

# St. Bernard Parish Conformed Copy

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SHREAD KUYRKENDALL & ASSOCIATES INC

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**Description :** PROJECT -PROFESSIONAL SERVICES FOR THE WATER BOOSTER STATION @ REGGIO WATER TOWER

## Recorded Information

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STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of November 9, 2015 between St. Bernard Parish ("OWNER") and Shread-Kuyrkendall & Associates, Inc. ("ENGINEER").

OWNER intends to obtain topographic survey, modeling, geotechnical services, permitting, design, bidding, resident inspection and construction administration services for the Water Booster Station at Reggio Water Tower. (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 34<sup>th</sup> 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. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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 - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

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.

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♦ 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

Exhibit B Insurance Requirements

Exhibit C to Agreement between OWNER and ENGINEER  
(Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative)

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♦ 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:

ENGINEER:



By: David E. Peralta

By: Richard R. Shread

Title: Parish President

Title: President

Date: 11/9/15

Date: 11/9/15

Address for giving notices:

Address for giving notices:

8201 West Judge Perez Drive

Shread-Kuyrkendall & Associates, Inc.

Chalmette, LA 70043

13016 Justice Avenue

Baton Rouge, LA 70816

EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES FOR  
THE WATER BOOSTER STATION AT THE REGGIO WATER TOWER

This is an exhibit attached to and made a part of the Agreement dated November 9, 2015, between St. Bernard Parish (OWNER) and Shread-Kuyrkendall & Associates, Inc. (ENGINEER) for professional services.

**1.0 ENGINEER'S SERVICES**

**TASK 1 – Water Distribution Modeling**

The existing water distribution from the Violet Water Tower to Delacroix and Yscloskey shall be modeled. Available models will be reviewed with the Parish prior to initiation of modeling efforts. Costs and capabilities of each model will be reviewed prior to model selection. Input of the existing distribution system in this area shall be updated from the Parish's existing GIS system. The operational parameters for the existing, Violet, Reggio, Delacroix and Yscloskey water towers shall be assessed based upon interviews with existing staff and field visits to the towers. Model will be based upon boundaries established at the Violet Water Tank. Available pressures and water quality at the Violet Tank will be based upon existing records. Demands within the existing system shall be updated based upon current records of active water meters and monthly usage for the last year south of Violet. Usage records will be cross-checked with a google earth (2013) review of existing properties. Records will be analyzed for variations in seasonal usage and differences between weekend and week day usage.

Model will be calibrated utilizing up to six fire hydrants tests. The tests will be performed by Parish staff, with engineering measuring associated changes in system pressures. Model runs shall be performed to assess overall travel times based upon weekend demands and weekday demands for both peak and low flow seasons. Methods to reduce overall travel times shall be assessed utilizing the model including:

- Insertion of artificial demand points (i.e. blowoff hydrants);
- Changes in existing storage tank operations including placing existing tanks off line;
- Addition of booster pumping at existing storage tanks and/or;
- Appropriate locations for addition of chlorine residual based upon estimated remaining transit time

Based upon modeling efforts, three alternatives shall be presented to the Parish to positively impact current water travel times and associated water quality issues. The proposed alternatives, estimated operational and construction costs, and advantages and disadvantages shall be detailed in a draft technical memorandum for discussion with St. Bernard Parish. A conceptual design workshop shall be provided to discuss the various alternatives and make revisions as required. Based upon this workshop, the technical memorandum will be finalized and include recommended alternative including operational changes, design and construction needs necessary to implement the alternative including an opinion of probable construction cost.

**TASK 2 – Preliminary Design**

The ENGINEER shall provide design of the following estimated \$1.7 million of proposed improvements:

- Four (4) pressure sustaining/TRC stations consists of pressure sustaining valves, TRC monitors and CMU containment structure;
- Booster Station at the Reggio Water Towers consisting of chlorine and ammonium addition equipment, chemical storage, dry chlorine scrubber, booster pumps and emergency generator and associated electrical and instrumentation equipment all within an elevated CMU building;
- Mixing systems and piping modifications at the Reggio, Delacroix & Yscloskey Water Tanks; and
- Approximately 4,500 feet of existing 8 inch diameter water main replacement

OWNER shall provide existing as-built information for the existing water towers and water main installation where available. If not available, ENGINEER, may need to provide additional surveying services to confirm the location of critical elements of the existing infrastructure.

ENGINEER shall provide a thorough review of all information provided to assess any gaps in information, to clarify project requirements, preliminarily assess utility concerns and further understand the scope of the project. ENGINEER shall provide an initial site walk of the project location to understand potential construction constraints. ENGINEER shall identify and coordinate surveying and geotechnical investigation requirements necessary to complete the project. Surveying and geotechnical services shall be performed under the tasks below.

ENGINEER shall provide a preliminary design report detailing the OWNER's requirements for the project and will include as appropriate, schematic layouts, sketches and conceptual design criteria with appropriate exhibits. The report shall include an updated Opinion of Probable cost based the project elements included. The preliminary design report shall also identify any additional information needed from the Owner necessary to complete final design activities.

OWNER shall review the preliminary design report and provide comments and recommended changes. ENGINEER shall address the comments and recommended changes and finalize the report accordingly prior to proceeding to Final Design.

#### TASK 3 – Final Design

ENGINEER shall prepare final drawings indicating the nature and extent of the project based upon acceptance of the preliminary design documents. During final design ENGINEER shall provide a detailed site walk of the proposed construction location to identify any site access constraints, utility conflicts or other items that may impede construction.

ENGINEER shall provide two design review submittals during the Final Design anticipated at 60% and 90% design. OWNER shall provide comments to be addressed by the ENGINEER for both design submittals. For each design submittal an updated Opinion of Probable Cost shall be provided. Upon addressing comments to the satisfaction of the OWNER for the 90% design submittal the plans and specifications may be approved for bidding.

#### TASK 4 – Permitting

Permitting services may be required if the water main to be replaced are within LDOTD ROW or within the coastal zone. Permitting services will be provided by the Engineer based upon acceptance of a separate scope and fee proposal developed for review by the Owner. Services will only be provided if mutually acceptable to the Owner and Engineer.

#### TASK 5 – Bidding

Upon approval of the final plans and specifications for bidding ENGINEER shall prepare plans and specifications for reproduction. ENGINEER will prepare the Agenda and arrange a pre-bid conference. ENGINEER will provide and issue addendum for distribution as required. ENGINEER will attend the bid opening and provide a tabulation of bids and recommendation for OWNER review and approval. The ENGINEER shall coordinate all bidding activities with the OWNER and OWNER's Program Manager.

#### TASK 6 – Construction Administration Services

ENGINEER will provide the following services during construction:

- Arrange, attend and provide minutes for pre-construction meeting and monthly construction progress meetings.
- Provide all shop drawing reviews and respond to all requests for information (RFIs).
- Review and approve monthly contractor pay requests based upon field reports to be provided and confirmed by the OWNER's Program Manager.

- Provide periodic site visits as required to confirm status of project.
- Evaluate and review all field changes and changes orders and provide recommendations for OWNER and/or OWNER's Program Manager approval as appropriate.
- Attend substantial completion and final inspection walk-throughs and prepare the punch list based upon the substantial completion walk-through.

**TASK 7 – Resident Project Representative Service**

Engineer shall provide the services of a resident project representative upon request of the Owner. Services to be provided shall be as outlined in Exhibit C of the Agreement. A separate scope and fee proposal will be developed for review and approval by the Owner for each Resident Project Representative assignment requested. Services will only be provided if mutually acceptable to the Owner and Engineer.

**TASK 8 –Surveying and Geotechnical Assistance**

Surveying and geotechnical services will be provided by the Engineer based upon acceptance of a separate scope and fee proposal developed for review by the Owner. Services will only be provided if mutually acceptable to the Owner and Engineer.

**2.0 OWNER'S RESPONSIBILITIES**

- OWNER shall provide the information as indicated under Task 1 above.
- OWNER shall provide timely reviews of all design submittals.

**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:

Execution of this Agreement by the OWNER shall be considered the Notice to Proceed for Task 1. Task 1 shall be completed within sixteen (16) weeks from Notice to Proceed. Task 2 shall be initiated upon completion and acceptance of Task 1 and shall be completed within twelve (12) weeks. Task 3 shall be completed within sixteen (16) weeks of Owner approval and acceptance of the preliminary design report under Task 2. Task 1 and 2 shall be exclusive of OWNER review. Task 5 shall be initiated upon receipt of approval from the OWNER to initiate bidding services. Task 6 shall be initiated upon acceptance of the low bidder and shall be based upon a six (6) month construction time. Tasks 4, 7 and 8 shall be initiated upon acceptance of a separate scope of services proposal by the OWNER.

**4.0 METHOD OF PAYMENT**

The method of payment for Services rendered by ENGINEER shall be as set forth below:

<u>Task</u>	<u>Form of Payment</u>	<u>Amount</u>
1.0	Not to Exceed	\$50,000
2.0	Lump Sum	\$54,409
3.0	Lump Sum	\$72,546
4.0	Not to Exceed	\$15,000
5.0	Lump Sum	\$9,068
6.0	Lump Sum	\$45,341
7.0	Not to Exceed	\$50,379

8.0

Not to Exceed

\$110,000

All lump sum tasks shall be billed at an estimated percent of completion on a monthly basis. Funding allocations are provided for tasks that allow a future scope of services approval to be submitted to the OWNER for approval. For the purposes of this contract the OWNER'S Director of Public Works shall be allowed to provide approval of the scope of services proposals for these tasks.

**5.0 SPECIAL PROVISIONS**

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

Hourly rates and expenses for all hourly rate not to exceed tasks shall be billed according to the rate schedule provided below. Rates provided below shall be valid through December 31, 2015. Rates and labor categories for each subsequent year shall be as mutually agreeable to both the ENGINEER and OWNER, but will at a minimum be escalated 3% per year.

**HOURLY RATE SCHEDULE**

<u>LABOR CATEGORY</u>	<u>RATE</u>
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$200.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician I/CADD Designer	\$95.00/hr
Technician II/CADD Designer	\$85.00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$120.00/hr
Resident Project Representative	\$75.00/hr
O & M Specialist	\$105.00/hr
3-Man Survey Crew	\$165.00/hr
Engineering Technician	\$105.00/hr
Survey Supervisor	\$165.00/hr

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: \$10,000,000 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.

EXHIBIT C TO AGREEMENT  
BETWEEN  
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on \_\_\_\_\_, 2015 between St. Bernard Parish (OWNER) and Shread-Kuyrkendall & Associates, Inc. (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

**A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. Duties and Responsibilities of RPR**

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
  - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

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

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

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

**C. Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2015

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	<b>CONTACT NAME:</b> Beverly Albritton	
	<b>PHONE (A/C, No, Ext):</b> 225-906-0110	<b>FAX (A/C, No):</b> 225-292-2893
<b>E-MAIL ADDRESS:</b> beverly_albritton@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Bridgefield Casualty Insurance Comp		10335
<b>INSURER B :</b> FCCI Insurance Company		10178
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

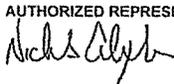
**COVERAGES** CERTIFICATE NUMBER: 254380928 REVISION NUMBER:

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
B	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CPP0021066	9/8/2015	9/8/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA0030707	9/8/2015	9/8/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$0			UMB0021842	9/8/2015	9/8/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	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 N/A	19804974	9/8/2015	9/8/2016	<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

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

See Attached...

<b>CERTIFICATE HOLDER</b>  St. Bernard Parish Government 8201 West Judge Perez Drive Chalmette LA 70043	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Shread-Kuyrkendall & Associates, Inc. 13000 Justice Ave. Suite 16 Baton Rouge LA 70816	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

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

Blanket Additional Insured Provided if required by written contract, written agreement or permit with respects to General Liability (CG 20 26 07/04) and Automobile Liability (CAU 071 01/13.)

Blanket Waiver of Subrogation is provided if required by written contract with respects to General Liability, Auto Liability and Workers Compensation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2015

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).

<b>PRODUCER</b> Alexander and Sanders Insurance Inc 4610 BLUEBONNET BLVD., SUITE A BATON ROUGE LA 70809		<b>CONTACT NAME:</b> Lou Anne Smitherman <b>PHONE (A/C, No, Ext):</b> (225) 295-2995 <b>FAX (A/C, No):</b> (225) 368-2145 <b>E-MAIL ADDRESS:</b> info@alexsand.com	
<b>INSURED</b> Shread-Kuyrkendall & Associates, Inc. 13016 Justice Avenue Baton Rouge LA 70816		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: DPXL - XL Specialty Insurance Co NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

*md  
12/16/15*

**COVERAGES** CERTIFICATE NUMBER: CL1552801282 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Professional Liability</b> Claims Made Form			DPR9723743	5/31/2015	5/31/2016	PER CLAIM	\$ 1,000,000
							AGGREGATE	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ARCHITECT/CONSULTING ENGINEER - FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

<b>CERTIFICATE HOLDER</b> St. Bernard Parish Government 8201 West Judge Perez Drive Chalmette, LA 70043	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wyatt Sanders/RSAND
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