



St. Bernard Parish Government

8201 West Judge Perez Drive
Chalmette, Louisiana 70043
504-278-4331 504-278- 4330(fax)

Guy McInnis
Parish President

REQUEST FOR VIEWING AND/OR RECEIVING PUBLIC RECORDS

Name: Rachael Hunter Date: July 15, 2016

Phone No. 225-439-3931 Email Address: rhuntercri@gmail.com

Address: 429 South Donmoor Avenue, Baton Rouge, LA 70806
Street City/State Zip Code

Records Requested:

I would like a copy of the contract between Providence Engineering and St.

Bernard Parish Government for monitoring the Riverbend assimilation wetland.

FOR OFFICE USE ONLY:

Received by SBPG: _____

RECEIVED
JUL 15 2016
Date: PRESIDENT'S OFFICE

Date received by Requester: _____

Cost: \$ _____

Payment method: Check Money Order

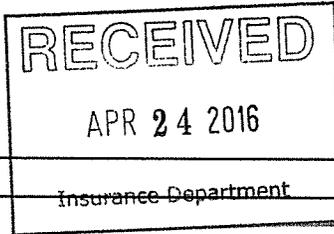
NOTE:

Anyone requesting records are required to pay \$.25 per page after the first four (4) pages.

St. Bernard Parish Conformed Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

Received From :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043



First MORTGAGOR
ST BERNARD PARISH

First MORTGAGEE
PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC

Index Type : MORTGAGES

File Number : 600113

Type of Document : AGREEMENT

Book : 1799 **Page :** 264

Recording Pages : 22

Description : PROJECT -WETLAND DISCHARGE MONITORING SERVICES

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana

On (Recorded Date) : 04/19/2016

At (Recorded Time) : 10:57:28AM



Doc ID - 007653910022

Return To :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of February 25, 2016 between St. Bernard Parish ("OWNER") and Providence Engineering and Environmental Group LLC. ("ENGINEER").

OWNER intends to obtain wetland discharge monitoring services and environmental consulting services for the Riverbend Oxidation Pond Discharge to the Poydras-Verret wetlands. (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 design or construction of 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 incurred 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, are 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”)| [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 - ♦
The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's 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 Article 3. Construction Cost is one of the items comprising Total Project Costs.
- 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 USED
- 6.1.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No. The Standard General Conditions shall be provided by the Owner) of the Engineers Joint Contract Documents Committee.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.1.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

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 (Project Management and Engineering Oversight)

Exhibit B Insurance Requirements

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

This Agreement (consisting of Pages 1 to 9 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:


By: Guy S. McInnis *160*
Title: *President - SBPG*
Date: *4/13/16*

ENGINEER:


By: *Mh*
Title: *Principal*

Date: *3-24-16*

Address for giving notices:

8201 West Judge Perez Drive

Chalmette, LA 70043

Address for giving notices:

1201 Main St.

Baton Rouge, LA 70802

EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
WETLAND DISCHARGE MONITORING SERVICES

This is an exhibit attached to and made a part of the Agreement dated February _____, 2016, between St. Bernard Parish (OWNER) and Providence Engineering and Environmental Group, LLC (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

For the Riverbend Oxidation Pond wetland discharge (Project A4) the ENGINEER will perform Tasks 1 through 3 below. For the Central Wetlands Unit Wetlands Assimilation Project (Project A2) ENGINEER will perform Tasks 4 through 5.

Task 1.0 Project A4 -Draft Permit Assistance

As per discussions with Louisiana Department of Environmental Quality (LDEQ) personnel, the handful of wetland assimilation permits currently in process by the Department are set to be issued in the first few months of 2016. OWNER has asked ENGINEER to assist with review and preparation of comments to the Louisiana Pollutant Discharge Elimination System (LPDES) permit upon draft issuance by LDEQ. ENGINEER assumes 10 hours of effort will be adequate to provide assistance to the OWNER to provide a technical review of the draft permit and preparation of comments if necessary.

Task 2.0 Project A-4 Pre-Permit Sample Plot Installation

ENGINEER assumes that annual monitoring will be required in calendar year 2016. Prior to beginning monitoring required under the LPDES permit, ENGINEER will need to re-establish and re-construct the required 10 meter (m) by 10 m sample plots. Reconstruction of the sample plots includes the installation of PVC sample plot poles, Feldspar markers, leaf litter collection devices (if applicable), adaptive management controls for nutria, and a water level data logger. ENGINEER will purchase and install two the Global Water Level Recorders that will allow the water level data to be collected autonomously without having to send personnel and an air boat out to collect the data readings quarterly. The cost for the two Global Water Level Recorders, is included in the estimate below.

The installation of the above equipment early in 2016 will ensure St. Bernard is prepared to begin the required wetland monitoring upon permit issuance.

Based on review of the sample plot locations, and discussion with OWNER representatives, an airboat is required to access each of the four sample plots in the wetlands assimilation area. ENGINEER understands that the OWNER may have access to an airboat through other OWNER Departments that can be utilized to transport ENGINEER personnel and equipment to the sample plots. If a OWNER supplied airboat is not available, rental cost for the airboat is assumed to be approximately \$1,500 per rental (rental fee plus gas) in addition to the below estimated cost estimate.

Task 3.0 Project A4 - Annual Data Collection Activities for Year One Permit Monitoring

As per information provided by the LDEQ, quarterly measurements of surface water elevation will be required from both the control site and the treatment area. ENGINEER proposes to collect routine water level measurements at the near treatment site and control sample site using automatic water level recorders. The data is referenced to the ground so that positive values indicate flooding and negative values indicate a subsurface groundwater table. ENGINEER will establish a temporary benchmark that will be used to reference the elevation for the water level measurements. ENGINEER proposes to install a Global Water Level Recorder in a PVC still well at the control sample site and the

near treatment site to collect the required flooded/subsurface water elevations. Installation of the Global Water Level Recorders will allow the data to be collected autonomously without having to send personnel and an air boat out to collect the data readings quarterly. Data from the recorders will be downloaded during the required semiannual sampling efforts.

ENGINEER will collect semiannual surface water quality samples at each of the four sample plots (near, mid, far, and control). Composite samples from each of the four sites will be obtained and sent for laboratory analysis. Samples will be acquired in accordance with United States Environmental Protection Agency (USEPA) regulation and guidance. *In situ* measurements will be obtained for pH, temperature, and Dissolved Oxygen (DO). All other required parameters including nutrients, 5-day Biochemical Oxygen Demand (BOD₅), and Total Suspended Solids (TSS) will be analyzed by a contract laboratory using USEPA-approved methods. ENGINEER will sub-contract directly with Pace Analytical Services of St. Rose, LA to conduct the required analyses.

Because the Poydras-Verret wetland assimilation area is not currently a forested wetland, net production in areas dominated by non-woody herbaceous vegetation is determined by end of season live (EOSL) biomass analysis. ENGINEER will conduct sampling during the fall, typically late September or early October. At least five 0.06 m² clip plots will be taken at each site using randomly placed quadrants. Vegetation within the quadrant will be cut as close to the surface as possible, stored in labeled paper bags, brought back to the laboratory, and refrigerated until processing. Live material will be separated from the dead material and dried at 60° Celsius (C) to a constant weight. All data will be presented on a live dry weight per square meter basis (g dry wt m²) for use in the annual report. As discussed in Task 2.0 above, ENGINEER plans to install adaptive management control structures in each sample plot and the control plot to determine if any nutria damage is present within the wetlands. Any evidence of nutria damage will be recorded and reported to the OWNER for inclusion in the annual report.

An airboat is required to access to each of the four sample plots in the wetlands assimilation area for sample/data collection. ENGINEER understands that the OWNER may have access to an airboat through other OWNER Departments that can be utilized to transport ENGINEER personnel and equipment to the sample plots. If a OWNER supplied airboat in addition to the below estimated cost.

Task 4.0 Project A-4 Pre-Permit Sample Plot Installation

ENGINEER assumes that annual monitoring will be required in calendar year 2017. Prior to beginning monitoring required under the LPDES permit, ENGINEER will need to establish and construct the required 10 meter (m) by 10 m sample plots. Reconstruction of the sample plots includes the installation of PVC sample plot poles, Feldspar markers, leaf litter collection devices (if applicable), adaptive management controls for nutria, and a water level data logger. ENGINEER will purchase and install two the Global Water Level Recorders that will allow the water level data to be collected autonomously without having to send personnel and an air boat out to collect the data readings quarterly. The cost for the two Global Water Level Recorders, is included in the estimate below.

The installation of the above equipment early in 2017 will ensure St. Bernard is prepared to begin the required wetland monitoring upon permit issuance.

Based on review of the sample plot locations, and discussion with OWNER representatives, an airboat is required to access each of the four sample plots in the wetlands assimilation area. ENGINEER understands that the OWNER may have access to an airboat through other OWNER Departments that can be utilized to transport ENGINEER personnel and equipment to the sample plots. If a OWNER supplied airboat is not available, rental cost for the airboat is assumed to be approximately \$1,500 per rental (rental fee plus gas) in addition to the below estimated cost estimate.

Task 5.0 Project A4 - Annual Data Collection Activities for Year One Permit Monitoring

As per information provided by the LDEQ, quarterly measurements of surface water elevation will be required from both the control site and the treatment area. ENGINEER proposes to collect routine water level measurements at the near treatment site and control sample site using automatic water level recorders. The data is referenced to the ground so that positive values indicate flooding and negative values indicate a subsurface groundwater table. ENGINEER will establish a temporary benchmark that will be used to reference the elevation for the water level measurements. ENGINEER proposes to install a Global Water Level Recorder in a PVC still well at the control sample site and the near treatment site to collect the required flooded/subsurface water elevations. Installation of the Global Water Level Recorders will allow the data to be collected autonomously without having to send personnel and an air boat out to collect the data readings quarterly. Data from the recorders will be downloaded during the required semiannual sampling efforts.

ENGINEER will collect semiannual surface water quality samples at each of the four sample plots (near, mid, far, and control). Composite samples from each of the four sites will be obtained and sent for laboratory analysis. Samples will be acquired in accordance with United States Environmental Protection Agency (USEPA) regulation and guidance. *In situ* measurements will be obtained for pH, temperature, and Dissolved Oxygen (DO). All other required parameters including nutrients, 5-day Biochemical Oxygen Demand (BOD₅), and Total Suspended Solids (TSS) will be analyzed by a contract laboratory using USEPA-approved methods. ENGINEER will sub-contract directly with Pace Analytical Services of St. Rose, LA to conduct the required analyses.

Because the Poydras-Verret wetland assimilation area is not currently a forested wetland, net production in areas dominated by non-woody herbaceous vegetation is determined by end of season live (EOSL) biomass analysis. ENGINEER will conduct sampling during the fall, typically late September or early October. At least five 0.06 m² clip plots will be taken at each site using randomly placed quadrants. Vegetation within the quadrant will be cut as close to the surface as possible, stored in labeled paper bags, brought back to the laboratory, and refrigerated until processing. Live material will be separated from the dead material and dried at 60° Celsius (C) to a constant weight. All data will be presented on a live dry weight per square meter basis (g dry wt m²) for use in the annual report. As discussed in Task 4.0 above, ENGINEER plans to install adaptive management control structures in each sample plot and the control plot to determine if any nutria damage is present within the wetlands. Any evidence of nutria damage will be recorded and reported to the OWNER for inclusion in the annual report.

An airboat is required to access to each of the four sample plots in the wetlands assimilation area for sample/data collection. ENGINEER understands that the OWNER may have access to an airboat through other OWNER Departments that can be utilized to transport ENGINEER personnel and equipment to the sample plots. If a OWNER supplied airboat in addition to the below estimated cost.

SCHEDULE

ENGINEER can begin this scope of work upon receiving a notice to proceed from the OWNER. Tasks 1 and 2 shall be completed upon 4 weeks of receipt of the notice to proceed. Task 3 shall be performed at times mutually agreeable to the OWNER and ENGINEER. Data shall be made available to the OWNER for a semi-annual sampling event within four (4) weeks of the ENGINEER conducting the event. Tasks 4 and 5 shall be initiated under a separate notice to proceed and the schedule shall be as mutually agreeable to the OWNER and ENGINEER.

2.0 OWNER'S RESPONSIBILITIES

Owner is to provide the access and tools necessary to complete the scope of work as described in Part 1.0 above, including but not limited to records and data as requested by Engineer, levee and property access, and air boat services.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows: January 1, 2016 to December 31, 2016, unless otherwise extended by Owner.

4.0 METHOD OF PAYMENT

The estimated cost for ENGINEER to complete this scope of work is \$15,250 for year one (January to December 2016), with the option to continue Task 3.0 services for an additional two years at a not to exceed cost of \$9,000 per year. Air boat rental costs shall be an additional \$1,500 per day plus gas, if required.

ENGINEER proposes to perform this project on a strict time-and-materials basis and will invoice monthly in accordance with the rate schedule provided under Paragraph 5.0 below.

If the required level of effort is greater than that outlined in this scope of work, ENGINEER will notify OWNER as early as possible and discuss adjustments to the budget according to the circumstances that require the higher level of effort. ENGINEER will not proceed on activities that appear out of project scope or level of effort anticipated in this proposal without first discussing the needed or recommended activities with OWNER and obtaining approval.

A not to exceed fee shall be established for Tasks 4 and 5 that is mutually agreeable to the OWNER and ENGINEER prior to initiating services.

5.0 SPECIAL PROVISIONS

The following special provisions and/or other considerations or requirements are applicable to this Agreement. All services will be performed on an hourly rate plus expenses based upon the rates provided below.

Classification	Title of Staff	Hourly Rate
E01	Field Technician	\$61
E02	Environmental Technician	\$78
E03	Senior Environmental Technician	\$90
E04	Field Environmental Specialist	\$102
E11	Environmental Scientist I	\$110
E12	Environmental Scientist II	\$125
E13	Environmental Scientist III	\$135
E14	Environmental Scientist IV	\$145
E15	Environmental Scientist V	\$150
E20	Sr Environmental Scientist/ Project Mgr	\$162
E21	Senior Project Manager	\$172
E23	Project Director	\$175
E30	Principal	\$205

Expenses

Vehicles.....	IRS Standard Mileage Rate
Air Boat Rental	\$1,500 per day plus gas
Items Not Listed/Special Request Items.....	Cost Plus 10%
Lodging, Flights, and Travel Expenses.....	Cost Plus 10%

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 Engineer's 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

~~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 contractors.~~

~~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

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 Engineer's 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

~~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 subcontractors 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. SUBCONTRACTORS

Engineer shall include all subcontractors as insureds 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.

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 Contractor, 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 defense to or prosecuting the same; provided the Engineer shall not be responsible for that portion, if any, of a Loss that is caused by 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	CONTACT NAME: Kristen Morgan Robichaux PHONE (A/C No., Ext): 225-292-3515 E-MAIL ADDRESS: kristen_morgan@ajg.com	FAX (A/C, No): 225-292-3893
	INSURER(S) AFFORDING COVERAGE	
INSURED Providence Engineering and Environmental Group LLC Providence Holding Group, LLC 1201 Main Street Baton Rouge LA 70802	INSURER A: Aspen Specialty Insurance Company 10717	
	INSURER B: Louisiana Workers' Compensation Cor 22350	
	INSURER C: Old Republic Insurance Company 24147	
	INSURER D: Milwaukee Casualty Insurance Compan 26662	
	INSURER E: INSURER F:	

MD 4/15/10

COVERAGES CERTIFICATE NUMBER: 2050006143 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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	Y	Y	ERACLJ215	4/13/2015	4/13/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 S
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MPP1010962	4/13/2015	4/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S S
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$NONE	Y	Y	EXACLJ315	4/13/2015	4/13/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	139075D	4/13/2015	4/13/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Professional Liability WC Multi State Pollution Liability			ERACLJ215 MWC117027 04	4/13/2015 4/13/2015	4/13/2016 4/13/2016	Prof Ea Act/ Aggregat \$1Mil/ \$2Mil WC Multi-State \$1,000,000 Pollu'n Ea. Incident \$1,000,000

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

See Attached...

CERTIFICATE HOLDER St. Bernard Parish 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
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Providence Engineering and Environmental Group LLC Providence Holding Group, LLC 1201 Main Street Baton Rouge LA 70802	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability includes In Rem Endorsement.

Blanket Additional Insured provided if required by written contract with respects to General Liability form #ASPER108 0313., Auto liability form CA990187 (10/13).

Blanket Waiver of Subrogation is provided if required by written contract with respects to General Liability Form ASPER108 0313; Auto Liability form #CA990187 (10/13); and Workers Comp Form #WC000313 & (TX only) #WC420304A.

Professional Liability is written on Claims made basis.

A \$10,000 Deductible per occurrence applies to General Liability.

Primary and Non-Contributory applies as respects to General Liability form ASPER108 0313.

Workers Comp policy includes USL&H form.

Umbrella is follow form and covers Professional Liability.

Maritime:

Company: Underwriters at Lloyds

Policy #PSR082415 Policy term: 4/13/15 to 4/13/16

Limit \$1,000,000 any one person / \$1,000,000 any one accident because of bodily injury by accident or disease, combined single limit.

Deductible \$5,000

Maritime Endorsements include: In Rem Endorsement, Death on the High Seas Act Endorsement, Alternate Employer Endorsement, Blanket Waiver of subrogation if required by written contract.

PROFESSIONAL LIABILITY coverage applies Each Wrongful Act or series of Related Wrongful Acts - \$1,000,000 Each Wrongful Act, \$2,000,000 Annual Aggregate, \$25,000 Deductible Applies.