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Description : PROJECT COMPLETE PROGRAM ADMINISTRATION/PROGRAM COORDINATION PROCESS RELATED TO FEMA FUNDED CAPITAL REPAIRS

Recorded Information

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PROFESSIONAL SERVICES AGREEMENT BETWEEN
ST. BERNARD PARISH AND H. DAVIS COLE & ASSOCIATES, LLC

THIS IS AN AGREEMENT made as of August 1, 2014, between St. Bernard Parish ("OWNER") and H. Davis Cole & Associates, LLC. ("ENGINEER").

OWNER desires to complete the Program Administration / Program Coordination process related to FEMA Funded Capital Repairs for Hurricanes Katrina and Rita for the St. Bernard Parish Government as required by the State of Louisiana GOSHEP and FEMA policies and procedures (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed with the Services described in Article 1 below.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.

2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably after review by Owner.

2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three (3) months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised. Engineer shall present any adjustment of rates and amounts of compensation owed to OWNER for review.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.4 Assist ENGINEER by providing all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to the Project, all of which ENGINEER shall be entitled to rely upon.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or non-conformance in ENGINEER's Services or in the work of any Contractor.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.

4.1.2 Invoices for Services will be prepared in accordance with OWNER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices will be paid within sixty (60) days after receipt.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement shall be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of Construction Cost, as applicable to the Services, provided for herein 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 engineer 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 the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of Construction Cost prepared by ENGINEER.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice.

In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination.

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER 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.

5.4.2 OWNER will rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, as the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the OWNER will be deemed to have accepted the data thus transferred. Any transmittal errors detected within the sixty (60)-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER 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 ENGINEER.

5.4.5 OWNER will 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 will 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.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER will compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of Louisiana. All disputes shall be litigated in the 34th Judicial District Court.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability
See Exhibit B.

5.8 Successors and Assigns

5.8.1. 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 5.8.2, 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.

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. 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.

5.9 Notices
Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation 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.

5.11 Changed Conditions
If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly

to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. 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 as defined in Article 6, 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.

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 thirty (30) days' notice.

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, so 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.

5.13 Insurance
See Exhibit B.

5.14 Discovery
NOT USED.

5.15 Nondiscrimination and Affirmative Action
In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure
Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods,

explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term *"defective"* will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 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")l [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. §v1251 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.

6.1.4 Construction Cost –Not Applicable.

6.1.5 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses.
NOT USED.

6.1.9 Resident Project Representative – Not Applicable.

6.1.10 Standard General Conditions – Not Applicable.

6.1.11 Total Project Costs – Not Applicable.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A to Agreement between Owner and Engineer (Program Administration / Program Coordination Services for FEMA Funded Capital Repairs – Hurricanes Katrina and Rita)

Exhibit B Insurance Requirements

This Agreement (consisting of Pages 1 to 8 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

St. Bernard Parish

By: David E. Peralta

Title: Parish President

Date:

Address for giving notices:

St. Bernard Parish

8201 West Judge Perez Drive

Chalmette, LA 70043

ENGINEER:

H. Davis Cole & Associates, LLC

By: H. Davis Cole, P.E

Title: Managing Member / Principal Engineer

Date: 8/8/14

Address for giving notices:

H. Davis Cole & Associates, LLC

1340 Poydras Street, Suite 1850

New Orleans, LA 70112

EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(Program Administration / Program Coordination Services for FEMA Funded Capital Repairs – Hurricanes Katrina and Rita)

This is an exhibit attached to and made a part of the Agreement dated August 1, 2014, between St. Bernard Parish (OWNER) and H. Davis Cole & Associates, LLC. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

Complete the Program Administration / Program Coordination services related to Hurricanes Katrina and Rita for St. Bernard Parish Government as required by the State of Louisiana GOSHEP and FEMA policy and procedures. ENGINEER will assist OWNER in completing all remaining activities related to the Program Administration / Program Coordination process as deemed necessary by OWNER. Tasks provided for Program Administration / Program Coordination will follow FEMA Policy Guidance.

CONSULTANT shall provide expert assessment and management of FEMA funded projects and perform grants administration functions. The following are scope items to be performed:

Task 1 - Administration of FEMA Approved Projects:

- Prepare Project Worksheet version/amendment requests where applicable for submission to GOHSEP
- Develop new Project Worksheets for damages not previously captured where applicable for submission to GOHSEP
- Assist OWNER review Project Worksheets received from FEMA and draft recommendation for acceptance or rejection
- Attend coordination meetings with FEMA, GOHSEP, Parish, and stakeholders as needed to discuss status of PWs, PW versions required, funding constraints, or other FEMA related matters
- Assist OWNER in documenting reimbursable activities
- Review pay requests for services, contracting services, and force account time and materials expenses relating to COI/DAC for compliance with FEMA requirements
- Prepare additional documentation and develop strategy to support PW appeals or arbitration cases
- Perform reviews of procurement to date and assess procurement for eligibility
- Assist OWNER review cost estimates for projects and proposed change orders for cost reasonableness, assist identify any potential non-FEMA funded costs, and ensure all necessary project elements are accounted for and quantified
- Assist in managing a reporting protocol and procedures for Parish Administration and Council as necessary
- Advise OWNER and OWNER's representatives on FEMA disaster recovery issues and FEMA Public Assistance policy
- Coordinate efforts with OWNER or OWNER selected close-out consultant as requested by OWNER
- Identify potential eligibility hurdles to recovery and coordinate their resolution

Services provided for the activities above will be for all FEMA related work to be performed in St. Bernard Parish with the exception of Category A and B activities, unless specifically requested, and the review and approval of any invoices submitted by CONSULTANT.

Task 2 – Project Management Activities:

- Assist OWNER in any necessary revisions to standard front end bidding documents related to FEMA projects
- Assist OWNER develop new or modify existing technical specifications related to FEMA projects
- Review A/E agreements, scope and fee schedules for remaining active projects for compliance with the scope of services in the project PW
- Provide conceptual design services as needed for any repair or replacement projects not currently under design
- Maintain schedule of all program and project milestones based on OWNER needs and provide periodic updates
- Assist OWNER review preliminary and final design packaged submitted by third party consultants to confirm designs are in accordance with A/E scope of services, in compliance with OWNER recognized codes and standards, and that eligible and OWNER requested items of work are captured
- Assist OWNER to ensure third party design and bid packages are in accordance with OWNER defined standards for design, drafting, specifications and other OWNER established standards
- Perform cursory review of project bid packages and addendums by third party consultants
- Assist OWNER in review of bid advertisements and instructions to bidders for compliance with local, state and federal procurement policies
- Assist OWNER in the procurement of architectural/engineering services through development of request for qualifications and review of final selection for projects not currently under design
- Attend project bid openings and assist OWNER as requested with bid opening proceedings
- Review bid tabulations and award recommendations provided by OWNER or third party consultant
- Review schedule of values and project opinions of probable cost for compliance with available funding sources
- Assist OWNER and OWNER third party consultants identify potential environmental concerns and any necessary permits for implementation of recovery projects
- Assist OWNER in processing construction contracts from bid opening through contract award and execution
- Evaluate field changes and change orders as proposed and provided by third party consultants with appropriate OWNER department to confirm appropriateness of scope and cost changes
- Review project schedules for compliance with contract documents and overall program schedule
- Assist OWNER identify problems with project implementation and identify corrective actions
- Assist OWNER review proposed A/E amendments as needed for project scope changes
- Assist OWNER is processing changes orders through execution
- Review A/E and contractor pay requests for conformance with signed agreements, payment schedules, and the scope of work and funding allowed within the current Project Worksheet

- Attend periodic project progress meetings
- Perform periodic field visits with A/E and construction contractors as needed for review of construction activities, review identified additional damages, ensure work performed complies with project plans and specifications, identify potential deficiencies in quality of work, confirm progress of individual projects, and confirm accuracy of pay requests
- Participate in substantial completion and final project inspections with OWNER and third party consultants
- Review punch lists and associated punch work cost received from third party consultants
- Assist OWNER process needed substantial completion and final acceptance documentation
- Review final as-builts provided by third party for compliance with contract and OWNER requirements
- Assist OWNER in maintaining an OWNER supplied document management system for documents associated with the project management services performed for the recovery projects
- Coordinate efforts with OWNER or OWNER selected close-out consultant as requested by OWNER
- Provide technical assistance as needed to facilitate efficient and effective project close-out

All specific project related project and grants management activities shall be tracked by Project Worksheet (PW) for each individual project where applicable, with relevant time and task descriptions as back up documentation to be included in the invoices to the OWNER.

CONSULTANT will collect and store hard copy documents for FEMA related projects in a location designated by OWNER for review/use by St. Bernard Parish Government and project staff. The collection and storage of electronic and hard copies of documents will be coordinated with the OWNER selected Close-Out Consultant.

The ENGINEER will work collaboratively with the OWNER selected Close-Out Consultant on tasks where the Project Administration / Project Coordination services intersect and overlap the Close-Out services.

2.0 OWNER'S RESPONSIBILITIES

- OWNER shall make the existing FTS and DMS accessible for the ENGINEER's use. OWNER shall provide access to as any many staff and their computer equipment as the ENGINEER deems necessary.
- OWNER shall make accessible staff from its Finance Department at a minimum on a weekly basis to review outstanding issues and document needs from the ENGINEER.
- OWNER shall attend monthly progress meetings with GOHSEP and FEMA to support critical areas that need to be addressed. OWNER will review weekly updates prior to attendance of the monthly meetings.

3.0 TIME PERIOD FOR PERFORMANCE

All tasks shall be initiated upon receipt of a Notice to Proceed from the Owner. Initial contract term shall be four (4) years with potential for two (2) one year extensions if mutually agreeable to both parties.

4.0 METHOD OF PAYMENT

The current amount of funding available to OWNER is $500,000. The parties acknowledge that the total cost to complete the total Scope of Services has not been established at this time but will exceed this current funding. OWNER agrees to pay for Services rendered by ENGINEER up to the amount of $500,000, based on the hourly rate fee schedule provided below. Project costs shall not exceed the funded amount without an amendment to this Agreement; provided that the parties agree that this Agreement shall be amended as funding becomes available to complete the Scope of Services and that the work covered by Scope of Services contained within this Agreement shall not be subject to a re-procurement process. OWNER shall not pay for any other costs except for the hourly rate schedule below.

5.0 SPECIAL PROVISIONS

The following special provisions and/or other considerations or requirements are applicable to this Agreement:

All project costs will be tracked by individual Project Worksheet (PW) number. For work under each PW number, activities will be tracked by the tasks indicated above for each individual working on the project.

6.0 HOURLY RATES

Position	Hourly Rate Per Position*
Project Manager / Professional Engineer (PE)	$195.00
Project Manager	$180.00
FEMA Liaison	$170.00
Document Control Coordinator	$ 70.00

***All hourly rates are inclusive of all expenses and presumes ENGINEER will provide for its own office space. All rates are good through the end of 2015. Rates beyond 2015 shall be escalated at a rate of 3% annually. Any hourly rates for positions not addressed above shall be as mutually agreed to OWNER and ENGINEER.**

Exhibit B

Insurance Requirements

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of $1,000,000.Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. Commercial General Liability

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for ENGINEER's obligation assumed hereunder, Independent ENGINEERs Coverage, Premises/Operations and Products/Completed Operations. There shall be 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 there from.

3. Environmental Pollution Liability –Not Applicable

~~Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than $1,000,000 per claim. This policy should be on an Occurrence basis. Coverage should include the ENGINEER's self-performed work and extend to that of their ENGINEERs.~~

~~A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.~~

4. Commercial Automobile Liability

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 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.

5. Excess Umbrella

Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

6. Aircraft & Watercraft Liability – Not Applicable

~~When used by ENGINEER in connection with the work described hereunder, such insurance to include all leased, hired or other non-owned aircraft or watercraft.~~

~~Minimum Liability Limits: Aircraft: $1 0,000,000 Watercraft: $ 5,000,000~~

~~Watercraft to have "In Rem" endorsement.~~

7. Professional Liability (Errors & Omissions) Insurance

Insurance shall be maintained appropriate to the ENGINEERs profession, with limits no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate. St. Bernard Parish Government does not have to be named as an additional Insured on this policy.

8. Builder's Risk – Not Applicable

~~Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 1020, Broad Form Causes of Loss (extended, if necessary, to include "all perils" of wind, named storm, earthquake, flood collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and ENGINEERs' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.~~

~~The policy must include coverage for the Owner, ENGINEER and any subENGINEERs as their interests may appear.~~

~~The ENGINEER shall:~~

~~a. Be responsible for all deductibles and self-insured retentions;~~

~~b. Be responsible for all work in progress until final completion;~~

~~c. Procure and maintain for the duration of the work and until acceptance by owner, an All Risk Builders Risk Policy, including flood and Named Windstorms;~~

~~d. Name the St. Bernard Parish Government as a Loss Payee or Named Insured;~~

~~e. Provide proof of coverage.~~

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The ENGINEER shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISION

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.

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 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.

f. If the ENGINEER does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the ENGINEER is liable for any losses or delays. ENGINEER shall have 20 days to cure any defect under this subsection.

D. 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 AM. Best's rating of A-:VI or higher.

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

E. 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 request complete certified 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.

F. SUBENGINEERS

ENGINEER shall include all subENGINEERs as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subENGINEER. SubENGINEERs shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subENGINEER's Certificates at any time.

G. 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 will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and 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 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 ENGINEER 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.

H. Indemnification/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 (the "Indemnified Parties"), from and against any and all claims, damages, expenses, and liability (including, without limitation, reasonable attorney's fees and disbursements) arising out of injury or death to any person or the damage, loss or destruction of any property ("Losses"), arising out of or in connection with any negligent acts or omissions of ENGINEER, its agents, servants, and employees, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided that ENGINEER shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Indemnified Parties.

ENGINEER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action for which ENGINEER is responsible under this Section, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are proven to be groundless, false or fraudulent.