

First MORTGAGOR

ST BERNARD PARISH

First MORTGAGEE

GEC INC

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Recording Pages : 18

Description : PROJECT -PALMISANO BLVD DRAINAGE REPAIRS AND IMPROVEMENTS

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) : 09/27/2011



Doc ID - 007031300018

CLERK OF COURT
HON. LENA R. TORRES
Parish of St. Bernard

I certify that the attached document is a true copy
of the instrument that was filed for registry and
Recorded 09/27/2011

Recorded in Book 1644 Page 791
File Number 556652



Kim P. Stevens
Clerk of Court

/s/ Kim P. Stevens

ENGINEERING SERVICES CONTRACT

This contract ("Contract"), with an effective date of 9/19, 2011, is by and between St. Bernard Parish ("OWNER") and G.E.C., Inc. ("ENGINEER").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 ENGINEER shall perform the services as set forth in Attachment A ("Contracted Services"), incorporated herein by reference, and shall strictly conform with the terms and conditions of this Contract. The services are for the Palmisano Drainage Repairs and Improvements.

2 TERM OF AGREEMENT

2.1 This Contract shall commence on the date first stated above, and ENGINEER is authorized to commence performance of the Tasks listed in Attachment A. In any case, this Contract terminates at the completion of the construction phase of the projects covered by this Contract unless terminated earlier pursuant to the terms and conditions of this Contract. ENGINEER shall complete the Contracted Services in accordance with the time schedule ("Project Schedule") set forth in Attachment A, including any intermediate milestones and phase submittals.

2.2 TIME IS OF THE ESSENCE with regard to the performance of the Contracted Services, specifically including but not limited to any intermediate milestones and phase submittals.

3 COMPENSATION AND PAYMENT

3.1 As compensation for the performance of the Contracted Services ("Compensation"), OWNER will pay ENGINEER in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference. OWNER shall not have any liability for any other expenses or costs incurred by ENGINEER other than as expressly set forth in Attachment B.

4 LIEN WAIVER

4.1 ENGINEER shall promptly pay for all services, labor, materials and equipment used or employed by ENGINEER in the performance of the Contracted Services and shall maintain all materials, equipment, structures, buildings, premises and property of the OWNER free and clear of mechanic's or other liens. ENGINEER shall, if requested, provide OWNER with reasonable evidence that all services, labor, materials and equipment have been paid in full.

5 INDEPENDENT CONTRACTOR

5.1 For purposes of this Contract, ENGINEER is an independent contractor and shall not be deemed to be an employee, agent or joint venture of OWNER. ENGINEER shall be solely responsible for the means and methods for carrying out the Contracted Services.

6 COMPLIANCE WITH THE LAW

6.1 ENGINEER shall comply with all applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Contracted Services ("Law").

7 PERMITS AND LICENSES

7.1 ENGINEER will obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with ENGINEER's performance of Contracted Services.

7.2 OWNER will not charge fees for any in-house permitting requirements.

8 STANDARD OF PERFORMANCE

8.1 ENGINEER shall perform the Contracted Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the project ("Project") is located.

8.2 ENGINEER shall provide additional services needed to correct any defects or deficiencies in the Contracted Services and shall bear all costs related to the correction of ENGINEER's or its subcontractor's defective or deficient performance at no additional cost to OWNER.

9 HEALTH & SAFETY

9.1 ENGINEER acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at the Project Site or otherwise associated with the Contracted Services and ENGINEER shall take appropriate precautions to protect its employees, subcontractors, suppliers and others who may be associated with the performance of the Contracted Services. However, ENGINEER and its subcontractors shall have no responsibility for the discovery, notification to government agencies or affected public, handling, removal or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. In the event ENGINEER encounters asbestos or hazardous materials at the jobsite, ENGINEER may, at its option and without liability for damages, suspend the performance of services on the Project until such time as OWNER and ENGINEER mutually agree on an amendment to this Agreement to address the issue, or OWNER retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous material.

9.2 ENGINEER's employees and the employees of its subcontractors who perform the Contracted Services shall be experienced and properly trained to perform the Contracted Services under such conditions and shall take adequate precautions to protect human health and the environment in the performance of the Contracted Services.

9.3 In event that OWNER observes a potentially hazardous condition relating to the Contracted Services other than the presence of asbestos or hazardous materials at the jobsite, OWNER may bring such condition to the attention of ENGINEER.

9.4 ENGINEER shall be solely and continuously responsible for the health, safety and welfare associated with the Contracted Services at all times and not be limited to normal working hours. The ENGINEER's failure to thoroughly familiarize itself with and account for the aforementioned health and safety provisions and those additional requirements provided by OWNER, if any, will not relieve ENGINEER from the obligations set forth in this Contract.

10 CONTACT WITH REGULATORY AGENCIES

10.1 Except to the extent expressly set forth in this Contract, ENGINEER shall not communicate directly with applicable governmental regulatory agencies with regard to the Contracted Services without prior express authorization from OWNER. ENGINEER shall direct inquiries from governmental regulatory agencies to OWNER for appropriate response.

11 QUALITY CONTROL PLANS

11.1 As required by the Scope of Services, ENGINEER shall execute a quality control plan acceptable to OWNER that ensures the quality of its work products and activities. Prior to starting the performance of the Contracted Services, ENGINEER shall submit its quality control plan for the work products and activities identified in the Scope of Services. Submission of the quality control plan to OWNER will not replace in any way ENGINEER's responsibility for quality control or for its work products and activities. Notwithstanding any review by OWNER, ENGINEER shall be responsible for the quality of the Contracted Services.

12 CHANGE ORDERS

12.1 OWNER may, from time to time, order modifications or changes in the scope of the Contracted Services ("Changes") by written change order (or Task Order), incorporated herein by reference. In addition, Change Orders may be requested by ENGINEER based upon material changes to the Contracted Services. Change Orders shall consist of additions to, deletions from or other revisions or changes to the schedule and to the Contracted Services. Within 10 days after the date of such Change Order or material change, and in any event prior to the commencement of such revised Contracted Services, ENGINEER shall notify OWNER in writing if ENGINEER requests a change

in the Compensation and/or Project Schedule and shall clearly state ENGINEER's justification for the Change Order. If approved by OWNER, an equitable adjustment will be made as appropriate prior to the commencement of such revised Contracted Services. In this agreement, Change Orders may be granted to perform other professional services in order to speed up the recovery of St. Bernard Parish. All change orders must be approved by the Parish President prior to work commencing.

12.2 FAILURE OF ENGINEER TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE SHALL CONSTITUTE A WAIVER OF SUCH CLAIM BY ENGINEER.

12.3 Failure of the parties to agree on whether the Change Order constitutes a compensable change to the Compensation or should result in a change in the Project Schedule shall be subject to the Disputes provisions of this Contract. ENGINEER shall diligently proceed with the Contracted Services as directed by OWNER, including any directed changes or potential changes in the Contracted Services, pending resolution of such Dispute.

13 SUSPENSION OF SERVICES

13.1 OWNER may, at any time, with or without cause suspend all or any portion of the Contracted Services for a period of up to 90 days ("Suspended Services"). ENGINEER shall immediately stop the performance of the Suspended Services, until such time as OWNER issues direction to ENGINEER to resume the Suspended Services. ENGINEER shall take such action as is reasonably necessary to protect the Suspended Services and take such additional action as directed by OWNER. An equitable adjustment may be made in accordance with the Change Order procedures of this Contract.

14 FORCE MAJEURE

14.1 OWNER shall not be responsible for delay in the performance of its obligations under this Contract caused by a force majeure event. To the extent that Contracted Services are delayed by a force majeure event, ENGINEER will be entitled to an equitable adjustment. For purposes of this Contract, a "force majeure event" is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances or acts of any governmental agencies.

15 TERMINATION FOR CONVENIENCE

15.1 All or part of this Contract may be terminated by OWNER for its convenience by twenty (20) days written notice to ENGINEER. In such event, ENGINEER will be entitled to Compensation for Contracted Services performed up to the date of termination. ENGINEER shall not be entitled to compensation or profit for Contracted Services not performed.

16 TERMINATION FOR DEFAULT

16.1 OWNER may at any time, by written notice, terminate the whole or any part of this Contract for default ("Termination for Default") upon failure of ENGINEER to promptly cure such default in such time as OWNER may reasonably allow. For the purposes of this Contract, default includes but is not limited to: (i) failure to strictly adhere to the terms and conditions of this Contract; (ii) failure to maintain progress so as to endanger proper performance of the Contracted Services; or (iii) failure to maintain adequate financial or legal capacity to properly complete the Contracted Services.

16.2 In the event of Termination for Default, ENGINEER will be compensated for the Contracted Services properly performed prior to such termination for default. OWNER may withhold any outstanding Compensation otherwise due to ENGINEER pending final completion and acceptance of the Contracted Services and an accounting of related costs. In the event that the withheld amount exceeds the damages associated with ENGINEER's default, OWNER shall promptly pay such excess funds to ENGINEER. In the event of a shortfall between such costs and any amounts due to ENGINEER, ENGINEER shall promptly pay OWNER for such shortfall within 3 days of OWNER's written demand for such payment.

16.3 If, after notice of Termination for Default, it is determined for any reason, that ENGINEER was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience.

17 INSURANCE

17.1 ENGINEER shall maintain at least the following insurance coverages, unless otherwise agreed by OWNER in writing:

17.1.1 Commercial General Liability coverage on an occurrence basis with a per project aggregate with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall include premises, operations, products & completed operations, independent contractors, contractual, personal injury and broad form property damage.

17.1.2 Auto liability coverage in the amount of \$1,000,000 per occurrence and covering owned, hired and non-owned vehicles.

17.1.3 Statutory workers' compensation insurance ("workers' compensation") in the state in which work is to be performed and including any applicable Federal Act coverage and Employer's Liability limits of:

\$1,000,000 each accident
\$1,000,000 disease - policy limit
\$1,000,000 disease - each employee

If ENGINEER is domiciled in a state different from that in which work is performed an "all states" endorsement must be provided. If work is performed in a monopolistic workers' compensation state a "Stop Gap Employers' Liability" endorsement must be provided on either another states' workers' compensation policy or contractors' General Liability policy.

17.1.4 Professional liability insurance in the amount of \$1,000,000 per claim. Professional liability must not be limited to Bodily Injury and Property Damage liability. Coverage must be maintained for a minimum of two years following completion of the Contracted Services.

17.2 Policies providing coverage for 17.1. I and 17.1.2 above must include endorsements adding the OWNER as additional insured, stating coverage is primary and not contributory with any other insurance or self insurance available to the additional insured and a waiver of subrogation in favor of OWNER on all policies except professional liability insurance under Section 17.1.4. Additional insured endorsements limiting coverage to "ongoing work" or the "sole negligence" of ENGINEER are not acceptable.

17.3 All policies must provide a 30 calendar day notice of cancellation with no exculpatory language. Policies must be written with insurance carriers authorized to do business in the state in which work is performed and must carry a minimum Best's rating of B+VII or equivalent. Prior to commencing work under this contract, certificates of insurance with original signed endorsements must be provided to OWNER.

17.4 If ENGINEER utilizes the services of subconsultants or subcontractors, ENGINEER shall require such subconsultants and subcontractors meet the requirements set forth in this Article 17.

18 INDEMNITY

18.1 ENGINEER shall defend, indemnify and hold harmless OWNER, and its respective officers, agents, and employees, from and against any and all liability, claims, suits, loss, fines, penalties, damages, costs, and expenses, including but not limited to, attorneys' fees and court costs; ("Loss"), including all costs of appeals, in connection with or related to the performance of the Contracted Services or ENGINEER's duties and obligations under this Contract.

18.2 ENGINEER shall not be liable under this Article for Loss caused by the negligence or willful misconduct of OWNER.

19 DISPUTES

19.1 Any dispute related to this Contract shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. In the event that the panel is unable to reach a mutual resolution of the dispute, or has failed to convene within two weeks of the request of either party, the matter may be referred by either party to a court of appropriate jurisdiction.

19.2 All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.

19.3 Pending any final judicial decision or settlement, ENGINEER shall proceed diligently with the Contracted Services.

20 NOTICE

20.1 Any notice or communication required or permitted by this Contract shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the U.S. Postal Service, and addressed as follows:

OWNER:

St. Bernard Parish Department of Public Works
8201 West Judge Perez Drive, Room 140
Chalmette, Louisiana 70043

ENGINEER:

G.E.C., Inc.
3013 27th Street
Metairie, Louisiana 70002

Attention: William B. Haensel, Jr., P.E., P.L.S.

or to such other address as the party to whom notice is to be given has furnished by the receiving party in writing.

21 REMEDIES

21.1 No remedies or rights conferred upon OWNER by this Contract are intended to be exclusive of any remedy or right provided by law or equity but each shall be cumulative

and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.

22 CONFIDENTIAL INFORMATION

22.1 All information and data disclosed by OWNER or otherwise developed or obtained under this Contract shall be deemed to be proprietary and confidential information ("Confidential Information").

22.2 ENGINEER shall not disclose Confidential Information without OWNER's written consent. Those persons under ENGINEER's control shall not use Confidential Information for any purpose other than for the proper performance of the Contracted Services.

22.3 ENGINEER's obligations under this Article shall not apply to Confidential Information that is (i) in the public domain without breach of this Contract; (ii) developed independently by ENGINEER; (iii) received by ENGINEER on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) required to be disclosed by Law, but only actual prior written notice has been received by OWNER. OWNER has had a reasonable opportunity to protect disclosure of such Confidential Information.

22.4 ENGINEER shall require that the foregoing obligations of confidentiality and use also extend and bind the employees and agents of ENGINEER and its subconsultants and subcontractors who have been provided access to the Confidential Information under this Contract.

23 RIGHTS IN DATA

23.1 ENGINEER agrees that all data and information in hard copy, electronic, or any other format. Disclosed, developed or obtained under this Contract ("Data"), other than ENGINEER's Confidential Information, shall be and remain the sole property of OWNER. Delivery of the Data to OWNER shall be a precondition for Final Payment.

23.2 ENGINEER shall promptly deliver all Data to OWNER upon OWNER's request. ENGINEER shall be fully responsible for the care and protection of the Data until such delivery.

ENGINEER may retain one copy of the Data for ENGINEER's archives subject to ENGINEER's continued compliance with the provisions of this Article.

23.3 ENGINEER agrees not to assert, or to allow persons performing under ENGINEER's control, to assert any rights to Data or establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Subcontracted Services has been specifically commissioned by

OWNER, shall be considered "work for hire", and that all copyrightable and other proprietary rights therein shall vest solely in OWNER.

23.4 ENGINEER understands and agrees that all rights under copyright and patent laws under this Contract belong to OWNER. ENGINEER hereby assigns any and all rights, title and interests under copyright, trademark and patent law to OWNER, and agrees to assist OWNER in perfecting the same at OWNER's expense. Except as otherwise provided in this Contract, said documents shall be delivered to OWNER without additional cost to OWNER.

24 ELECTRONIC COPIES

24.1 If requested, solely as an aid and accommodation to OWNER, ENGINEER may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. OWNER is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. ENGINEER will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

25 SURVIVAL OF TERMS

25.1 Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this Contract.

26 ASSIGNMENT AND SUBCONTRACTING

26.1 ENGINEER shall not assign or subcontract this Contract nor any rights or obligations herein without the prior written consent of OWNER. In the event this Contract is assigned or subcontracted by ENGINEER, ENGINEER shall remain responsible to OWNER for the proper performance of ENGINEER's obligations under this Contract.

26.2 The terms and conditions of ENGINEER's subcontracts or assignments under this Contract shall, at a minimum, require the subcontractor or assignee to fully comply with this Contract unless otherwise authorized in writing by OWNER.

27 AMENDMENT AND WAIVER

27.1 This Contract may be amended only in writing and executed by each of the parties. Either party may waive any provision of this Contract to the extent such provision is for the benefit of such waiving party. No action taken pursuant to this Contract shall be deemed to constitute a waiver by that party of its or the other party's

compliance with any representations or warranties or with any other provision of this Contract. No waiver by either party of a breach of any provision of this Contract shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

28 SEVERABILITY

28.1 The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions, and this Contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.

29 GOVERNING LAW

29.1 The validity, construction and performance of this Contract and all disputes between the parties arising out of or related to this Contract shall be governed by the laws, without regard to the law as to choice or conflict of law, of the jurisdiction where the Project Site is located.

30 VENUE, JURISDICTION AND SERVICE OF PROCESS

30.1 The parties agree that any suit, action or proceeding arising out of or related to this Contract shall be instituted in the appropriate state court in St. Bernard Parish, Louisiana, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of such state or otherwise in those courts in any such suit, action, or proceeding.

31 ENTIRE AGREEMENT

31.1 This Contract embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Contract, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

32 RECORDS

32.1 OWNER and any of its duly authorized representatives, shall, until the expiration of 3 years after final payment under this AGREEMENT, have access to and the right to examine any books, documents, papers and records of ENGINEER involving transactions related to this AGREEMENT.

32.2 ENGINEER represents that its accounting books and records are kept on a job cost basis in accordance with generally accepted accounting practices and that its overall accounting system is sufficient to sustain an audit by local, State or Federal Audit Agencies. ENGINEER agrees that should a local, State, or Federal audit disallow ENGINEER's costs, ENGINEER shall reimburse OWNER all such costs disallowed.

32.3 ENGINEER's records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontractor files (hard copies as well as computer readable data, if it can be available). Records subject to audit shall include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to cost and/or change order requests associated with this Contract. The OWNER also reserves the right to interview employees, make photocopies, inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project.

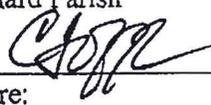
33 ATTACHMENTS

33.1 The following attachments are hereby made a part of this Agreement:

Attachment A	Scope of Services for Professional Services
Attachment B	Compensation and Payment
Attachment C	Hourly Rate Schedule

OWNER:

St. Bernard Parish

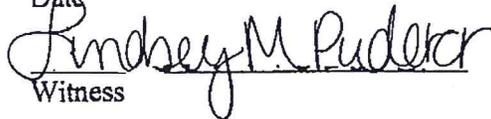
Signature: 

PARISH PRESIDENT

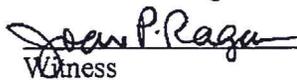
President

Date

9/19/2011



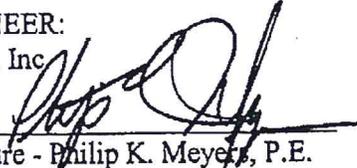
Witness



Witness

ENGINEER:

G.E.C., Inc

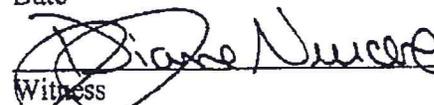
Signature -  Philip K. Meyer, P.E.

Executive Vice President

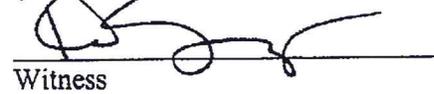
Title

Date

7-14-11



Witness



Witness

ATTACHMENT A
G.E.C., INC.
SCOPE OF SERVICES FOR PROFESSIONAL SERVICES
PALMISANO DRAINAGE REPAIRS AND IMPROVEMENTS
ST. BERNARD PARISH, LOUISIANA
APRIL 12, 2011

The project objective is to construct drainage repairs and improvements on Palmisano Blvd. (from St. Bernard Hwy. to the outfall on the Twenty Arpent Canal) in Chalmette, LA., and to improve the lift pump capacity of a poorly drained area on Plaza Drive and upgrade its outfall into the Palmisano Blvd. drainage system to relieve the recurrent ponding during normal rainfall events.

The services to be provided will include the following:

- Task 1: Assist in the preparation of the application package;
- Task 2: Prepare preliminary plans and specifications;
- Task 3: Assist in permitting process of plans with LADNR, USCOE;
- Task 4: Prepare final plans and specifications;
- Task 5: Assist in the administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation and award process, including preparing the advertisements for bid solicitation, conducting bid opening, and issuing the notice to proceed;
- Task 6: Conduct a pre-construction work conference;
- Task 7: Field staking of control for contractor, on site inspection of construction work, and preparing inspection reports;
- Task 8: Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body;
- Task 9: Providing reproducible plan drawings to the community upon project completion;
- Task 10: Conducting final inspection and testing; and
- Task 11: Submitting certified "as built" drawings to the appropriate agency.

The services shall be performed in accordance with the following project schedule:

PROJECT SCHEDULE

Task	Description	Time in Days
1	Topographic Surveying	30
2	Geotechnical Investigations	30
3	Assist in the preparation of the application package	14
4	Prepare preliminary plans and specifications	60
5	Assist in permitting process of plans with LADNR, USCOE	30
6	Prepare final plans and specifications	45
7	Assist in the administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation and award process, including preparing the advertisements for bid solicitation, conducting bid opening and issuing the notice to proceed	45
8	Conduct a preconstruction work conference	14
9	Field staking of control for Contractor, on site inspection of construction work, and preparing inspection reports	7
10	Construction	182
11	Providing reproducible plan drawings to the community upon project completion	7
12	Conducting final inspection and reviewing testing reports	10
13	Submitting certified "as built" drawings to the appropriate agency	14

*Time shown in above table is consecutive days.

**ATTACHMENT B
G.E.C., INC.
COMPENSATION AND PAYMENT**

PALMISANO DRAINAGE REPAIRS AND IMPROVEMENTS

ST. BERNARD PARISH, LOUISIANA

APRIL 12, 2010

TASK	DESCRIPTION	FEES
1	Assist in the preparation of the application package	\$3,500.00
2	Prepare preliminary plans and specifications	\$38,792.00
3	Assist in permitting process of plans with LADNR, USCOE	\$3,500.00
4	Prepare final plans and specifications	\$69,825.00
5	Assist in the administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation and award process, including preparing the advertisements for bid solicitation, conducting bid opening, and issuing the notice to proceed	\$7,000.00
6	Conduct a pre-construction work conference	\$1,000.00
7	Field staking of control for contractor, on site inspection of construction work, and preparing inspection reports	\$2,500.00
8	Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body	\$34,000.00
9	Providing reproducible plan drawings to the community upon project completion	\$1,000.00
10	Conducting final inspection and reviewing testing reports	\$2,000.00
11	Submitting certified "as built" drawings to the appropriate agency	\$3,500.00
	Total Fees (Not To Exceed)	\$166,617.00

Other Services		
12	Resident Project Representative (only with written authorization)	\$59,543.00
13	Topographic Surveying	\$16,600.00
14	Geotechnical Investigations	\$8,000.00

ATTACHMENT C

G.E.C., INC.
HOURLY RATE SCHEDULE

PALMISANO DRAINAGE REPAIRS AND IMPROVEMENTS

ST. BERNARD PARISH, LOUISIANA

April 12, 2010

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Corporate Officer /Principal (Expert and Mediation Services – 4 hour minimum)	\$300.00 per hour
Corporate Officer/Principal	\$200.00 per hour
Director of Regulatory Compliance	\$200.00 per hour
Project Manager	\$175.00 per hour
Senior Engineer	\$145.00 per hour
Project Engineer	\$120.00 per hour
Engineer	\$100.00 per hour
Engineering Intern	\$80.00 per hour
Engineering Technician	\$75.00 per hour
Environmental Scientist	\$130.00 per hour
Environmental Engineer	\$130.00 per hour
Environmental Technician	\$88.00 per hour
Planner	\$110.00 per hour
Geographic Information System (GIS) Technician	\$85.00 per hour
CADD Operator	\$80.00 per hour
Senior Field Representative (Inspector)	\$95.00 per hour
Field Representative (Inspector)	\$70.00 per hour
Survey Manager/P.L.S.	\$120.00 per hour
Survey Party Chief	\$68.00 per hour
Field Survey Crew (4 hour minimum)	\$160.00 per hour
Executive Assistant	\$65.00 per hour
Administrative Assistant	\$60.00 per hour
Clerical	\$55.00 per hour
Office Assistant	\$40.00 per hour

Field Survey Crew rate includes vehicles, normal survey equipment and supplies.
Hourly overtime rate based on 1.5 times the regular hourly rate.

DIRECT COSTS

Specialized Equipment

At rental rate

STANDARD REIMBURSABLE

The standard reimbursable items are as follows:

- External data base searches Photographs/Aerial photography
- Outside Professional Services
- Other Costs only upon written approval



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2011

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

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

PRODUCER Phone: (225) 295-2995 Fax: (225) 368-2145
ALEXANDER & SANDERS INSURANCE AGENCY, INC.
4610 BLUEBONNET BLVD., SUITE A
BATON ROUGE LA 70809

CONTACT NAME: Wyatt Sanders
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PRODUCER CUSTOMER ID: 1049

INSURED
GEC, INC.
PO BOX 84010
BATON ROUGE LA 70884-4010

MD
9/27/11

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	XL Specialty Insurance Company	
INSURER B :	Travelers	
INSURER C :	LWCC	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 34780

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	680 9308L998 TIA 10*	04/11/11	04/11/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	BA 9303L40711GRP*	04/11/11	04/11/12	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 EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			XSM CUP 8813Y626 TIL	04/11/11	04/11/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	77794-D**	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY 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	Professional Liability, Claims Made Form Retroactive Date: 02/23/1987			DPR9691646	05/01/11	05/01/12	\$5,000,000 Each Claim & Aggregate \$200,000 Each Claim Deductible

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

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

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

Attention:

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

AUTHORIZED REPRESENTATIVE

Wyatt M. Sanders

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #34780

DATE
SEP 22 2011

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

*Certificate Holder is included as Additional Insured on General & Automobile Liability Policies along with a Waiver of Subrogation when required by written contract.

**Workers Compensation Includes a Waiver of Subrogation when required by written contract.

Certificate # 34780