporation, firm, association, or other Organization, either directly or indirectly, to secure the public contract for the above referenced project with the Parish of St. Bernard under which he will, if awarded the contract, receive or received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant.

(2) That no part of the contract price to be received or received by affiant or his firm was paid or will be paid to any person, firm, association, or other organization for soliciting the contract, other than the payment for their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

Bidder or representative to sign
And type name below signature _____
Affiant
Thomas P. Hickey

Note: This form is to be removed and used to submit after the bid.

EXHIBIT O

ATTESTATION CLAUSE REQUIRED BY LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)

Owner: St. Bernard Parish

Bidder: Digital Engineering & Imaging, Inc.

Project: St. Bernard Parish Street Rehabilitation Program

Bid Date: N/A

Bidder on the above-entitled public project does hereby attest and certify that:

A. If a sole proprietor, that he has not

- ever been convicted of, or entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection C(1) below; and

- for a period of five years previous to the project bid date, been convicted of, or entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection C (2) below during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes.

B. If a partnership, corporation, joint venture or limited liability company, that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity has

- ever been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection C(1) below; and

- for a period of five years previous to the project bid date, been convicted of, or entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection C (2) below during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes.

C (1) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

C(2) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

Bidder hereby agrees that in the event that this attestation is found to be false and the project must be readvertised or the contract cancelled that bidder is responsible to the Owner for all costs associated with rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of the contract.

Bidder: Digital Engineering & Imaging, Inc.

Date: 3/15/13

By: _____
Authorized Signature

Print Name: Thomas P. Hickey, P.E.
Authorized Signatory of Bidder

Title: President

EXHIBIT P

CONTRACTOR

Section 3 Plan Format

Digital Engineering & Imaging, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. Bernard.

A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A information related to subcontracts to be awarded.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Digital Engineering & Imaging, Inc., we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

CEO

Title

3-15-13

Date

Signature

President

Title

3/15/13

Date

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Digital Engineering & Imaging, Inc.
Name of Prime Contractor

St. Bernard Parish Street Rehabilitation program
Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by Digital Engineering & Imaging, Inc. (Name of Prime Contractor) since being notified of contract selection on _____ (Date) were not filled to circumvent the contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since _____ (Date of Selection).

C. No employment positions have been filled since 9/1/12 (Date of Selection).

Thomas P. Hickey, P.E., President
Name & Title of Signer (Print or Type)

Signature

3/15/13
Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING April 1, 2013 through March 31, 2014
(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*
N/A	0	0	0	0

* The Project Area is coextensive with the ~~City~~ Parish of St. Bernard's boundaries.

H. Davis Cole & Associates, LLC
Company

St. Bernard Parish Street Rehabilitation Program
Project Name

Project Number

EEO Officer (Signature)

3/19/13
Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/ Supervisors	4	4	0	0
Professionals	10	10	0	0
Technicians	4	4	0	0
Housing Sales/ Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the ~~City~~ Parish of St. Bernard whose family income does not exceed 80% of the median income in the State.

Digital Engineering & Imaging, Inc.
~~Company~~

CONTRACTOR

Section 3 Plan Format

H. Davis Cole & Associates, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. Bernard.

A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A information related to subcontracts to be awarded.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of H. Davis Cole & Associates, LLC, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

MANAGING MEMBER

Title

3/19/13

Date

Signature

Title

Date

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

H. Davis Cole & Associates, LLC
Name of Subcontractor

St. Bernard Parish Street Rehabilitation
Project Name and Number Program

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000), and

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Howard Davis Cole Managing Member
Name & Title of Signer (Print or Type)

Signature

Date 3/19/13

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING April 1, 2013 through March 31, 2014

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*
Professional Services	1	113,250	0	0
Geotechnical Testing	1	52,235	0	0

* The Project Area is coextensive with the ~~City~~ Parish of St. Bernard's boundaries.

Digital Engineering & Imaging, Inc.

Company

St. Bernard Parish Street Rehabilitation Program

Project Name

Project Number

EEO Officer (Signature)

3/15/13

Date

TABLE B-
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/ Supervisors	1	1	0	0
Professionals	2	2	0	0
Technicians				
Housing Sales/ Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Apprentices				
Maximum No. Trainees				
Others				
TRADE:				
Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City of St. Bernard whose family income does not exceed 80% of the median income in the State.

H. Davis Cole & Associates, LLC
Company

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Professional Services Industries, Inc.
Name of Subcontractor

St. Bernard Parish Street Rehabilitation Program
Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000), and

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

DAVID LOYLESS - PROJECT MANAGER
Name & Title of Signer (Print or Type)

Signature

3/18/13
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
John M Parr
3220 Williams Blvd
Kenner, LA 70065

CONTACT NAME: Sarah Lyn McInnis
PHONE (A/C, No, Ext): 504-464-7276 FAX (A/C, No): 504-466-9465
E-MAIL ADDRESS: Sarah.McInnis.IE27@StateFarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DIGITAL ENGINEERING
527 W ESPLANADE AVE STE 200
KENNER LA 70065-2568

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY	Y	Y	011 3921-A26-18I	07/26/2012	07/26/2013	COMBINED SINGLE LIMIT (Ea accident)	$
	X ANY AUTO			056 1493-D23-18D	10/23/2012	10/23/2013	BODILY INJURY (Per person)	$ 1,000,000
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, LA 70043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (225) 295-2995 Fax: (225) 368-2145

ALEXANDER & SANDERS INSURANCE AGENCY, INC.
4610 BLUEBONNET BLVD., SUITE A
BATON ROUGE LA 70809

CONTACT NAME: Wyatt Sanders
PHONE (A/C, No, Ext): (225) 295-2995 FAX (A/C, No): (225) 368-2145
E-MAIL ADDRESS: wyatt@alexsand.com
PRODUCER CUSTOMER ID: 1105

INSURED

DIGITAL ENGINEERING & IMAGING, INC.
527 W ESPLANADE AVE #200
KENNER LA 70065

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	
INSURER B : American Casualty Company of Reading, PA	
INSURER C : CNA	
INSURER D: Travelers	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 42635 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	X	X	B2099988417*	03/25/13	03/25/14	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							
	NON-OWNED AUTOS							$
								$
C	X UMBRELLA LIAB X OCCUR			B4027054816	03/25/13	03/25/14	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	XVMPJUB 6237Y44A**	03/25/13	03/25/14	X WC STATU-TORY LIMITS OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE-POLICY LIMIT	$ 2,000,000
A	Professional Liability, Claims Made Form			DPR9691700	06/20/12	06/20/13	$2,000,000 Each Claim & Aggregate	
	Retroactive Date: 06/20/1994						$150,000 Each Claim Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, Louisiana 70043 USA

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wyatt M. Sanders

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SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #42635

DATE
MAR 11 2013

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CONSULTING ENGINEER - FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

*St. Bernard Parish Government, its officers, agents, employees and volunteers are included as Additional Insured on General Liability Policy along with a Waiver of Subrogation when required by written contract. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.
**Workers Compensation includes a Waiver of Subrogation when required by written contract USL&H coverage is included.
30 Day Notice of Cancellation has been requested for General Liability,Worker's Compensation and Professional Liability policies in accordance with the attached endorsements- pending status to be confirmed upon receipt of endorsements.