

ENGINEERING SERVICES CONTRACT

ORIGINAL

This contract ("Contract"), with an effective date of December 3, 2008, is by and between St. John Parish ("OWNER") and All South Consulting Engineers, LLC ("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-1 ("Contracted Services"), incorporated herein by reference, and shall strictly conform with the terms and conditions of this Contract.

2 TERM OF AGREEMENT

2.1 This Contract shall commence upon Engineer receipt of a Notice to Proceed from Owner, and ENGINEER is authorized to commence performance of the Contracted Services as of that date. This Contract terminates in four (4) years or 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-1, 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.

3.2 Owner agrees to pay Engineer within thirty (30) days of receipt of invoice. Failure to pay Engineer within thirty days, Engineer retains right to charge interest at a rate of 1 ½ percent above prime.

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 venturer 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.

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 as 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 including notification to OWNER of findings. 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 the 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) in the form of Attachment C ("Change (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. John Parish.

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 compensible 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 \$500,000.00 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 17.1.1 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.

18.3 OWNER shall defend, indemnify and hold harmless ENGINEER, and its 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 demolition and debris removal.

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. John Parish Department of Public Safety

Attn: Paul Oncale
or,

ENGINEER:

All South Consulting Engineers, LLC
110 Veterans Memorial Boulevard, Ste 300
Metairie, La. 70005

Attn: Timothy P. Bonura

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 after actual prior written notice has been received by OWNER and 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.

26.3 ENGINEER shall notify OWNER in writing of any sub consultants used for any services outlined in this Contract.

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 Federal District Court (New Orleans) or in the appropriate state court in St. John 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 EPA GRANT CONDITIONS

32.1 If OWNER has entered into or will enter into Assistance Agreements with the Environmental Protection Agency (EPA). Regarding its services, ENGINEER agrees to be bound by the conditions contained therein with respect to the Assistance Agreement Award Conditions, which apply to the OWNER, its contractors, subcontractors, employees, and representatives.

32.2 In the event of a conflict between EPA conditions and this Agreement, the EPA conditions shall govern.

33 RECORDS

33.1 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.

33.2 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.

33.3 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.

34 ATTACHMENTS

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

Attachment A-1	Scope of Services for Professional Services
Exhibit A of Attachment A-1	Project Description
Attachment B	Compensation and Payment

OWNER

Bill Hubbard
Signature

Bill Hubbard
President

10-3-08
Date

Witness

ENGINEER

[Signature]
Signature

Timothy P. Bonura, P.E.
President

10-1-08
Date

[Signature]
Witness
JARRET BAUER

Attachment "A-1"
Contracted Services

This is an exhibit attached to and made a part of the Agreement dated _____,
between St. John Parish (OWNER) and All South Consulting Engineers, LLC.
(ENGINEER) for Professional Services.

1. The scope of services in section 1 of said agreement is amended to include the following:

- All South Consulting Engineers, LLC will provide professional services required to properly monitor the removal of storm debris as a result of Hurricane Gustav and Ike from waterways located within St. John Parish. This process includes the necessary paperwork required for debris removal and disposal.
- Monitoring services shall include but not be limited to the following:
 - Project Management
 - Debris Monitor Supervision
 - C&D debris removal
 - Dump site monitor
 - Waterway debris monitor
 - Temporary dump site monitor
 - White goods monitor
 - Truck Certification Monitor
- For every ten monitors a supervisor will be provided in order to insure quality control.

EXHIBIT A OF ATTACHMENT A-1

Project Description:

All South Consulting Engineers, LLC will provide professional services required to provide storm debris monitoring and management for the removal of Storm generated debris along the navigable and drainage waterways for St. John Parish.

Attachment "B"
Compensation and Payment

This attachment is hereby attached to and is part of the ENGINEERING AGREEMENT.
This contract shall not exceed \$100,000.00 unless authorized by Owner.

Payment to the ENGINEER shall be as follows:

Rate Schedule for Hourly Tasks:

Personnel:

The Maximum Hourly rates to be paid for each classification of employee shall not exceed the following:

<u>Category of Personnel</u>	<u>Maximum Payable Hourly Rate</u>
Project Engineer/Project Manager	\$140.00
Debris Management Consultant	\$110.00
Debris Monitor Supervisor	\$ 80.00
Clerical	\$ 45.00
Debris Monitor	\$ 48.00

Purchased Services:

Rates paid under this contract will be compared annually with the Louisiana Department of Transportation and Development Statewide Average Salary and Overhead rates and adjusts accordingly. Mileage will be paid at a rate of \$0.46 per mile for travel on job site.