

St. Bernard Parish Conformed Copy

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First MORTGAGOR

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VOLKERT INC

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Description : PW 19926 -EAST ST AVIDE @ DE LA RONDE CANAL -CANAL CROSSING REPLACEMENT

Recorded Information

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ENGINEERING SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of September 1, 2015, is by and between St. Bernard Parish Government ("CLIENT") with a principal place of business at 8201 West Judge Perez Drive; Chalmette, Louisiana 70043 and Volkert, Inc. ("CONSULTANT"), with a principal place of business at 3801 Canal Street, Suite 210; New Orleans, Louisiana 70119.

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

1 SCOPE OF SERVICES

The services to be performed by CONSULTANT for CLIENT under this Agreement ("Services") are set out in Attachment A ("Scope of Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A.

2 COMPENSATION

- 2.1 CLIENT shall pay to CONSULTANT, as compensation for the Services, in accordance with Attachment B ("Compensation"), incorporated herein by reference.
- 2.2 NOT USED
- 2.3 CONSULTANT understands that all project related purchases must be prior approved by CLIENT. Failure to get prior approval will result in no reimbursement to CONSULTANT.

3 INVOICING AND PAYMENT

- 3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 90 calendar days after receipt of CONSULTANT's monthly invoice.
- 3.2 Payment of all Compensation due to CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.
- 3.3 In the event payment for the Services has not been made within 120 calendar days from the date of the invoice, CONSULTANT may, after giving seven (7) calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services.
- 3.4 Mail Address:
Department #2042
Volkert, Inc.
P.O. Box 11407
Birmingham, AL 35246-2042
Attn: Accounts Receivable

4 PERIOD OF PERFORMANCE

This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2017, unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

- 5.1 CLIENT shall designate a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.
- 5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT hazards at the Project Site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.
- 5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").
- 5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

6 CONSULTANT'S RESPONSIBILITIES

- 6.1 CONSULTANT shall designate a project manager for the performance of the Services.
- 6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- 6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

7 CONFIDENTIALITY

CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after written notice has been given to CLIENT.

8 RIGHTS IN DATA

All right, title, and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how, and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose

intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and subconsultants.

9 INDEMNITY

9.1 CONSULTANT agrees to protect, defend, indemnify, save, and hold harmless CLIENT, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur due to negligence of CONSULTANT, its agents, servants, and employees, or any and all costs, expense, and/or attorney fees incurred by CONSULTANT as a result of any claim, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees, and volunteers.

CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other cost and expenses related hereto.

9.2 CONSULTANT shall not be liable under this Article for Loss caused by the sole negligence of CLIENT.

10 LIMITATION OF LIABILITY

10.1 NOT USED

10.2 NOT USED

10.3 NOT USED

11 TERMINATION

CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 60 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination.

12 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT:

St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, Louisiana 70043
Attn: Andrew Becker, Jr. – Director of Recovery

CONSULTANT:

Volkert, Inc.
3801 Canal Street, Suite 210
New Orleans, Louisiana 70119
Attn: Ms. Janet Evans, P.E.
or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

13 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

14 CHANGE ORDERS

- 14.1 CLIENT may, from time to time, order modifications or changes in the scope of the Contracted Services ("Changes") by written change order/amendment in the form of Attachment C ("Change Order"), incorporated herein by reference. In addition, Change Orders may be requested by CONSULTANT based upon material changes to the Contracted Services. Change Orders shall consist of additions to, deletions from or other revisions to the Contracted Services. Within 30 days after the date of such Change Order or material change, and in any event prior to the commencement of such revised Contracted Services, CONSULTANT shall notify CLIENT in writing if CONSULTANT requests a change in the Compensation and/or Project Schedule and shall clearly state CONSULTANT's justification for the Change Order. If approved by CLIENT, an equitable adjustment will be made as appropriate.
- 14.2 Failure of the parties to agree on whether the Change Order constitutes a compensable change to the Compensation and/or should result in a change in the Project Schedule shall be subject to the Disputes provisions of this Subcontract. CONSULTANT shall diligently proceed with the contracted Services as directed by CLIENT, including any directed changes or potential changes in the contracted Services, pending resolution of such Dispute.

15 INSURANCE

- 15.1 CONSULTANT shall maintain at least the following insurance coverages, unless otherwise agreed by CLIENT in writing; and the CONSULTANT shall be responsible for all deductibles and self-insured retentions:
- 15.1.1 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, and completed operations, independent contractors, contractual, personal injury and broad form property damage.
- 15.1.2 Auto liability coverage in the amount of \$1,000,000 in aggregate and covering owned, hired, leased and non-owned vehicles with minimum limits of:
Bodily Injury Liability – \$1,000,000 each occurrence
Property Damage Liability – \$1,000,000 each occurrence
- 15.1.3 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 CONSULTANT 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.

- 15.1.4 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.
- 15.2 The Commercial General Liability and the Auto Liability policies must include endorsements adding the CLIENT 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 CLIENT to include General Liability, Auto, and Workers Compensation.
- 15.3 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 CLIENT at the address set forth in the Notice provision.
- 15.4 If CONSULTANT utilizes the services of lower-tier subconsultants or subcontractors, CONSULTANT shall ensure such lower-tier subconsultants and subcontractors meet the insurance requirements set forth herein.

16 MISCELLANEOUS

- 16.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.
- 16.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).
- 16.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.
- 16.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 16.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement 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 another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 16.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in St. Bernard Parish, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

- 16.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 16.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 16.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
- 16.11 Limitation of Damages. No party shall be liable to another party for any indirect, incidental, special, or consequential damages, however caused.

17 ATTACHMENTS

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

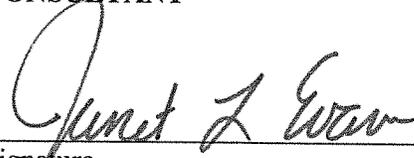
- Attachment A – Scope of Services, Deliverables & Schedule
- Attachment B – Compensation
- Attachment C – Change Order
- Attachment D – Fee Breakdown

CLIENT

CONSULTANT



 Signature



 Signature

David E. Peralta – President
 Name (Printed or Typed)

Janet L. Evans
 Name (Printed or Typed)

10-22-15
 Date

10/16/15
 Date

Attachment A

SCOPE OF SERVICES

PROJECT DESCRIPTION

The project consists of the replacement of the bridge, culvert, or other roadway or canal crossing structure and all associated infrastructure necessary to replace to current codes and standards, including HMGP measures, the structure at the following location:

PW 19926 – East St. Avide St. at De La Ronde Canal; Chalmette, LA – Canal Crossing Replacement

SCOPE OF WORK

GENERAL OVERVIEW

The Scope of Services consists of providing Engineering Services to St. Bernard Parish Government (SBPG) for repairs and/or restoration of the above referenced Parish-owned structure to while preserving the historical value of the structure or facility. The program consists of identifying storm-related damages, at a minimum, and replacing damaged systems and components with “like kind” or developing a cost effective alternative based on best engineering practices and/or construction means and methods to the extent possible while designing to current codes and industry standards on replacements.

A/E Basic Services and Resident Inspection Scope of Work

The Engineer is responsible for providing the necessary engineering, field layout, bidding, construction administration, resident inspection, technical/engineering project close-out, and other engineering related services as authorized for the Project. Field layout may be required in absence of a topographical survey.

A/E Basic Services Scope of Work

The Engineer will provide Preliminary and Final Design Phase services, provide preliminary and final Statements of Probable Cost, develop required plans and site sheets or other visualizations for presentation to the Parish and other stakeholders, provide technical specifications, provide standards plans, develop special details, provide project and work order schedules, participate in unforeseen stakeholder meetings, provide Bidding and Contract Phase services, provide Construction Administration Phase and construction oversight services, and technical Project Close-Out services as part of the Basic Services detailed in the Engineer contract, or as amended.

The Engineer shall be responsible for the preparation of a suitable set of Bidding Documents based upon a specific estimated construction amount approved by the Parish.

The Engineer shall not proceed with any engineering, field layout, resident inspection or related services without SBPG approval and shall not proceed with any subsequent project phase without written authorization from the Owner.

Specific duties for the A/E under the Basic Services Phases include, but may not be limited to:

Preliminary & Final Design Phases

Based on the approved Preliminary Engineering Analysis and/or Hazard Mitigation Proposal resulting in determination of the funding required for this project, funding available for construction, site location, and time schedule; the Engineer shall prepare preliminary design documents in such format and detail as required by the Parish, consisting of drawings, outline specifications and other documents illustrating the general scope, scale and relationship of the project components for the written approval of the Parish. Specific documentation shall be applicable to this project and consistent with EJCDC or commonly accepted engineering standards upon written consent by the Parish.

Prepare preliminary and final design reports for each site to include the location and description of the crossing, a location map, a descriptive summary of storm related and other damages, a damage assessment worksheet, proposed repair or replacement alternatives complete with scope of work and estimated costs, and color photographs depicting noted damages.

Prepare preliminary and final plans:

Final plans shall include dimensioned plans, elevations, sections, details (including any special details), standard plans, general notes and schedules of all engineering, landscaping, civil, structural, hydrological, mechanical, electrical work and other project-related design components in the Project in general conformity with the latest Edition of EJCDC Professional Practice guides or commonly accepted engineering standards used for previous Parish projects similar in nature and character upon written consent by the Parish.

Prepare Preliminary and Final Opinions of Probable Costs:

- The Engineer shall submit to the Parish a Statement of Probable Construction Cost based on the current version of the Construction Specifications Institute or other Parish approved format (i.e. Louisiana Department of Transportation & Development) subdivided to account for each item of scope. The estimate shall include the units, unit quantities, cost per unit, labor cost per unit, material cost per unit, extended total labor, extended total material cost and separated overhead and profit cost factors per item of scope. The means utilized to derive at the cost must be identified on each estimate, i.e. RS Means, the version and year must be specified. If historical data is available to estimate unit costs, Engineer may utilize historical data costs, at Engineer's discretion, for the basis of the Statement of Probable Construction Cost. The estimate shall have back-up material and data in such format and detail as required supporting each Division and Subdivision. The probable cost estimate must represent each scope item incorporated in the design and shall be documented in a manner such as a spreadsheet resulting in a simplified method accomplishing a side by side comparison to the Project Worksheet CEF scope, quantities and cost.
- The Engineer shall submit to the Parish an updated Statement of Probable Construction Cost to reflect cost escalations and design changes incorporated generated after review of the design development/preliminary design phase. The estimate shall be based on the Construction Specification Institute or other Parish approved format with back-up material to facilitate an expeditious scope alignment.

Prepare technical specifications and review and modify Parish front end documents, General Conditions & Special Provisions as related to the specific project for inclusion in the bid package:

- Technical Specifications shall be provided of the materials, processes or systems to be incorporated in the work, using the format of the Construction Specifications Institute or other Parish approved format. The Engineer shall work with the Parish to facilitate substituting SBPG's Standard and Supplemental specifications for requirements, processes, work and materials covered under Divisions 1, 2 and 3 of CSI's Standard Division format or the appropriate divisions/sections of other Parish approved specifications format where applicable. State law and Federal requirements prohibits the Engineer from closing specifications on any item in the specification. Any reason for closing specifications, as provided for by Federal regulations or state law, shall be brought to the attention of the Parish in writing for review.
 - The Engineer shall obtain from the Parish the latest SBPG's Standard Specifications, Supplemental Specifications, Special Provisions and Bid forms to combine with the Engineer produced Technical Specifications to produce the final biddable Construction Proposal. The Engineer shall consult with the Parish to determine if a Prevailing Wage Determination from the Secretary of Labor should be included with the Documents and obtain one if necessary.
- Coordinate with utilities, agencies with assets within construction area, and other stakeholders.
 - Coordinate with supplemental services consultants (i.e. surveyors, geotechnical, abatement, material testing, etc.).
 - Review geotechnical, pile test, and other needed reports as related to design aspects, and modify design accordingly.

- Prepare and submit necessary permits and required supporting documentation.
- Submit preliminary and final bid packages to reviewing agencies, and modify plans and specifications as needed to address received comments.
- The Engineer shall submit one bound copy of all design calculations on the project for the Parish files.

In addition to the ordinary design activities, the Engineer shall examine each canal or culvert crossing site and prepare and submit a Hazard Mitigation Proposal (HMP) to include the scope and estimated costs for the hazard mitigation alternatives at each site as recommended by the Engineer.

Based on the preliminary design development documents approved by the Owner and any further adjustments in the scope or quality of the Project authorized by the Department, the Engineer shall prepare for written approval by the Department and other State and Federal Regulatory agencies as required by law, a full set of final biddable plans and specifications bearing the Engineer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project.

Bid Phase

- Prepare advertisement and arrange and conduct a pre-bid conference with the Parish in accordance with the Contract Documents.
- Answer pre-bid questions throughout bid period, and prepare and issue required addenda as needed to address received questions.
 - The Engineer shall prepare and submit to the Parish all addenda related to the technical specifications and plans, in accordance with the contract documents, as required to modify or clarify the construction documents. All addenda or plan revisions are to be approved and distributed by the Engineer.
- Copy, distribute, and log issued bid packages; provide bid packages to bid rooms.
 - The Engineer shall be responsible for the distribution of the bidding documents to potential bidders. Cost of all Bid Documents shall be the responsibility of the potential bidders. The Engineer shall not distribute any project document to any potential bidder or other part (except permit or regulatory agencies) without written consent of the Parish.
- The Engineer shall be responsible for evaluating prior approval requests for substitution of materials, products and equipment required by the applicable Louisiana statutes and Parish procedures.
- Review and evaluate bid proposals and prepare bid tabulation.
 - It is necessary that the Engineer be present during the bid opening. The Engineer is required to assist the Parish in evaluating the bids received, and make a recommendation to:
 - (1) Award the construction contract to the lowest responsible bidder; or
 - (2) Reject all bids.
- Prepare Notice of Award.
- Assist Parish in assembling and awarding contract(s).
- Assist Parish in negotiations with prospective contractors.
- Consult with Parish on acceptability of contractors, suppliers, and other entities proposed by prospective contractors as pertaining to bidding documents.

Upon receipt of all necessary written approvals, receipt of corrected and completed reproducible plans and technical specifications, completion of all construction documents, scope alignment of the latest scope and latest Statement of Probable Construction Cost, the Parish will advertise the project for bids. It is the Engineer's

responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award.

Construction Administration & Project-Close-Out Phases

The Engineer shall provide administration of the construction contract and construction as set forth herein and in the construction documents, in conjunction and coordination with the designated Parish representative(s).

- After the execution of the construction contract, the Engineer shall prepare a Notice to Proceed for issuance by the Parish to the Contractor. The Engineer shall furnish to the Contractor sufficient sets of the construction documents required to construct the project.
- Upon notification by the Parish arrange for and conduct a pre-construction meeting, and prepare meeting agenda and minutes.
- Coordinate with the Parish representative(s) and make written recommendations for the Parish's approval for the type and number of tests required for the project, as soon as the construction contract has been awarded. The Parish may elect to select, contract for, and pay for sampling, testing, and inspection services relative to the appropriate divisions/sections of the Parish accepted project specifications.
- Review and track material submittals.
- Review and approve, or take other appropriate action, for shop drawings and samples which the Contractor is required to submit.
- Obtain and document pre-construction video, if required.
- Review and track Contractor Requests for Information (RFIs), and respond as necessary.
- Coordinate with PM and provide necessary documentation for FEMA eligibility determinations for field additions and previously unforeseen changes in scope and/or cost arising during construction.
- Prepare additional plans as needed to detail field additions.
- Assist with technical issues arising during construction.
- Assist in coordination with utilities for relocations, if necessary.
- Conduct progress meetings (bi-weekly), and prepare meeting agendas and meeting minutes.
- Monitor and track construction progress.
- Investigate and assist Parish in responding to resident complaints during construction.
- Schedule Resident Inspection services, if necessary.
- Perform occasional site visits at intervals appropriate to various stages of construction and provide field reports.
- Recommend work be rejected while in progress if not in accordance with the contract documents and threatens the integrity of the design concept.
- Issue necessary interpretations and clarifications of the contract documents as appropriate.
- Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
- Review Contractor request(s) for added days, and special work requests (i.e., working hours outside hours allowed per the specifications, roadway closures, etc.).
- Obtain field measurements or coordinate with RI for estimated pay item quantities for Contractor invoicing.
- Review Contractor and supplemental services providers pay applications and recommend payment.

- Review Contractor proposed change orders for scope validity and verify for cost reasonableness and prepare change orders.
- Conduct preliminary and final walk-throughs with Parish and Contractor. Prepare punch list; recommend substantial completion; and prepare substantial completion documentation.
- Prepare and submit record (“as-built”) drawings
- Assist Parish with claims and disputes arising from construction.
- Obtain warranty documentations and conduct warranty period inspection, one (1) year after substantial completion date.
- Prepare and submit any required permits that are not the responsibility of the Contractor.

The Engineer, as the primary representative of the Parish during the construction phase, shall advise and consult with the Parish’s representative prior to issuing significant instructions to the Contractor. All significant instructions shall be issued through the Engineer. The Engineer shall have authority to act on behalf of the Parish to the extent provided herein or as provided for in the contract documents unless otherwise modified in writing.

The Engineer and his principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the contract documents. Such visits by the Engineer shall **not be less** than once per week when the work is in progress unless otherwise approved by the Parish. In addition, project visits by both the Engineer and his principal consultants shall be made at key points in the construction process.

On the basis of the Engineer and principal consultants’ on-site observations, he shall endeavor to guard the Parish against defects and deficiencies in the work of the Contractors. A written report of each visit to the project shall be prepared by the Engineer and each of his principal consultants to the project, and shall be mailed or hand delivered to the Parish representative and Contractor within seven (7) calendar days after each visit.

The Engineer shall conduct regular construction meetings with the Owner and Contractor to discuss the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Such meetings shall **not be less** than twice per month unless otherwise directed.

After acceptance of the Project by the Parish, the Engineer shall prepare and furnish to the Parish as required; (1) a Final Report in the appropriate format and containing information as required by the Parish; and one (1) complete set of record drawings electronically in the latest version AutoCAD format; and one (1) complete set of record drawings scanned to full size and submitted on a storage device as an Adobe PDF format file; and (4) four sets of record drawings (“as-builts”) prepared by the Engineer for the Parish’s use and files.

➤ The record drawings shall be prepared on the basis of information furnished by the Contractor and the change orders, and shall be reviewed with the Contractor prior to submission. If necessary, the Engineer shall require in the specifications that the Contractor provides, as part of the Operations and Maintenance Manual, all materials identified in the specifications and installed on the project.

Compliance with all of the above will constitute completion of the Engineer’s Basic Services for compensation purposes. However, the Engineer shall be required to follow up on items to be corrected during the warranty period. The Engineer shall arrange for and conduct an inspection of the Project within the thirty (30) days of the expiration of the one year (or other specified length) warranty period, and shall be required to inform the Parish and Contractor of any items to be corrected, and shall inspect the project as required until the work is completed, without additional compensation.

ADDITIONAL/SUPPLEMENTAL ENGINEERING SERVICES

In addition to the Scope of Work for Basic Engineering Services, these projects may require Additional Services as well as Supplemental Engineering Services to provide the full Scope of Work required to perform the projects. These include topographic/land surveying and geotechnical investigations that may be provided by or through the Engineer. The Engineer may be required to obtain one or more proposals from registered land surveyors and geotechnical engineers when required for the Project.

Several types of Additional Services may be required to properly execute the scope of this Contract. Compensation to be authorized by Change Order. These are direct, value-added professional services performed by the Engineer to support the success of these projects on behalf of the Owner. A brief discussion detailing the need for each service follows. They include:

- On site FEMA site visits
- On site LBBLD/LDOTD site visits
- Updates to damage descriptions
- LBBLD permitting
- LDOTD Right-of-Way permitting
- US Army Corps of Engineers permitting
- Coordination with public utilities
- Coordination with private utilities
- Additional Project Coordination between Engineer and Others

1. On Site FEMA Site Visits

To provide assistance to FEMA staff in understanding the reasons for the Scope of Work, Engineer, the Program Manager, and representatives from St. Bernard Parish Government may have to meet at each site or face-to-face to discuss and review the actual damages sustained by Hurricane Katrina.

In addition to potentially needed site visits and/or face to face meetings, Engineer may have to visit each of the sites to collect the data and information to be discussed at each meeting and provide a summary of damaged items and recommended scope of work.

2. On Site LBBLD/LDOTD Site Visits

The LBBLD as the permitting authority for work in the canals, and LDOTD as the LBBLD District Engineer, will determine the permitting requirements for each of the sites. Sites which do not meet the criteria for work within the trapezoidal section of major canals are typically straightforward and may not require site visits. However, sites which are on major canals and meet the LDOTD recommended criteria for work within the trapezoidal section of the major canals, may require a site by site evaluation by the LBBLD and LDOTD. Engineer may have to meet as required with these representatives at each of the sites in need of LDOTD evaluation and recommendation.

3. Project Team Meetings

There are many public stakeholders with vested interests in these projects. These stakeholders include: St. Bernard Parish Government staff and administration; the LBBLD staff and administration; LDOTD staff; GOHSEP staff; and FEMA staff. A high level of coordination may be required to maintain progress. Biweekly meetings with the various stakeholders to improve the efficiency with which progress is made and assist in establishing project requirements may be required. If feasible and acceptable to the Parish, the project team meetings can be conducted in conjunction with the construction progress meetings with the Contractor.

At a minimum, on a monthly basis or as required, Engineer may have to meet with the Program Manager, St. Bernard Parish Government staff, St. Bernard Parish Administration, and GOHSEP staff to discuss overall progress of the project, upcoming submittals, information requests, utility issues, permitting issues, schedule, etc. These discussions relate to the Parish's needs, expectations, action items, and construction contract issues. The Engineer may also have to meet with the Program Manager, St. Bernard Parish Government staff,

GOHSEP staff, LBBLD staff and administration, and LDOTD staff to discuss the issues as they relate to their areas of responsibility.

The purpose of the meetings is to center discussions on the areas of responsibilities and requirements unique to each core group, the Parish and the LBBLD, during a time each core group is represented by both staff and administration, and decisions can be made.

4. Updates to Damage Descriptions and Reports

Engineer may be required to summarize the Katrina related damages for each site as requested by federal and local stakeholders (FEMA, SBP, LBBLD, and DOTD) on the previously developed standard form (damage assessment worksheet) or other acceptable format to provide an easily read summary of the individual damages at each site, the type of facility that is damaged, estimates of the size of the facilities and quantities necessary for repair/replacement, the direct actions which must be performed to repair the damages, and the indirect actions which must be accomplished to successfully perform the direct repair/replacement activities.

At a minimum the final design report for each site shall include the location and description of the crossing, a location map, a descriptive summary of storm related and other damages, a damage assessment worksheet, proposed repair or replacement alternatives complete with scope of work and estimated costs, and color photographs depicting noted damages. The final report is intended to summarize the findings of the site visits made independently by the Engineer or conducted with the project stakeholders and to supplement the documents produced in the Preliminary Design Phase.

5. Permitting

The LBBLD has a permitting process for performing work in their easements, which may differ depending upon the Scope of Work to be performed.

Engineer shall prepare supporting documentation for submittal of permit applications to the LBBLD for each of the sites within their jurisdiction and respond to questions or requests for additional information.

Sites along canals with overlying easements and private utilities may require additional coordination with the LBBLD and the utility Owners or agencies with commenting authority on any proposed work. In addition, special construction monitoring requirements may need to be developed for incorporation into the Contract Documents at these locations.

The LDOTD requires right-of-way permitting for work adjacent to LDOTD maintained roadways. The Engineer shall prepare copies of construction drawings, a permit application form, and supporting project summary documentation for submittal of permit applications to the LDOTD for each site within their jurisdiction and respond to questions or requests for additional information.

The Engineer may also be required to participate and assist the Department in obtaining the required permits and Environmental Clearances from the State, FEMA, or other regulatory agency for the Project.

6. Coordination with Public Utilities

Each of the sites may have underground utilities which must be considered in the design of the repairs/replacements. No means or provisions have been established for utility locating services for design purposes. This task is set up to provide time for the Engineer to meet with the utilities staff to discuss existing utilities in each area, and where they would expect to find them. Since most if not all written records were destroyed during Hurricane Katrina, the Parish and the Engineer relies on the staff's knowledge of the locations of underground utilities.

7. Coordination with Private Utilities

Sites along some LBBLD and/or Parish canals may share an easement with gas, oil, or other private utilities or industries; therefore, it is critical that the locations of underground oil and other types of pipelines or utilities be identified. The Engineer shall assist the Parish with the communication and coordination efforts with these

companies to identify those underground assets and their locations, and for approval of any required pile foundations location plans or other elements of design.

8. Unforeseen Utility Conflicts During Construction

Engineer shall coordinate with the Parish to identify the locations and materials of Parish owned utilities for each project site.

If utility conflicts arise during construction, the Engineer shall send a representative to the site to observe the issues, provide on-site directives, if possible, or make appropriate sketches, develop a work plan, formalize the work plan in writing, and take the appropriate actions to quickly resolve the issue.

9. Additional Project Coordination between Engineer and Others

The Engineer shall prepare the necessary documents, i.e. reports, cost estimates, plans, details, site sheets, etc. for review by federal and state stakeholder representatives. If necessary, the Engineer and consultants will be required to assist the Parish and the Parish Program Manager in presenting the current design phase documents to the Owner and any federal and state stakeholders for review and approval.

According to LBBLD policies, ordinances, resolutions, and settlement agreements in place before Hurricane Katrina, any significant work in the trapezoidal section of major canals at a road crossing generally requires a bridge to be constructed. The Engineer shall assist in supporting the Parish in obtaining funding eligibility and a permitting determination from the LBBLD as required for culvert crossing project sites recommended for replacement as bridges. Engineer support services may include providing documentation, education, site visits, research, professional opinions, damage descriptions, and reports on a continuing and "as needed/as requested" basis by involved agencies and stakeholders.

The Engineer shall coordinate with the Parish, Parish Departments, Facility Managers, and End-Users for each facility to determine the needs and parameters to meet the function, capacity, and size for each facility. The Engineer shall schedule design meetings with the Owner and End-Users to discuss "Owner Requested" changes to design elements or items of scope defined as replacements or repairs in the project scope. The Engineer must account for "Owner Requested" deviations from the project scope and provide the Parish a separate list of changes and cost associated for each for review by the Parish prior to incorporation into the design. "Owner Requested" upgrades, additions, or modifications to existing facilities which in most cases is not eligible for federal funding and shall be tracked and accounted for separately.

If the effort required for the aforementioned additional/supplemental services undertaken by the Engineer is substantial, the Engineer may request compensation based on an approved adjusted scope of services and reasonable lump sum NTE fee reflective of actual effort. The Engineer shall maintain memoranda, notes, correspondence and/or other documentation to document and record these services.

RESIDENT INSPECTION OF WORK

If it is determined that Resident Inspection Services are to be provided by the Engineer, a Change Order to the original Agreement will be initiated. Resident Project Representative services shall include resident construction inspection and oversight. Resident Inspection services will be provided as an hourly, not to exceed supplemental service.

Resident inspection is required at all locations under construction and at all times the contractor is working on critical work items (i.e. pay items, inspect and appropriately track eligible work, ensure work does not adversely affect adjacent areas and/or property, etc.). The amount of resident inspection time is dictated by the number of sites/locations under construction, scope of work being performed, number of construction crews working on a given day, work progress, length of construction time, testing services, etc.

Specific duties for the Resident Inspector (RI) include, but may not be limited to:

- Observe construction at all times the Contractor is working on critical work items

- Inspect, measure and appropriately track (eligible) work completed for pay requests
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with A/E & Parish for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify Contractor is providing adequate traffic control and site safety procedures
- Prepare incident reports

DELIVERABLES

Hazard Mitigation Plan:

Preliminary Opinion of Probable Cost (including cost analyses required for Hazard Mitigation Proposal)
 Hazard Mitigation Plan shall consist of a review of the provided PW and a cost comparison to replace the existing drainage structure in-kind versus replacement with a Con/Span structure

Preliminary Design Phase:

Preliminary Opinion of Probable Cost (if not addressed in Hazard Mitigation Plan)

Outline Specifications

Preliminary Drawings:

Title Sheet

Existing Site Plan

General Site Plan

Typical Section

Preliminary Design Report (if not addressed in Hazard Mitigation Plan):

Scope of Work

Existing Facility Assessment

Alternative Option Analysis

HMGP Measures Recommended

Preliminary Design Calculations & Assumptions

Geotechnical Investigation

Topographic Survey

Four (4) hard bound copies of all above information and electronic PDF

Final Design Phase:

Final Drawings (Sealed & Signed)

Final Specifications (Sealed & Signed)

Final Opinion of Probable Cost

Bidding and Construction Contract Forms

Four (4) hard bound copies of all above information and electronic PDF

Bidding and Contract Phase

As stated in scope of services

Construction Administration Phase

As stated in scope of services

Construction Close Out Phase

Final Project Report

One (1) set of record drawings electronically in the latest version AutoCAD format

One (1) complete set of record drawings scanned to full size and submitted on a storage device as an Adobe PDF format file

Four (4) sets of Record Drawings for the Parish’s use and files

PROJECT SCHEDULE

The Engineer shall provide a time schedule to the Owner to complete the Design Phase and anticipated schedule for all other project Phases. The Engineer shall finalize the Time Schedule for Parish approval. The Time Schedule will outline anticipated completion dates of designated phases, as described, and the anticipated period of construction. The Time Schedule for planning phases shall commence with the date of the Pre-Design Conference, or as notified in writing by the Parish, and shall continue until delivery of all construction documents to the Parish is complete, coordinated, and ready to bid. The number of calendar days in the time schedule shall take into account review periods agreed to between the Engineer and Parish. Documents will be considered to be “sufficiently complete, coordinated, and ready for bid” only if the advertisement for bid can be issued with no further revisions to the documents except minor corrections and/or additions that can be made by addenda. Corrections and/or additions that require reissuing drawings must be approved by the Parish. Design time will not necessarily end at the receipt of the initial Construction Documents Phase submittal to the Parish. Any unreasonable re-submittals required to complete the documents will be included in the design time.

Engineer shall provide an update, at a minimum, on a monthly basis; and provide a project schedule indicating the anticipated development and construction times for the overall project. Prior Parish approval in writing is required to extend the overall design time and/or revise the anticipated time schedule for other project Phases. All time commences after the issuance of a written Notice to Proceed. The following time schedule is per canal crossing and includes a one week review turnaround at the end of each phase:

DESIGN PHASES	Calendar Days	Cumulative Days
HAZARD MITIGATION PROPOSAL AND ANALYSIS	30	30
PRELIMINARY DESIGN PHASE	60	90
FINAL DESIGN PHASE	45	135
BID PHASE/CONTRACT LET	45	180
CONSTRUCTION ADMINISTRATION PHASE	180 (or per specifications)	360
CONSTRUCTION CLOSE OUT PHASE	30 (or as required)	390

Attachment B

COMPENSATION

The compensation for services provided shall be a negotiated reasonable Lump Sum Fee for Basic Services based on the Statement of Probable Construction Cost Estimate accepted by St. Bernard Parish Government to complete the necessary engineering and related services for the completion of the project. The fee will be consistent with fees established within the geographical area of the projects with consideration being made of the complexity of the project, historical designation, and nature of specialty services required. The initial "Not to Exceed" fee is based on the available funds obligated in the Project Worksheet. Fees are to complete the following phases:

- (a) Preliminary Design Phase with Preliminary Statement of Probable Cost and HMP
- (b) Final Design Phase with Final Statement of Probable Cost and HMP
- (c) Bid Phase and Contract Award
- (d) Construction Administration Phase
- (e) Construction Close-Out Phase

The total Lump Sum Fee dollar value will be as provided in **Attachment D**.

Once a Preliminary Statement of Probable Construction Cost Estimate is submitted by the Engineer and accepted by the Parish, the total Lump Sum Fee can be adjusted.

PAYMENTS TO THE ARCHITECT OR ENGINEER

TERMINOLOGY	Phase, %	Cumulative Progress, %
<i>Payments to be made as a percentage complete per month</i>		
PRELIMINARY DESIGN PHASE WITH HMP	30%	30%
FINAL DESIGN PHASE	35%	65%
BID PHASE AND CONTRACT AWARD	5%	70%
CONSTRUCTION ADMINISTRATION	25%	95%
CONSTRUCTION CLOSE OUT PHASE	5%	100%
TOTAL	100%	100%

Percentage of Payment per Project Phase:

Note: Percentages can be revised per project with approval by SBPG.

BASIC SERVICES

Payments to the Engineer for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work and delivered to the Owner for each Phase as established in the above table. The percentage will be mutually agreed upon between Owner and Engineer prior to submission for payment. The monthly progress schedule shall:

- a) Show in detail the status of the work;
- b) Be subdivided into appropriate Phases with percentages complete for each Phase, and;
- c) Reflect the amount and value of work accomplished to the date of such submission directly to Parish. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice. Four (4) original copies

of the invoice shall be submitted to the Parish. All invoices shall be delivered to the Parish Program Management office for processing, unless otherwise directed. The invoice must be signed and dated by a principal member of the firm or person authorized to represent the firm. Upon receipt and approval of each invoice, the SBPG shall pay the amount shown to be due as per the terms of the agreement.

Monthly in proportion to the Contractor's Estimate for Payment for the following phase:
Construction Phase, 95%

Upon satisfactory completion and furnishing required documents to SBPG for the following phase:
Construction Close-Out Phase, 100%

ADDITIONAL/SUPPLEMENTAL ENGINEERING SERVICES

Topographic Survey and Geotechnical Investigation shall be paid according to the Lump Sum method described above and as per **Attachment D**.

Upon completion and acceptance of the Hazard Mitigation Plan, the HMP Phase will be recognized as an Additional Service and identified in a Change Order to the original Agreement. A reasonable Not-to-Exceed fee based on actual expended time incurred shall be established.

RESIDENT PROJECT REPRESENTATIVE – RESIDENT INSPECTION SERVICES

If it is determined that Resident Inspection Services are to be provided by the Engineer, a Change Order to the original Agreement will be executed to establish a Not-to-Exceed (NTE) fee. Payments to the Architect or Engineer for resident project representative services rendered shall be made monthly based on a certified invoice substantiated by timesheets and inspection reports. The hourly rate for resident project representative services shall be \$55.00 per hour, unless otherwise approved by written consent of the Parish.

Inspection reports and timesheets for the resident inspection services performed shall be provided. Inspection reports, at a minimum, shall accurately and sufficiently reflect the project name, project number, name of inspector, brief timeline of inspection activities, miles traveled from nearest main Engineering office, Contractor name, visitors to site, weather information including daily temperature range, Contractor start and stop times, description of construction work underway including key activities and major pay items, utilized construction equipment, and other pertinent construction activities and events such as failed or cancelled tests.

REIMBURSABLE EXPENSES

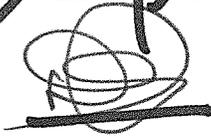
~~Upon prior approval from the Parish in writing, reimbursable expenses shall be limited to mileage for resident inspection and copies for final documents and submittals directly related to the specific project. No other general office supplies and/or charges, including computer/CAD charges, telephone charges, field survey equipment, etc. are acceptable.~~

~~Mileage for resident inspection services will be reimbursable up to the allowable Federal rate per mile at the time the travel occurred. Mileage shall be based on the distance to and from the main local Engineering office to a construction site. Only one trip from the office to the field per day is allowable. The total miles per day shall be included on the daily resident inspection report or suitable mileage log.~~

~~Mileage for general Engineering basic services is not reimbursable.~~

~~Reimbursable expenses and additional services shall be billed at direct costs, without overhead and profit or administrative charges. Proper supporting documentation as requested by the Parish or its stakeholders shall be provided for all invoiced reimbursable expenses.~~

Strike *JE* *WIKERT.*
SBPG



**Attachment C
CHANGE ORDER**

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 14 of the Engineering Services Agreement ("Agreement") dated _____, 2015, between St. Bernard Parish Government ("CLIENT") and Volkert, Inc., ("CONSULTANT"), this Change Order modifies the Subcontract as follows:

1. **Change in Contracted Services:**

2. **Change in Time of Performance** (attach schedule if appropriate):

3. **Change in CONSULTANT's Compensation:**

All other terms and conditions remain unchanged.

CLEINT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

**Attachment D
FEE BREAKDOWN**

**Saint Bernard Parish Government
Hazard Mitigation for East St. Avide Street at De La Ronde Canal - Canal Crossing
FEMA PW 19926**

Volkert, Inc.

Current Available Funds per PW 19926 Version 0:

Estimated Construction Cost for Replacement =	\$ 213,144.00
<i>Engineering Fee Percentage, % (per FEMA Curve "B"):</i>	12.9%
Engineering Basic Services Fee =	\$ 27,495.00
Supplemental Engineering Services:	
Survey =	\$ 2,131.00
Geotechnical Investigation =	\$ 4,263.00

BASIC SERVICES FEE BREAKDOWN:

DESCRIPTION	CONTRACT VALUE
<i>Engineering Basic Services:</i>	
PRELIMINARY DESIGN PHASE, 30% =	\$ 8,248.50
FINAL DESIGN PHASE, 35% =	\$ 9,623.25
BID PHASE & CONTRACT AWARD, 5% =	\$ 1,374.75
CONSTRUCTION ADMINISTRATION PHASE, 25% =	\$ 6,873.75
CONSTRUCTION CLOSE OUT PHASE, 5% =	\$ 1,374.75
Total Basic Services Fee =	\$ 27,495.00

ADDITIONAL/SUPPLEMENTAL SERVICES FEE BREAKDOWN:

DESCRIPTION	CONTRACT VALUE
<i>Supplemental Engineering Services:</i>	
Survey Fee* =	\$ 2,131.00
Geotechnical Investigation Fee* =	\$ 4,263.00
Supplemental Services Total =	\$ 6,394.00

* Supplemental engineering services to be compensated based on actual work performed and deliverables submitted. Fee to be adjusted based on actual proposal(s) provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2015

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

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

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: carly.underwood@greyling.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co.</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liab. Co.</td> <td></td> <td>38318</td> </tr> <tr> <td>INSURER C: Catlin Insurance Company</td> <td></td> <td>19518</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American Insurance Co.		16535	INSURER B: Starr Indemnity & Liab. Co.		38318	INSURER C: Catlin Insurance Company		19518	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Volkert, Inc. 3809 Moffett Road P.O. Box 7434 Mobile AL 36607	<i>MD 10/29/15</i>																				

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 0138380-00	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAP 0138379-00	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0.00						
B				1000010744	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 0138381-00	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	C	Professional Liability		AED 196314-0716	7/28/2015	7/28/2016	Per Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Project # 546200.80; East St. Avide At De LaRonde Canal. St. Bernard Parish Government is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

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