



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
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Deputy Clerk

Donna Fulton #87070

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
DESIGN PROFESSIONAL
(LOUISIANA' STRATEGIC ADAPTIONS FOR FUTURE ENVIRONMENTS)
LASAFE
(AIRLINE AND MAIN COMPLETE STREETS PROJECT)**

This Agreement is made and entered into on this 19th day of September, 2019 St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by (Natalie Robottom), Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and G.E.C., INC., 3445 N. Causeway Boulevard, Ste. 401, Metairie, Louisiana 70002, (TAX ID # 72-1268093) represented by Cary Bourgeois, PE, Senior Vice President, (hereinafter referred to "Design Professional") do hereby enter into this "Agreement" under the following terms and conditions.

General Project Scope Description

The State of Louisiana Office of Community Development – Disaster Recovery Unit (OCD-DRU) under the Louisiana Strategic Adaptions for Future Environments (LASAFE) Program has approved grant funding to St. John the Baptist Parish for design and construction of the Airline and Main Complete Streets Project.

The LASAFE project study corridor extends along the Airline Highway in LaPlace, the western most limit being the intersection of Airline Highway and Tiffany Drive, and the eastern most limit being the intersection of Airline Highway and Main Street. The southernmost limits are the south edge of pavement of Airline Hwy and Northernmost limits are to the North Right of Way line on the North. The project study corridor continues along Main Street from the intersection of Airline to 5th Street.

The scope of work includes Preliminary Plans, and Final Plans for the Green Street improvements within the designated LASAFE program corridor.

Bidding and Construction Phase Services will be provided for the Airline and Main Street corridor improvements.

Topographic Surveys will be provided for the limits of study corridors of the Airline and the Main Street.

Geotechnical analysis and design recommendations will be provided for the limits of the study corridors of the Airline and the Main Street. This project will a total of twelve (12) undisturbed soil borings (9 borings along Airline Hwy. and 3 borings along Main St.). Each boring will be completed at

Wetlands Delineation and COE Jurisdictional Determination Services will be provided along limits of the study corridors of the Airline and the Main Street; subject to evaluation of the reasonableness of existence of wetlands within the corridor.

Corps of Engineers Wetland and LADNR Coastal Use Permitting Services will be provided for the scope of work that is anticipated to be constructed with LASAFE funds.

Traffic Study and plans will be prepared to for Two Signalized Pedestrian Crossings (La 3188, Belle Terre Blvd and US 51) and one Un-signalized Pedestrian Crossings (La 44, Main St.)

Hydrologic and Hydraulic Engineering Study to document and provide analysis of stormwater movement within the LASAFE corridor; as it relates to the proposed retentions and drainage improvements.

Construction Observation Services will be provided for the improvements that will be constructed utilizing LASAFE funding.

The improvements along the Airline corridor and the Main Street corridor is a Resilient Infrastructure and Community Non-Structural Mitigation/Flood Risk Reduction project. The construction of improvements under this program is to serve as an example of planning for future heightened flood risk by incorporating stormwater management strategies that also provide enhanced transportation options, including off-street pedestrian and cyclist paths, green median and shade trees; retention and filtering of runoff components, bioretention swales, permeable pavement systems, native plantings, and other "green" infrastructure amenities.

As a special requirement under the allocation of LASAFE funds to the State of Louisiana from the United States Department of Housing and Urban Development under the National Disaster Resiliency Competition (P.L.13-2), all Agreements must clearly state a period of performance and penalties for failure to meet performance goals (Reference Paragraph 1.3.9 and 4.2 of this Agreement) in addition to the following:

1. P.L.13-2 requires expenditures of all funds and closeout of the program by the last day of September 2022.
2. Further, P.L.13-2 requires that the Design Professional contracted under this Agreement, prior to obligation of funds for construction shall certify that the design meets the appropriate code or industry design or appropriate construction standards. This certification is to be provided with the transmittal of Bidding Documents for pricing.
3. A component of the LASAFE program is the reporting of lessons learned and strategies to develop a more resilient community that adapts to changes and climate and related altered environments. Accordingly, the project scope includes the development of an educational component that outlines methodologies and techniques implemented as part of the LASAFE project. The educational component would include items such as a description kiosk, narrative signage on innovative technologies implemented, information plaques, etc. This will be located on Lot 2, Square B, Woodland Plantation (St. John Utilities Building).

The current funding allocation for construction for the segments to be construction with LASAFE funds totals approximately \$4,800,000.

Topographic Survey work will include sufficient research of Courthouse Records to indicate apparent property lines; existing recorded drainage servitudes or other such servitudes that may impact design; identification of any observed property corner monuments; public road right-of-ways, both statutorily dedicated and tacitly dedicated.

3. Providing as an Additional Service, Observation of Construction, on a part-time basis per the provisions described herein, hereinafter known as **"Construction Observation Services."**
4. Preparation of a Geotechnical Engineering report as an Additional Service, (to include soil borings and laboratory analysis) by a Louisiana licensed Professional Engineer necessary to complete the design of the project infrastructure, hereinafter known as **"Geotechnical Analysis and Design Recommendation Services."**
5. Preparation of Right-of-Way Survey (Real Property Acquisition related) as an Additional Service necessary for the OWNERS Right-of-Way Negotiator to utilize in the process of acquiring servitude parcels for the project, hereinafter known as **"Right-of-Way/Servitude Survey Services,"** where right-of-way servitudes do not presently exist and are necessary to be acquired. (It is presently anticipated that no additional rights of way or servitudes are to be acquired. In the event that any parcels are noted as being needed to implement the project, parcel surveys and legal description will be separately negotiated).
6. Providing as an Additional Service necessary to secure a Corps of Engineers Wetlands Permit, the delineation of "wet" areas within the Project limits, hereinafter known as **"Wetlands Delineation Services."**
7. Providing as an Additional Service necessary to prepare and submit permit applications to the U.S. Army Corps of Engineers and the Louisiana Department of Natural Resources for work in areas where designated and delineation wetland areas are documented, hereinafter known as **"Corps of Engineers – Wetland & LADNR Permitting Services."**
8. Providing as an Additional Service the preparation of the LDOTD Project Permit for all work proposed to be undertaken within the LDOTD right-of-way; along with necessary coordination with local LDOTD officials, hereinafter known as **"LDOTD Project Permit."**
9. Providing as an Additional Service the preparation of Hydraulic and Hydrologic investigations related to proposed improvements within the Project Limits, hereinafter known as **"Hydraulic and Hydrologic Study"**.
10. Providing as an Additional Service the Traffic Study and Plans prepared for Two Signalized Pedestrian Crossings (La 3188, Belle Terre Blvd and US 51) and one Un-signalized Pedestrian Crossings (La 44, Main St.), hereinafter known as **"Traffic Study"**.

OWNER and DESIGN PROFESSIONAL in consideration of their mutual covenants herein agree in respect of the performance of professional design services by DESIGN PROFESSIONAL and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF DESIGN PROFESSIONAL

1.1. General:

1.1.1. DESIGN PROFESSIONAL shall provide for OWNER professional design services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional design representative for the Project, providing professional consultation and advice and furnishing customary civil site design work; landscape architectural design services; related electrical design services; and also provide topographic surveys and other necessary services.

1.2. Reserved

1.3. Design Phase:

During the Design Phase, DESIGN PROFESSIONAL shall:

1.3.1. Prepare Contract Documents (hereinafter called Drawings and Specifications) to show the general scope, extent and character of the work to be furnished and performed by the successful bidder (construction contractor). The general segments of work in this Phase are as typically denoted as: Schematic Design Submission (Preliminary Plans first submittal), Design Development Submission (Preliminary Plans 2nd submission), and Construction Documents Submission (Final Plans).

1.3.2. Prepare technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. Prepare and assist OWNER in processing all applications for regulatory or governmental approvals (State Fire Marshal, Department of Health, Federal Aviation Administration, Local Permitting Agencies, etc.); except Wetland Corps of Engineers Section 404 Permit, if any; and a Louisiana Department of Transportation and Development Project Permit, which if such are deemed to be determined to be necessary shall be considered as an Additional Service under 2.1.3.

1.3.3. Advise OWNER of the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER an opinion of probable Total Project Costs based on the Drawings and Specifications.

1.3.4. DESIGN PROFESSIONAL shall determine the particular extent of surface geotechnical investigation and topographic and/or boundary survey work, if any, that may be required for the project. DESIGN PROFESSIONAL shall solicit and contract with a qualified geotechnical testing professional and survey professional for the established scope of work. These services shall be additional services and not included in the scope of work for the DESIGN PROFESSIONAL in Basic Services.

1.3.5. Prepare for review and approval by OWNER, its legal counsel and the OCD-DRU, the contract agreement forms, general conditions and OCD-CDBG supplementary conditions, and bid

1.3.6.2. Design Development Phase: (Second Submission Under Preliminary Plans) At Design Development Phase, furnish five (5) copies of 50% Drawings, 50% of outline Specification and updated Preliminary Cost Estimate of Construction Cost to OWNER.

1.3.6.3. Final Plan Phase: Furnish five (5) copies of the 95% Drawings, 95% Specifications and detailed 95% Estimate of Construction Cost and present and review them in person with OWNER. After making modifications, as may be necessary, furnish five (5) copies of the Final Drawings, Final Specification and detailed 100% Final Estimate of Construction Cost. Further provide an electronic copy of the 100% Final Plans, 100% Final Specification, and 100% Final Cost Estimate in electronic format (CD).

1.3.6.4 Preliminary Plans:

1.3.6.4.1 The Preparation of Preliminary Plans for the project shall be in accordance with the requirements outlined in current editions of the Louisiana Department of Transportation and Development (LDOTD) Roadway Plan Preparation Manual; as may be appropriately modified by the Design Professional in order to convey the design intent and as needed, to assist in securing a LDOTD Project Permit for LASAFE funded improvements within the rights of ways of Airline Highway and Main Street. Statements in the Manual, which may be in conflict with requirements specified in the main body of this Agreement shall be considered as superfluous information and not applicable to this Agreement. Plans shall be developed in such a format that computer generated original reproducible of the plans can be easily accommodated. Plans will not be required to include summary sheets as required in the LDOTD Roadway Plan Preparation Manual.

1.3.6.4.2 Specifications for the project shall be in accordance with the latest edition of Louisiana Standards Specifications for Roads and Bridges, amended to comply with current practices of LDOTD; as may be appropriately modified by the DESIGN PROFESSIONAL in order to convey the design intent and as needed, to assist in securing a LDOTD Project Permit for LASAFE funded improvements within the rights of ways of Airline Highway and Main Street.

1.3.6.4.3 The design format shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways; and as may be determined by the Design Professional to be applicable to this project. The format of the plans shall conform to the standards used by the LDOTD in the preparation of its contract plans for items of work of similar nature; and also, as may be appropriately modified by the DESIGN PROFESSIONAL in order to convey the design intent and as needed, to assist in securing a LDOTD Project Permit for LASAFE funded improvements within the rights of ways of Airline Highway and Main Street.

1.3.6.4.4 The preparation of location plans for subgrade soil borings that in the judgement of the DESIGN PROFESSIONAL, may be necessary for the design of the project.

1.3.6.4.5 The preparation of estimates of construction contract cost shall be based on estimated quantities developed for Preliminary Plans.

1.3.6.4.6 Construction cost estimates based on the Preliminary Plans shall be developed separately for the following areas:

1. The Airline Highway Corridor

Professional in order to convey the design intent and as needed, to assist in securing a LDOTD Project Permit for LASAFE funded improvements within the rights of ways of Airline Highway and Main Street. Plans will not be required to include summary sheets as required in the LDOTD Roadway Plan Preparation Manual.

1.3.6.5.3 The design and preparation of completed detailed Final Plans shall be drawn to acceptable scales for the project. The plans shall include designs and details for work to develop the drainage channel typical section, trail heads, walk paths, ornamental lighting, signage, bioswales, permeable pavements, urban section runoff control and reduction measures, landscape plannings, innovative concepts for water management, traffic control for pedestrians, required and proposed right-of-way acquisitions, etc. The Final Plans shall include an educational component related to LASAFE strategies incorporated into the design. The Final Plans shall show construction limits.

1.3.6.5.4 The preparation and submittal of construction cost estimates based on the Final Plans shall be provided for the following work segments:

1. The Airline Corridor
2. The Main Street Corridor

1.3.6.5.5 The preparation of construction cost estimates shall use where feasible the LDOTD standard bid items; or other such items as may be appropriately developed by the Design Professional for the specific nature of LASAFE improvements.

1.3.6.5.6 The scope includes preparation of all special specifications required for non-typical LDOTD work items.

1.3.6.5.7 The scope includes preparation of specifications and contract documents suitable for bidding purposes.

1.3.7 P.L. 13-2 Design Professional Certification: With the submission of Final Plans suitable for bidding purposes and prior to the bidding phase, the DESIGN PROFESSIONAL shall certify that the design meets the appropriate code or industry design and appropriate construction standards.

1.3.8. DESIGN PROFESSIONAL shall give notice and contact owners of underground utilities or facilities (or the regional notification center, if such exists) of the proposed plan of improvements as provided in Louisiana R.S. 38:2223. DESIGN PROFESSIONAL shall submit documentation of the notification effort to the OWNER.

1.3.9. The duties for the Design Phase for each of the noted Projects, will be completed and Contract Documents and DESIGN PROFESSIONAL'S opinion of costs submitted to the CDBG Administrator within 270 calendar days of receipt of a Notice to Proceed from the OWNER; allowing 30 calendar days for advance work for Topographical Surveying Services (30 calendar days – Topographical Survey plus 240 calendar days – design through contract documents). The OWNER reserves the right to grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the DESIGN PROFESSIONAL. If the Design Phase is not completed by the established deadline, a fee of \$350 per working day will be deducted from the Basic Fee due to the DESIGN PROFESSIONAL until the Design Phase is completed.

1.4 **Bidding Phase:** After authorization to proceed with the Bidding Phase, DESIGN

whom Bidding Documents have been issued, attend pre-bid conferences (if applicable), and receive and process deposits for Bidding Documents, all in accordance with standard practices of the OWNER. DESIGN PROFESSIONAL shall contact the OCD-DRU to ensure that the latest wage rate determination as issued by the U.S. Department of Labor is included in the Bidding Documents.

1.4.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents in accordance with R.S. 38:2212. Forward draft copies of all proposed addenda to the OCD-DRU for early review and OCD-DRU's approval. Forward a copy of all addenda issued to the OWNER and the OCD-DRU.

1.4.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "CONTRACTOR") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5. DESIGN PROFESSIONAL shall contact the OCD-DRU at least ten (10) days before the date of receipt of bids to verify if any modifications to wage rates have been issued by the U.S. Department of Labor (i.e. "ten-day call"). If a modification has been issued, DESIGN PROFESSIONAL shall prepare and issue an addendum to notify bidders of the modification.

1.4.6. Attend the bid opening, report during the bid opening and prior to the opening of bids the current Estimate of Construction Cost in accordance with R.S. 38:2212. Prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services; prepare official recommendation of award with bid tabulation and forward to OWNER and OCD-DRU. Before issuance of the recommendation of award letter, DESIGN PROFESSIONAL shall work with OCD-DRU to verify that the low bidder is not on the HUD list of debarred or ineligible contractors. After award by the OWNER, secure a certified copy of the award resolution or ordinance and forward to OCD-DRU.

1.5. **Construction Phase:** During the Construction Phase:

1.5.1. **General Administration of Construction Contract:** DESIGN PROFESSIONAL shall consult with and advise OWNER and act as OWNER'S representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to CONTRACTOR(S) will be issued through the DESIGN PROFESSIONAL who will have authority to act on behalf of OWNER to the extent provided in said General Conditions, except as otherwise provided in writing.

1.5.2. DESIGN PROFESSIONAL shall make written recommendation to the OWNER for the number and type of quality control testing required for the project; and assist the OWNER in soliciting three (3) quotations from third party qualified testing laboratories for the estimated scope of services. After selection has been made by OWNER, notify selected firm of appointment and provide documentation of solicitation process to the OCD-CDBG Administrator.

1.5.3. DESIGN PROFESSIONAL shall route Contracts for Construction between the OWNER and CONTRACTOR for signatures and shall prepare "conformed" copies of the Construction Contract Documents for distribution as follows:

- OWNER—2 sets

1.5.4. DESIGN PROFESSIONAL shall coordinate, schedule and conduct the Preconstruction Conference. The OCD-CDBG Administrator shall be invited to attend the Conference to assist in outlining specific obligations related to CDBG regulations. DESIGN PROFESSIONAL shall prepare minutes of the Conference and distribute to the OWNER, CONTRACTOR, and OCD-DRU.

1.5.5. DESIGN PROFESSIONAL shall assist the OWNER in the issuance of the Notice to Proceed to the CONTRACTOR. A copy of the Notice to Proceed shall be copied to the OWNER and OCD-DRU, in addition to the CONTRACTOR.

1.5.6. DESIGN PROFESSIONAL shall assist OWNER in recordation with the Clerk of Court the following:

- Executed Construction Contract
- Performance Bond
- Payment Bond

The cost for the recordation expense shall be paid for by the OWNER. A copy of the transmittal letter to the Clerk of Court shall be copied to the OWNER and the OCD-DRU.

1.5.7. Visits to Site and Observation of Construction: In connection with observations of the work of CONTRACTOR while it is in progress:

1.5.7.1. DESIGN PROFESSIONAL shall make visits to the site at intervals appropriate to the various stages of construction as DESIGN PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contract work, however in no case shall such visits be less than once per week while work is being performed. Based on information obtained during such visits and on such observations, DESIGN PROFESSIONAL shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and DESIGN PROFESSIONAL shall keep OWNER informed of the progress of the work.

1.5.7.1.1. As a Professional Service supplemental to Design Services, DESIGN PROFESSIONAL shall provide the services of a Field Project Representative at the site to assist DESIGN PROFESSIONAL and to provide more expanded observation of such work. The Project Representative (and any assistants) will be DESIGN PROFESSIONAL'S agent or employee and under DESIGN PROFESSIONAL'S supervision. The Project Representative will be on-site to verify and observe construction, on a part-time basis, as required by the specific stage of construction or scheduled construction activities.

1.5.7.2 The purpose of DESIGN PROFESSIONAL'S visits to the site will be to enable DESIGN PROFESSIONAL to better carry out the duties and responsibilities assigned to and undertaken by DESIGN PROFESSIONAL during the Construction Phase, and, in addition, by exercise of DESIGN PROFESSIONAL'S efforts as an experienced and qualified design professional, to provide for OWNER greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, DESIGN PROFESSIONAL shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control over CONTRACTOR'S work nor shall DESIGN PROFESSIONAL have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with

general progress. The observations shall be denoted on a Site Visit Report with the Reports, and photographic documentation, forwarded periodically, no less than monthly, to the OWNER and OCD-DRU for review and filing.

1.5.8. Defective Work: During such visits and on the basis of such observations, DESIGN PROFESSIONAL may disapprove of or reject CONTRACTOR'S work while it is in progress if DESIGN PROFESSIONAL believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.5.9. Interpretations and Clarifications: DESIGN PROFESSIONAL shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required. All change orders are to be routed to OCD-DRU for review and acknowledgement prior to routing to the OWNER for approval.

1.5.10. Shop Drawings: DESIGN PROFESSIONAL shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.5.11. Substitutes: DESIGN PROFESSIONAL shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR.

1.5.12. Vehicle Travel Mileage, Long Distance Calls, Postage, Express Mail: The costs associated with vehicle travel mileage (for DESIGN PROFESSIONAL and Consultants); long distance calls, postage, express mailing, etc., shall be considered as a component of the Basic Services fee and included in the lump sum fees provided for in Section 5.1.1 and Section 5.1.2.

1.5.13. Disputes Between OWNER and CONTRACTOR: DESIGN PROFESSIONAL shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. DESIGN PROFESSIONAL shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.14. Applications for Payment: Based on DESIGN PROFESSIONAL'S on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.5.14.1. DESIGN PROFESSIONAL shall determine the amounts owed to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of DESIGN PROFESSIONAL'S knowledge information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, DESIGN PROFESSIONAL'S recommendations of payment will include final determinations or quantities and

supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR'S compliance with laws, rules, regulations ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on DESIGN PROFESSIONAL to make any examination to ascertain how or for what purposes any CONTRACTOR has used any moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.15. Processing for Payment: Approved applications for payment shall be forwarded to the OWNER for payment; with a copy of the DESIGN PROFESSIONAL's transmittal letter along with a copy of the approved application for payment and also submitted to OCD-DRU.

1.5.16. Quality Control Testing Invoices: DESIGN PROFESSIONAL shall also review and approve for payment any invoices submitted for quality control testing, with approved invoices forwarded to the OWNER, as well as to OCD-DRU.

1.5.17. CONTRACTOR'S Completion Documents: DESIGN PROFESSIONAL shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the result certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.5.18. Substantial/Final Completion Inspections: DESIGN PROFESSIONAL shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that DESIGN PROFESSIONAL may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.5.14.2.

1.5.18.1. The DESIGN PROFESSIONAL shall prepare a list of items (Punch List) for correction or completion, together with an assigned dollar value, as provided by in R.S. 38:2248.B. The DESIGN PROFESSIONAL shall follow the provisions of R.S. 38:2241.1 regarding acceptance of a project. Copies of the Punch List, along with documentation to the recommending substantial completion acceptance, shall be forwarded to the OWNER and OCD-DRU.

1.5.19. Record Prints: DESIGN PROFESSIONAL shall provide three (3) sets of record prints of Drawings, each set-in paper copy and one (1) electronic copy on CD, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by CONTRACTOR to DESIGN PROFESSIONAL and which DESIGN PROFESSIONAL considers significant. Further, the Title Sheet of the record prints shall include the following: 1) "Record Drawings"; 2) Contractor Name; 3) Date of Acceptance of Substantial Completion and final Contract amount. Two (2) copies shall be for the OWNER'S Project files and one (1) copy submitted to OCD-DRU.

1.5.20. Final Payments: As provided for in R.S. 38:2248., DESIGN PROFESSIONAL shall review and approve completion of Punch List items remaining after acceptance and shall certify approval of

1.5.22. Limitation of Responsibilities: DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor or supplier, or any of the CONTRACTOR'S or subcontractor's or supplier's agents or employees or any other persons (except DESIGN PROFESSIONAL'S own employees and agents) at the site or otherwise furnishing or performing any of the CONTRACTOR'S work; however, nothing contained in paragraphs 1.5.1 through 1.5.21 inclusive, shall be construed to release DESIGN PROFESSIONAL from liability for failure to properly perform duties and responsibilities assumed by DESIGN PROFESSIONAL in the Contract Documents.

SECTION 2 - ADDITIONAL SERVICES OF DESIGN PROFESSIONAL

2.1. Services Requiring Authorization in Advance:

If authorized in writing by OWNER, DESIGN PROFESSIONAL shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9, inclusive. These services are not included as part of Basic Services, unless specifically noted otherwise. These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER and field surveys for design (Topographical Surveys) purposes. This service does not include surveys and staking (Construction Staking) to enable CONTRACTOR to proceed with the work and providing other special field surveys during construction of the project.

2.1.2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond DESIGN PROFESSIONAL'S control.

2.1.3. Services to prepare permits for work within designated Wetlands, including delineation services, Corps of Engineers 404 permit filings and responses, etc.; and, prepare permits for work within the LDOTD right of way, addressing review comments, attendance at coordination meetings, etc., all related to the securing of an LDOTD Project Permit.

2.1.4. Furnishing services of independent professional associates and consultants for those other than Basic Services (which include, but are not limited to, customary civil, structural, landscape architectural and electrical designs incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs DESIGN PROFESSIONAL to provide such types described in paragraph 3.4.

2.1.5. Services during out-of-town travel required of DESIGN PROFESSIONAL other than visits to the site or OWNER'S office as required by Section 1.

2.1.6. Providing any type of property survey services needed for the transfer of interests in real property.

2.1.7. Preparation of operating, maintenance, and staffing manuals to supplement Basic Services.

2.1.8. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.9. Reserved

2.1.10. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause/force majeure during construction, (2) a significant amount of defective or neglected work of any CONTRACTOR, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any CONTRACTOR.

2.3 Additional Services this Agreement:

2.3.1 LDOTD Project Permit: The scope of work, as an Additional Service, includes the submission of an LDOTD Project Permit for all elements of work proposed to be constructed within or adjacent to LDOTD rights-of-ways utilizing LASAFE funds. The scope under the LDOTD Project Permit Work Task will include general coordination with LDOTD as to the incorporation of resilient design concepts and work elements within their corridor.

2.3.2 Right-of-Way Acquisition: It is anticipated during the preparation of Preliminary Plans that certain parcels may be identified for acquisition that are critical to the successful implementation of the project. As the scope of work is currently envisioned, there are no right of way parcels to be acquired. If acquisition of parcels are determined to be needed, provisions for servitude document surveys, legal descriptions, etc. will be negotiated as an Additional Service.

2.3.3 Topographic Surveying Services: In order to have a coordinated design along the linear corridor of Airline Highway and Main Street, topographic surveys will be prepared along the corridor as required to secure sufficient existing conditions information to provide a complete design package.

2.3.4 Hydraulic and Hydrologic Engineering Services: In order to have documented analysis of the impact of proposed drainage modifications within the roadway corridors, and to verify impacts of modifications to the hydraulic profiles, both upstream and downstream of the project, a hydraulic and hydrologic and engineering evaluation will be conducted to establish pre and post impacts to the drainage system within the corridors. The Hydraulic and Hydrologic Study will be utilized to provide technical data to support the reasoning for the proposed runoff and drainage modifications within the roadway corridor.

2.3.5 Traffic Study: A Traffic Study will be conducted to establish the impacts, if any, and to report necessary modifications that would be needed for continued efficient movement of traffic within the construction corridor, as may be impacted by proposed modifications to be implemented utilizing LASAFE funds within the roadway corridors. The Study will include traffic analysis of two signalized and one unsignalized intersections, recommendations for intersection details and crosswalk details, and signalization calculations.

2.3.6 Wetlands Delineation, Jurisdictional Determination, COE and LADNR Permitting: In order to determine whether or not Wetlands or Waters of the U.S. would be impacted as a result of construction improvements funded under this program of improvements, a wetlands delineation investigation within the right of way of the project corridors will be conducted. The results of the delineation will be submitted to the COE for a jurisdictional determination. If the jurisdictional determination reports that Wetlands or Waters of U.S. will be impacted, then the services would include the preparation of COE permit (404, Nationwide, and Section 10, as applicable and LADNR permit (Coastal Use).

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of DESIGN PROFESSIONAL:

3.1. Designate a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S services for the Project.

3.2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist DESIGN PROFESSIONAL by placing at DESIGN PROFESSIONAL'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to DESIGN PROFESSIONAL, as required for performance of DESIGN PROFESSIONAL'S Basic Services the following:

3.4.1. Data prepared by or service of others, including without limitation geotechnical borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. Appropriate professional interpretations of all of the foregoing;

3.4.3. Environmental assessment and impact statements;

3.4.4. Other special data or consultations not covered in Section 2; all of which DESIGN PROFESSIONAL may use and rely upon in performing services under this Agreement.

3.5. Provide design surveys to establish reference points for construction to enable CONTRACTOR to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter upon public and private property as required for DESIGN PROFESSIONAL to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by DESIGN PROFESSIONAL, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of DESIGN PROFESSIONAL.

3.8. Furnish copies of any approval or denial responses to DESIGN PROFESSIONAL for permit applications to from all governmental authorities having jurisdiction over the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or DESIGN

3.11. Give prompt written notice to DESIGN PROFESSIONAL whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of DESIGN PROFESSIONAL'S services, or any defect or non-conformance in the work of CONTRACTOR.

3.12. Furnish, or direct DESIGN PROFESSIONAL to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.13 Perform or provide the following services:

3.13.1 Administrative services related to the funding program.

3.13.2 CDBG Grants Consultant and management services related to the funding program.

3.13.3 Legal services including legal opinions and guidance related to the rights of public authorities to investigate, survey, design and construct the proposed public infrastructure projects in and along existing drainage ways and legal advice regarding the necessity to obtain rights-of-way, construction servitudes, rights of entry and any other matters related to land rights.

3.13.4 Minimum Wage – Davis Bacon Compliance and monitoring.

3.14. Bear all costs incident to compliance with the requirement of this Section.

SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for DESIGN PROFESSIONAL'S services provided for elsewhere in the Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. DESIGN PROFESSIONAL'S obligation to render services hereunder will extend for a period which may reasonable be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

4.2. DESIGN PROFESSIONAL'S services under Design Phase shall be considered complete at the date when the submissions are delivered to OWNER for final acceptance, and subsequently delivered to OCD by the **deadline established in Paragraph 1.3.9.**, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.3. After acceptance by OWNER of the DESIGN PROFESSIONAL'S Drawings, Specifications and other Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, DESIGN PROFESSIONAL shall proceed with performance of the services call for in the Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

4.4. The Construction Phase will commence with the execution of the contract to be executed for the work of the Project or any part thereof, or upon execution and delivery of the Notice to Proceed, at the option of the OWNER, and will terminate upon written recommendation by DESIGN PROFESSIONAL of final payment.

4.5. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of DESIGN PROFESSIONAL'S services shall be adjusted equitably.

SECTION 5 - PAYMENTS TO DESIGN PROFESSIONAL

5.1. Methods of Payment for Services and Expenses of DESIGN PROFESSIONAL:

5.1.1. Reserved

5.1.2. For Basic Services: OWNER shall pay DESIGN PROFESSIONAL for Basic Services rendered under Section 1 as follows:

5.1.2.1. Basic Services:

5.1.2.1.1. A lump sum fixed fee of SEVEN HUNDRED SEVENTY THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS and no cents (\$770,862.00) for all Basic Services (except services of DESIGN PROFESSIONAL'S Project Representative and assistants furnished under Paragraph 1.5.7.1.1), which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.2.2. Construction Observation Services:

5.1.2.2.1. For services of DESIGN PROFESSIONAL'S Project Representative and assistants furnished under Paragraph 1.5.7.1.1, for services rendered by employees assigned to Construction Observation, a lump sum fixed fee of ONE HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS and no cents (\$174,159.00), which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.3. Payment Schedule: Payment for services rendered shall be made after completion of the following Phases of work at the stated percentages; or percentage of completion thereof at the date of billing:

- Scoping 2%
- Schematic Design Phase (Preliminary Plans – 1ST Submission)..... 13%
- Design Development Phase (Preliminary Plans – 2nd Submission)..... 35%
- Construction Documents Phase (Final Plan Phase)..... 65%
- Bidding and Contracting Phase..... 67.5%
- Construction Phase..... 97.5%
- Closeout (Record Drawings) 100%

Payment for Construction Phase and Construction Observation Services shall be based on the percentage of construction complete during the Construction Phase, based on approved CONTRACTOR pay applications.

5.1.4. For Additional Services: OWNER shall pay DESIGN PROFESSIONAL for Additional Services rendered under Section 2 as follows:

5.1.4.1. General: For Additional Services of DESIGN PROFESSIONAL'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.8), on the basis of DESIGN PROFESSIONAL'S Standard Hourly Rate Charges, included herein and as set forth in Exhibit B "DESIGN PROFESSIONAL'S Per Diem Charges, 2019."

5.1.4.3. Topographic Surveying Services (Field Data/Existing Conditions Surveys):

5.1.4.3.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.1, a lump sum fixed fee of EIGHTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS and no/cents (\$85,144.00) for all related Topographic Surveying Services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.4. Geotechnical Analysis and Design Professionalizing Services:

5.1.4.4.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.4, a lump sum fixed fee of THIRTEEN THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS and no/cents (\$13,198.00) for necessary geotechnical investigations, analysis, and recommendations related to Geotechnical Analysis and Design Professionalizing Services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.5. Right-of-Way / Servitude Survey Services:

5.1.4.5.1. **RESERVED.** No right of way servitudes are anticipated as presently scoped.

5.1.4.6. Wetlands Delineation Services:

5.1.4.6.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.3, a lump sum fixed fee of NINE THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS and no/cents (\$9,359.00) for all related Wetlands Delineation Services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.7. Corps of Engineers – Wetland & Louisiana Department of Natural Resource Coastal Permitting Services:

5.1.4.7.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.3, a lump sum fixed fee of TWELVE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS and no/cents (\$12,925.00) for all related Corps of Engineers Wetlands Permit application preparation and response services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.8. LDOTD Project Permit:

5.1.4.8.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.3, a lump sum fixed fee of TWENTY THOUSAND NINETY-TWO DOLLARS and no/cents (\$20,092.00) for all related LDOTD Project Permit services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.9. Traffic Study:

5.1.4.9.1. For services rendered by DESIGN PROFESSIONAL in accordance with

5.1.4.10. Hydraulic and Hydrologic Study:

5.1.4.9.1. For services rendered by DESIGN PROFESSIONAL in accordance with Paragraph 2.1.4, a lump sum fixed fee of FORTY-TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS and no/cents (\$42,770.00) for all related Hydraulic and Hydrological Study services, which lump sum fixed fee was calculated on estimated manhour rates, direct labor, overhead, and profit as indicated in EXHIBIT "C."

5.1.4.11. Serving as a Witness: For services rendered by DESIGN PROFESSIONAL'S principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceedings in accordance with paragraph 2.1.8, at the rate of ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS and no/cents (\$1,850.00) per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceedings will be on the basis provided in paragraph 5.1.4.1). Compensation for DESIGN PROFESSIONAL'S independent professional associates and consultants will be on the basis provided in paragraph 5.1.4.2.

5.1.5. For Reimbursable Expenses: In addition to payments provided for in Paragraphs 5.1.1, 5.1.2 and 5.1.4, OWNER shall pay DESIGN PROFESSIONAL the actual costs of the following Reimbursable Expenses: (1) Reproduction of Plans and Specifications for Bidding and Contract Purposes, less any sums paid for by prospective bidders and/or contractors that are not refunded (Reproduction Costs for OWNER/OCD reviews, permitting, and Record Drawings shall be included in the Basic Services lump sum fee); and (2) Fee charged by any regulatory or review agencies.

5.2. Times of Payments:

5.2.1. DESIGN PROFESSIONAL shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon DESIGN PROFESSIONAL'S estimate of the proportion of the total services complete at the time of billing for Basic Services through Bidding Phase. Billings for services rendered during the Construction Phase shall be tied directly to the percentage of work completed by the Contractor for construction. OWNER shall make prompt monthly payments (no later than 45 days following receipt of DESIGN PROFESSIONAL'S statements by OWNER) in response to DESIGN PROFESSIONAL'S monthly statements.

5.3. Other Provisions Concerning Payments:

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due DESIGN PROFESSIONAL for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, DESIGN PROFESSIONAL will be paid for services rendered during that phase on the basis of DESIGN PROFESSIONAL'S hourly time charged during that phase to date of termination by DESIGN PROFESSIONAL'S principals and employees engaged directly on the Project. In the event of any such termination, DESIGN PROFESSIONAL also will be reimbursed for the charges of independent professional associates and consultants employed by DESIGN PROFESSIONAL to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses, plus all termination expenses.

5.3.2. Records of DESIGN PROFESSIONAL'S hourly time charge pertinent to DESIGN PROFESSIONAL'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If provisions of termination are instituted, copies at time charges will

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost:

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by DESIGN PROFESSIONAL, but it will not include DESIGN PROFESSIONAL'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or the cost of other services to be provided by others to OWNER.

6.2. Design Within Budget Requirements:

6.2.1. The responsibility to design of the Project within funds available for construction is solely the responsibility of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL is directed to develop cost estimates (opinions of Total Project Costs) throughout the process of the design. DESIGN PROFESSIONAL is to analyze the scope of the work as it compares to general construction costs in the area. Therefore, the DESIGN PROFESSIONAL agrees that, should the low bid price of the project exceed the amount budgeted for construction as included in the LASAFE application as approved by OCD-DRU, the DESIGN PROFESSIONAL shall revise the plans and specifications necessary to reduce, change, or modify the scope or nature of the work necessary to bring the construction cost of the project within the amount of funds budgeted, and such work shall be done at no additional cost to the OWNER.

6.2.2 The current LASAFE funds budgeted for construction totals \$4,800,000.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination:

Provisions for Termination which are covered in Exhibit A – “Federal and State Requirements” are hereby superseded with the following paragraphs.

7.1.1. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the DESIGN PROFESSIONAL have been made; but this contract may be terminated under any or all of the following conditions.

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the DESIGN PROFESSIONAL to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the DESIGN PROFESSIONAL.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. In the event of the abandonment of the project by the OWNER.
5. In the event the DESIGN PROFESSIONAL does not maintain a valid Louisiana Design Professional License.
6. The OWNER may terminate this contract at any time for the OWNER's convenience by giving at least ten (10) days notice in writing to the DESIGN PROFESSIONAL. If the contract is terminated by the OWNER as provided herein, the DESIGN PROFESSIONAL will be paid for the time provided and expenses incurred up to the termination date.

7.1.2. This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein.

7.1.3. Upon termination the DESIGN PROFESSIONAL shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed. Notwithstanding any other provision contained herein, the release, defense, indemnity obligations, allocation of risks contained herein and all corresponding insurance shall survive any termination of this agreement.

7.2. Reuse of Documents:

All documents including Drawings and Specifications prepared or furnished by DESIGN PROFESSIONAL pursuant to this Agreement shall remain the property of the OWNER as provided by R.S. 38:2317. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by DESIGN PROFESSIONAL for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to DESIGN PROFESSIONAL, or to DESIGN PROFESSIONAL'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless DESIGN PROFESSIONAL and DESIGN PROFESSIONAL'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys fees

7.3.1.1. Professional Liability Coverage: Limits of liability no less than \$1,000,000.

7.3.1.2. Comprehensive General Liability Insurance: Minimum limits of \$1,000,000 per accident/occurrence, or as provided in the latest edition of the manual "Louisiana Capital Improvement Projects Procedure Manual for Design and Construction," whichever is greater. OWNER shall be named as an additional insured to the extent of the indemnity obligations, liabilities, and risks assumed by the DESIGN PROFESSIONAL in this agreement.

7.3.1.3. Comprehensive Automobile Liability Insurance: Minimum limits of \$1,000,000 per accident/occurrence.

7.3.1.4. Worker's Compensation: As provided by state statute.

7.3.1. All certificates of insurance shall be furnished to the OWNER and to OCD-DRU, and shall provide that insurance shall not be canceled without thirty (30) days prior written notice of cancellation given to the OWNER. OWNER shall have the right, but not the obligation, to pay an additional premium for the coverage of OWNER as a named insured in an amount as determined by DESIGN PROFESSIONAL's insurer and accepted by OWNER.

7.3.1.1. Certificates of Insurance: Certificates denoting coverage as provided above is included herein as "Exhibit E - Certificates of Professional Liability Insurance and General Liability Insurance, Etc."

7.4. Successors and Assigns:

7.4.1. OWNER and DESIGN PROFESSIONAL each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and DESIGN PROFESSIONAL (and to the extent permitted by paragraph 7.4.2) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor DESIGN PROFESSIONAL shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent DESIGN PROFESSIONAL from employing such independent professional associates and consultants as DESIGN PROFESSIONAL may deem appropriate to assist in the performance of services hereunder.

7.4.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and DESIGN PROFESSIONAL, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and DESIGN PROFESSIONAL and not for the benefit of any other party.

7.5. Non-Collusion Affidavit: The executed Non-Collusion Affidavit as provided for by R.S. 38:2224 is included herein as Exhibit D - "Non-Collusion Affidavit."

7.6. Reserved.

7.8. Indemnification: DESIGN PROFESSIONAL agrees to defend, indemnify fully, and hold harmless at DESIGN PROFESSIONAL's sole expense OWNER, its officers, directors, and employees (herein collectively referred to as "OWNER") from and against all losses, claims and causes of action for personal injury, death or property damage brought by any person and caused by the negligent or willful act or omission of DESIGN PROFESSIONAL, its officers, directors, employees, or subcontractors.

OWNER agrees to defend, indemnify fully, and hold harmless at OWNER's sole expense DESIGN PROFESSIONAL, its officers, directors, and employees (herein collectively referred to as "DESIGN PROFESSIONAL") from and against all losses, claims and causes of action for personal injury, death or property damage brought by any person and caused by the negligent or willful act or omission of OWNER, its officers, directors, or employees.

7.9. Solicitation: The DESIGN PROFESSIONAL warrants that he/she/it has not employed or retained any company or person, other than a bona-fide employee working solely for the DESIGN PROFESSIONAL, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the DESIGN PROFESSIONAL, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.

7.10. Notices: All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then five (5) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

If to Parish:	If to Design Professional:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Cary A. Bourgeois, PE, Senior Vice President G.E.C., Inc. 3445 N. Causeway Boulevard, Ste. 401 Metairie, Louisiana 70002

7.11. Amendments and Waivers: No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.14. Specific Performance: Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy to which they may be entitled, at law or in equity.

- 8.2.2. Exhibit B – "DESIGN PROFESSIONAL'S Per Diem Charges – 2019."
- 8.2.3. Exhibit C – "Basic Services & Additional Cost – Cost or Price Summaries."
- 8.2.4. Exhibit D – "Non-Collusion Affidavit" (Regarding R.S. 38:2224).
- 8.2.4. Exhibit E – "Certificates of Professional Liability Insurance, General Liability Insurance, Etc."
- 8.2.5. Exhibit F – "Certification of Non-Segregated Facilities."
- 8.2.6. Exhibit G – "Certificate Regarding Debarment, Suspension and Other Responsibility;"
- 8.2.7. Exhibit H – "Section 3 Certification of Selected Construction" (w/Section 3 Plan Attachment and Section 3 Certification).
- 8.3. This Agreement together with any Exhibits and schedules identified above constitute the entire agreement between OWNER and DESIGN PROFESSIONAL and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 8.5. Facsimile/Electronic Signatures: This agreement may be executed by facsimile and/or electronic signature, which shall be deemed to be an original.
- 8.6. This Agreement is executed in Four (4) originals.

SIGNATURES ON FOLLOWING PAGE

WITNESS:

DESIGN PROFESSIONAL:
G.E.C., INC.

William Bennett
SIGNATURE

Diane Garrett
PRINT NAME

By: CMB
Cary A. Bourgeois, PE, Senior Vice President

EXHIBIT A

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she

explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking

assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 e-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

16. PATENTS

C. Contractors shall incorporate foregoing requirements in all subcontracts.
B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

During the performance of this contract, the Contractor agrees as follows:

(applicable to contracts and subcontracts of \$10,000 and under)

15. AS AMENDED

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246.

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. CONFLICT OF INTEREST

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

13. REPORTING REQUIREMENTS

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

12. INSPECTION

for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

28. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

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EXHIBIT B
DESIGN PROFESSIONAL'S Per Diem Charges-2019

CLASSIFICATION HOURLY RATES

G.E.C., INC.

Classification	Rate
Principal	\$ 242.00
Senior Engineer	\$ 185.00
Senior Technician	\$ 111.00
Senior Draftsman	\$ 82.00
Civil Engineer, P.E.	\$ 138.00
Engineer E.I.T.	\$ 91.00
Clerical.....	\$ 79.00
Environmental Safety Specialist III.....	\$ 119.00
Environmental Safety Specialist II	\$ 76.00
GIS Specialist	\$ 81.00
Landscape Architect	\$ 113.00
Land Survey, PLS.....	\$ 80.00
Survey Crew 4-Man.....	\$ 132.00
Survey Crew 3-Man.....	\$ 112.00
Certified Inspector	\$ 80.00

Exhibit "C"
Cost Price Fee Documentation

LASAFE
Airline and Main Complete Streets

I. Basic Services

1.	Scoping	\$	21,904
2.	Task 2 - Landscape Design.....	\$	88,016
3.	Task 6 - Electrical Lighting	\$	115,675
4.	Task 8 - Preliminary Plans.....	\$	145,177
5.	Task 9 - Final Plans.....	\$	148,271
6.	Task 11 - Construction Engineering.....	\$	235,402
7.	Task 12 - As-Built Plans.....	\$	16,417
	Total Lump Sum.....	\$	770,862

II. Additional Services

1.	Task 1 - Topographical Surveys.....	\$	85,144
2.	Task 3 - H & H Study.....	\$	42,770
3.	Task 4 - Geotechnical Engineering.....	\$	13,198
4.	Task 5 - Engineering Traffic Study.....	\$	31,596
5.	Task 7 - Wetlands Delineation & Permitting.....	\$	22,284
	(Wetland Delineation = \$9,359)		
	(Permitting = \$12,925)		
6.	Task 10 - LDOTD Project Permit.....	\$	20,092
7.	Task 11 - Construction Observation.....	\$	174,159
	Total Lump Sum.....	\$	389,243

III. Total Basic Services & Additional Services

\$ 1,160,105

Excluded - Attachment

LA SAFE - Airline and Main Complete Streets

# of SHEETS	Labor Costs	Principal Engineer	Senior Engineer	Senior Technician	Senior/Checker AutoCAD Tech	Civil Engineer (PE)	Engineer (EIT)	Typical Chemical	Environmental Safety Specialist III	Environmental Safety Specialist II	Civil Specialist I	Expenses	Engineering Hours
1	Hourly Rates -- Total \$ 7,874.00 Sub-Total Hours 81 Hourly Rates \$ 97.21 Direct Payroll \$ 7,874.00	\$86.37 Total MH 0 M/hrs. 0	\$66.10 Total MH 81 M/hrs. 81	\$36.52 Total MH 0 M/hrs. 0	\$26.35 Total MH 0 M/hrs. 0	\$48.41 Total MH 50 M/hrs. 50	\$32.38 Total MH 0 M/hrs. 0	\$26.17 Total MH 0 M/hrs. 0	\$42.54 Total MH 5 M/hrs. 5	\$27.01 Total MH 0 M/hrs. 0	\$26.83 Total MH 0 M/hrs. 0		
TOTAL DIRECT PAYROLL COST \$7,874.00 OVERHEAD (3 Year Avg.) 154.46 \$4,245.99 TOTAL ESTIMATED COST \$12,119.99 10% PROFIT \$1,912.82 DIRECT EXPENSES \$ - Total \$7,904.11													
1	Hourly Rates -- Total \$ 2,748.36 Sub-Total Hours 18 Hourly Rates \$ 152.68 Direct Payroll \$ 2,748.36	\$86.37 Total MH 1 M/hrs. 1	\$66.10 Total MH 18 M/hrs. 18	\$36.52 Total MH 0 M/hrs. 0	\$26.35 Total MH 0 M/hrs. 0	\$48.41 Total MH 18 M/hrs. 18	\$32.38 Total MH 18 M/hrs. 18	\$26.17 Total MH 0 M/hrs. 0	\$42.54 Total MH 0 M/hrs. 0	\$27.01 Total MH 0 M/hrs. 0	\$26.83 Total MH 0 M/hrs. 0	\$1,600.00 \$ 500.00 \$ 500.00	\$27.01 Total MH 0 M/hrs. 0
TOTAL DIRECT PAYROLL COST \$2,748.36 OVERHEAD (3 Year Avg.) 154.46 \$4,245.99 TOTAL ESTIMATED COST \$6,994.38 10% PROFIT \$1,049.33 DIRECT EXPENSES \$ 77,450.00 Total \$55,143.82													
1	Hourly Rates -- Total \$ 2,896.28 Sub-Total Hours 19 Hourly Rates \$ 152.43 Direct Payroll \$ 2,896.28	\$86.37 Total MH 1 M/hrs. 1	\$66.10 Total MH 19 M/hrs. 19	\$36.52 Total MH 0 M/hrs. 0	\$26.35 Total MH 0 M/hrs. 0	\$48.41 Total MH 19 M/hrs. 19	\$32.38 Total MH 19 M/hrs. 19	\$26.17 Total MH 0 M/hrs. 0	\$42.54 Total MH 0 M/hrs. 0	\$27.01 Total MH 0 M/hrs. 0	\$26.83 Total MH 0 M/hrs. 0	\$79,908.31	\$27.01 Total MH 0 M/hrs. 0
TOTAL DIRECT PAYROLL COST \$2,896.28 OVERHEAD (3 Year Avg.) 154.46 \$4,245.99 TOTAL ESTIMATED COST \$7,370.14 10% PROFIT \$1,105.52 DIRECT EXPENSES \$ 70,806.31 Total \$88,016.13													
1	Hourly Rates -- Total \$ 11,246.55 Sub-Total Hours 40 Hourly Rates \$ 281.16 Direct Payroll \$ 11,246.55	\$86.37 Total MH 0 M/hrs. 0	\$66.10 Total MH 40 M/hrs. 40	\$36.52 Total MH 20 M/hrs. 20	\$26.35 Total MH 20 M/hrs. 20	\$48.41 Total MH 115 M/hrs. 115	\$32.38 Total MH 130 M/hrs. 130	\$26.17 Total MH 25 M/hrs. 25	\$42.54 Total MH 0 M/hrs. 0	\$27.01 Total MH 0 M/hrs. 0	\$26.83 Total MH 0 M/hrs. 0	\$27.01 Total MH 0 M/hrs. 0	\$27.01 Total MH 0 M/hrs. 0
TOTAL DIRECT PAYROLL COST \$11,246.55 OVERHEAD (3 Year Avg.) 154.46 \$4,245.99 TOTAL ESTIMATED COST \$15,646.90 10% PROFIT \$2,347.04 DIRECT EXPENSES \$ 40,881.49 Total \$58,875.33 TASK# 2 Total \$42,755.64													

1

LA SAFE - Airline and Main Complete Streets

# of SHEETS	Labor Costs	Principal Engineer	Senior Engineer	Senior Technician		Senior Drafter AutoCAD Tech		Chief Engineer (PE)	Engineer (EIT)		Typed Clerical	Environmental Safety Specialist III		Environmental Safety Specialist II	CRC Specialist I	Expenses	Engineering Hours
				M/hrs	Total MH	M/hrs	Total MH		M/hrs	Total MH		M/hrs	Total MH				
1	\$ 427.88	\$66.10	\$39.52	\$29.35	\$49.41	\$32.38	\$28.17	\$42.54	\$27.01	\$28.93	\$12,000.00						
	Sub-Total Hours	4	4	0	0	2	2	2	2	0	0	0	0	0	0	0	0
	Hourly Rates	\$66.10	\$39.52	\$29.35	\$49.41	\$32.38	\$28.17	\$42.54	\$27.01	\$28.93	\$12,000.00						
	Direct Payroll \$	\$264.40	\$156.40	\$0.00	\$98.82	\$64.76	\$57.00	\$87.00	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	

TOTAL DIRECT PAYROLL COST \$427.88
 OVERHEAD (3 Year Avg) 154.46 \$66.118
 TOTAL ESTIMATED COST \$1,086.17
 10% PROFIT \$108.62
 DIRECT EXPENSES \$ 12,000.00
 Total \$13,196.80

1114

# of SHEETS	Hourly Rates - Totals	M/hrs	Total MH	Senior Technician		Senior Drafter AutoCAD Tech		Chief Engineer (PE)	Engineer (EIT)		Typed Clerical	Environmental Safety Specialist III		Environmental Safety Specialist II	CRC Specialist I	Expenses	Engineering Hours
				M/hrs	Total MH	M/hrs	Total MH		M/hrs	Total MH		M/hrs	Total MH				
1	\$ 467.38	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	\$ 376.12	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	\$ 382.56	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	\$ 726.52	1	12	4	48	4	48	6	72	4	48	4	48	4	48	4	48
1	\$ 510.86	1	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4
2	\$ 786.52	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Sub-Total Hours	2	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Hourly Rates	\$66.10	\$39.52	\$29.35	\$49.41	\$32.38	\$28.17	\$42.54	\$27.01	\$28.93	\$12,000.00						
	Direct Payroll \$	\$172.74	\$1,086.17	\$0.00	\$1,086.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	

TOTAL DIRECT PAYROLL COST \$953.77
 OVERHEAD (3 Year Avg) 154.49 \$66.118
 TOTAL ESTIMATED COST \$1,118.26
 10% PROFIT \$111.83
 DIRECT EXPENSES \$ 1,200.00
 GEC TOTAL \$27,508.36
 Total \$31,508.40

1114

# of SHEETS	Hourly Rates - Totals	M/hrs	Total MH	Senior Technician		Senior Drafter AutoCAD Tech		Chief Engineer (PE)	Engineer (EIT)		Typed Clerical	Environmental Safety Specialist III		Environmental Safety Specialist II	CRC Specialist I	Expenses	Engineering Hours
				M/hrs	Total MH	M/hrs	Total MH		M/hrs	Total MH		M/hrs	Total MH				
1	\$ 467.38	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	\$ 376.12	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	\$ 382.56	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	\$ 726.52	1	12	4	48	4	48	6	72	4	48	4	48	4	48	4	48
1	\$ 510.86	1	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4
2	\$ 786.52	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Sub-Total Hours	2	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Hourly Rates	\$66.10	\$39.52	\$29.35	\$49.41	\$32.38	\$28.17	\$42.54	\$27.01	\$28.93	\$12,000.00						
	Direct Payroll \$	\$172.74	\$1,086.17	\$0.00	\$1,086.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	

TOTAL DIRECT PAYROLL COST \$953.77
 OVERHEAD (3 Year Avg) 154.49 \$66.118
 TOTAL ESTIMATED COST \$1,118.26
 10% PROFIT \$111.83
 DIRECT EXPENSES \$ 1,200.00
 GEC TOTAL \$27,508.36
 Total \$31,508.40

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2
~~2 of 28~~

LA SAFE - Airline and Main Complete Streets

# of SHEETS	Labor Costs	Principal Engineer		Senior Engineer		Senior Technician		Senior Drafting AutoCAD Tech		Civil Engineer (PE)		Engineer (DT)		Typed/Certical		Environmental Safety Specialist III		Environmental Safety Specialist II		CRS Specialist I		Expenses	Engineering Hours
		M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.	M/hrs.	Total M/hrs.		
	Hourly Rates --	\$86.37	\$66.10	\$39.52	\$23.35	\$49.41	\$23.38	\$28.17	\$42.54	\$27.01	\$28.93												
	Trains																						
	\$	3,270.82	5																				
	\$	2,432.04	3																				
	\$	2,432.04	4																				
	Sub-Total Hours	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Hourly Rates	\$86.37	\$66.10	\$39.52	\$23.35	\$49.41	\$23.38	\$28.17	\$42.54	\$27.01	\$28.93												
	Direct Payroll	\$0.00	\$793.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL DIRECT PAYROLL COST		\$793.20																				
	OVERHEAD (3 Year Avg) 154.48		\$1,960.22																				
	TOTAL ESTIMATED COST		\$1,960.22																				
	10% PROFIT		\$1,973.96																				
	DIRECT EXPENSES		\$70.00																				
	Total		\$22,293.83																				
	Hourly Rates --	\$62.50	\$50.20	\$40.17	\$26.50	\$45.35	\$30.52	\$28.17	\$42.54	\$27.01	\$28.93												
	16000																						
	\$	963.56	0	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
	\$	6,250.22	0	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
	\$	2,896.74	0	8	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
	\$	22,270.51	0	4	68	4	68	4	68	4	68	4	68	4	68	4	68	4	68	4	68	4	
	\$	3,830.08	0	4	12	4	12	4	12	4	12	4	12	4	12	4	12	4	12	4	12	4	
	\$	869.85	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	\$	1,807.22	0	2	4	5	10	10	20	4	8	4	8	4	8	4	8	4	8	4	8	4	
	\$	2,014.83	0	4	8	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	
	\$	6,043.96	0	4	24	4	24	4	24	4	24	4	24	4	24	4	24	4	24	4	24	4	
	\$	1,272.36	0	2	4	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	
	\$	3,854.41	0	2	4	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	
	\$	5,372.85	10	10	12	8	24	12	36	12	36	10	30	10	30	10	30	10	30	10	30	10	
	\$	4,659.20	0	3	30	2	20	3	30	1	10	2	20	0	0	0	0	0	0	0	0	0	
	\$	861.36	4	4	8																		
	Sub-Total Hours	10	271	240	406	357	567	357	567	357	567	357	567	357	567	357	567	357	567	357	567	357	
	Hourly Rates	\$62.50	\$50.20	\$40.17	\$26.50	\$45.35	\$30.52	\$28.17	\$42.54	\$27.01	\$28.93												
	Direct Payroll	\$625.00	\$12,050.19	\$10,000.33	\$10,750.00	\$17,628.86	\$11,853.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL DIRECT PAYROLL COST		\$13,275.37																				
	OVERHEAD 106.24		\$88,499.85																				
	TOTAL ESTIMATED COST		\$13,706.22																				
	10% PROFIT		\$13,170.60																				
	DIRECT EXPENSES		\$70.00																				
	Total		\$145,170.89																				

for Add service
50 sheets
10, 20, 30

Plan

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LA SAFE - Airline and Main Complete Streets

# of SHEETS	Labor Costs	Principal Engineer		Senior Engineer		Senior Technician		Senior Draftsman/AutoCAD Tech		Civil Engineer (PE)		Engineer (ET)		Typical Clerk		Environmental Safety Specialist III		Environmental Safety Specialist II		Civil Specialist I		Expenses	Engineering Hours
		M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH	M/hrs.	Total MH		
1	452.22	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
3	3,673.36	3	12	4	16	4	16	4	16	4	16	4	16	4	16	4	16	4	16	4	16		
4	850.80	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
17	13,773.91	3	51	4	66	6	102	3	51	3	51	4	68	4	68	4	68	4	68	4	68		
3	2,620.69	3	9	4	12	6	18	3	9	3	9	4	12	4	12	4	12	4	12	4	12		
1	685.43	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
1	780.86	3	3	4	4	4	4	5	5	3	3	4	4	4	4	4	4	4	4	4	4		
1	3,947.02	3	3	4	4	4	4	5	5	3	3	4	4	4	4	4	4	4	4	4	4		
7	3,847.02	1	7	4	28	6	42	2	14	2	14	2	14	2	14	2	14	2	14	2	14		
7	3,847.02	1	7	4	28	6	42	2	14	2	14	2	14	2	14	2	14	2	14	2	14		
3	2,865.79	1	3	2	12	3	12	2	6	2	6	3	12	2	6	2	6	3	12	2	6		
1	577.55	5	5	4	12	6	18	3	9	3	9	4	12	4	12	4	12	4	12	4	12		
10	3,473.60	1	10	2	20	3	30	1	10	2	20	3	30	1	10	2	20	3	30	1	10		
5	2,160.90	1	5	2	10	2	10	2	10	2	10	2	10	2	10	2	10	2	10	2	10		
3	447.24	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
2	447.24	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
3	473.62	1	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
2	447.24	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
6	1,341.72	1	6	2	12	3	18	2	12	2	12	3	18	2	12	2	12	3	18	2	12		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
1	223.62	1	1	1	1	1																	

LA SAFE - Airline and Main Complete Streets

See attached breakdown

TASK TOTAL	Practical Engineer	Senior Engineer	Scale Technician	\$25.95		\$40.41		\$32.38		\$28.17		\$42.54		\$27.01		\$28.50		Expenses	Engineering Hours	
				M/hrs	Total MH															
1																				
Total of Tasks																				
1	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	2	5	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DIRECT PAYROLL COST \$2,864.48																				
OVERHEAD (3 Year Avg) 154.48 \$2,000.00																				
TOTAL ESTIMATED COST \$4,864.96																				
10% PROFIT \$486.49																				
TOTAL \$5,351.45																				

Observation of Cost = \$174,150 Add Service

1,160,105 L.S.

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Adm for

vice

LA SAFE - Airline and Main Complete Streets

GEC, INC.
Construction

Airline Hwy and Main St (LaPlace)
SALARY RELATED COST
(LIMITING AMOUNT)

GEC, INC.
Construction
Airline Hwy and Main St (LaPlace)
ESTIMATED OVERTIME ALLOWANCE

Classification Man-Hours Contract Salary x Rate Direct Labor Cost Classification Overtime Hours Contract Hourly x Rate

Classification	Man-Hours	Contract Salary x Rate	Direct Labor Cost	Classification	Overtime Hours	Contract Hourly x Rate
	0.0	\$247.00 /hr	\$0.00	Principal	0	/hr
	520.0	\$185.78 /hr	\$96,604.44	Engineer	0	/hr
		\$137.87 /hr	\$0.00	Engineer Assistant	0	/hr
	0.0	\$115.38 /hr	\$0.00	Senior Technician (Field)	0	\$1.00 /hr
	0.0	\$69.42 /hr	\$0.00	Certified Inspector	0	\$88.00 /hr
	1900.0	\$67.47 /hr	\$128,186.67	Inspector	415	\$81.16 /hr
	780.0	\$150.58 /hr	\$117,450.67	Office Manager	0	\$1.00 /hr
	260.0	\$82.13 /hr	\$21,354.67	Secretary	0	\$1.00 /hr

Sub-Total OT Field Salaries:

GEC Sub Total Field Salaries: \$363,596.44
 GEC Sub-Total OT Field Salaries: \$33,679.56
 GEC TOTAL Direct Expenses: \$12,285.00
GEC TOTAL: \$409,561.00
 Sub-Consultant 1 Total: \$0.00
 Sub-Consultant 2 Total: \$0.00
 Sub-Consultant 3 Total: \$0.00
 Task Order Total: \$409,561.00

Assumed OT 20%
 This estimate is base on 325 working day

See (F) Basic - Const Adm
+
Add Sav - Observation of Const

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LA SAFE - Airline and Main Complete Streets
 GEC, INC.
 Construction
 Airline Hwy and Main St (LaPlace)
 DIRECT EXPENSES

Salary Overtime	ITEM	#	RATE	
	Office Rent	1	\$0.00	months \$0.00
	Truck Expense	22750	\$0.54	miles \$12,285.00
\$0.00	Inspection Supplies	1	\$0.00	\$0.00
\$0.00				
\$0.00				
\$0.00				
\$0.00				
\$33,679.56	TOTAL Direct Expenses			<u>\$12,285.00</u>
\$0.00				
\$0.00				
\$33,679.56				

Mileage. 35 miles/day/inspector
 2 insp x 325 days x 35 miles/day = 22750 miles

contract

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Labor Costs	Hourly Rates → Totals	Principal Engineer		Senior Engineer		Senior Technician		Senior/Drafter AutoCAD Tech		Electrical Engineer (PE)		Engineer (EIT)		Typist Clerical	
		M/Hea.	Total MH	M/Hea.	Total MH	M/Hea.	Total MH	M/Hea.	Total MH	M/Hea.	Total MH	M/Hea.	Total MH	M/Hea.	Total MH
	1 \$ 1,674.18	0	10	0	0	0	0	0	0	16	18	10	10		0
	1 \$ 1,414.14	0	10	0	0	0	0	0	0	10	10	8	8		0
	1 \$ 957.27	0	0	4	4	0	0	0	0	7	7	14	14		0
Considerations	1 \$ 2,325.26	0	6	6	6	12	12	4	4	6	6	20	20		0
	1 \$ 766.22	0	0	4	4	0	0	0	0	2	2	6	6		0
	3 \$ 1,374.96	0	0	5	15	0	0	0	0	1	3	1	3		0
	3 \$ 650.28	0	1	3	3	0	0	0	0	1	1	0	0		0
	1 \$ 313.81	0	4	0	0	0	0	0	0	0	0	0	0		0
	1 \$ 1,780.25	0	3	0	0	0	0	15	15	10	10	20	20		0
ere (Velling Luminance) Analysis	1 \$ 1,834.02	0	3	10	10	0	0	0	0	12	12	20	20		0
Branch Circuits etc.	1 \$ 1,288.03	0	2	6	6	0	0	0	0	7	7	14	14		0
	1 \$ 825.73	0	1	4	4	0	0	0	0	3	3	7	7		0
Analysis	1 \$ 796.71	0	1	4	4	0	0	0	0	7	7	7	7		0
	1 \$ 697.55	0	2	4	4	0	0	0	0	3	3	6	6		0
imates: EOPCC (Const. Cost Est.)	1 \$ 993.00	0	2	3	3	0	0	7	7	3	3	12	12		0
	1 \$ 386.75	0	1	0	0	0	0	6	6	1	1	3	3		0
	1 \$ 490.90	0	0	5	5	0	0	5	5	1	1	3	3		0
	1 \$ 930.45	0	1	0	0	10	10	10	10	5	5	10	10		0
	2 \$ 1,007.64	0	0	4	4	8	8	4	4	2	2	4	4		0
	1 \$ 483.48	0	0	2	2	2	2	6	6	2	2	4	4		0
	1 \$ 606.90	0	0	4	4	4	4	7	7	3	3	3	3		0
	1 \$ 3,304.00	0	1	6	6	6	6	27	27	27	27	27	27		0
	1 \$ 1,515.86	0	1	4	4	4	4	9	9	9	9	18	18		0
	1 \$ 1,286.20	0	1	6	6	6	6	18	18	4	4	8	8		0
	1 \$ 587.88	0	0	0	0	0	0	0	0	6	6	8	8		0
recurement requirements	1 \$ 627.28	0	0	4	4	4	4	6	6	2	2	6	6		0
	1 \$ 1,629.21	0	5	6	6	6	6	0	0	11	11	16	16		0
Calculations	1 \$ 756.85	0	2	3	3	3	3	0	0	5	5	8	8		0
Cost Estimate	1 \$ 477.76	0	1	3	3	3	3	0	0	2	2	6	6		0
	1 \$ 2,453.37	0	0	0	0	0	0	0	0	3	3	3	3		0
	2 \$ 620.26	0	0	0	0	0	0	0	0	3	3	5	5		0
	1 \$ 1,146.32	0	1	10	10	10	10	0	0	6	6	12	12		0
	1 \$ 723.76	0	6	0	0	0	0	0	0	4	4	4	4		0
	1 \$ 485.24	0	0	4	4	4	4	0	0	4	4	4	4		0
	4 \$ 959.48	0	0	4	16	0	0	0	0	1	4	1	4		0
	2 \$ 936.42	0	0	4	8	0	0	0	0	3	6	5	10		0
ps	3 \$ 1,857.17	0	1	3	9	9	9	27	27	2	6	2	6		0
n	1 \$ 427.28	0	1	5	5	0	0	0	0	2	2	2	2		0
Annual	1 \$ 612.98	0	1	3	3	3	3	9	9	2	2	2	2		0
Usage)	3 \$ 954.41	0	1	3	3	0	0	0	0	3	9	3	9		0
Fee		0	75	169	169	0	0	179	179	244	244	370	370		0
		\$86.37	\$66.10	\$39.52	\$29.95	\$49.41	\$32.35								\$28.17
		\$0.00	\$4,824.45	\$6,678.88	\$5,253.65	\$12,056.04	\$11,980.60								\$0.00

TOTAL DIRECT PAYROLL COST \$40,853.82
 OVERHEAD (3 Year Avg.) 155.82 \$63,720.44
 TOTAL ESTIMATED COST \$104,614.06
 10% PROFIT \$10,461.41
 DIRECT EXPENSES \$ 600.00
GEC TOTAL \$115,675.46

See @ Bunc General

88

Smiley

Proposal Breakdown
LASAFE – Airline Highway & Main Street
St. John the Baptist Parish, Louisiana
L1554 Work Order 3507

Topographical Survey

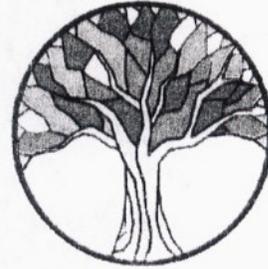
	HOURS	RATE	OH 135.00	SUB TOTAL	PROFIT 10%	TOTAL	
PLS	20	\$37.25	\$1,005.75	\$1,750.75	\$175.08	\$1,925.83	
CAD Tech	120	\$23.29	\$3,772.98	\$6,567.78	\$656.78	\$7,224.56	
Project Coordinator	63.5	\$25.60	\$2,194.56	\$3,820.16	\$382.02	\$4,202.18	
Field Coordinator	40	\$23.28	\$1,257.12	\$2,188.32	\$218.83	\$2,407.15	
Clerical	15.5	\$14.00	\$292.95	\$509.95	\$51.00	\$560.95	
Survey Party (3man)	273	\$61.47	\$22,654.77	\$39,436.08	\$3,943.61	\$43,379.69	
Direct Costs							
GPS System						\$17,000.00	
Travel						\$630.00	
Survey Vehicles						\$125.00	
					TOTAL	\$77,455.36	

August 26, 2019

S:\Documents\Invoice Attachments\L1554.3507\L1554.3507.doc

9

Fee Breakdown



Date: August 16, 2019

To:

Jerome Lohmann, P.E.
GEC, Inc.
9357 Interline Avenue,
Baton Rouge, LA 70809

M. Johanna Leibe, LLC
Landscape Architecture

New Orleans, Louisiana
tel: 504-304-9398
email: johanna@leibe.org

Project: LaSafe (Airline and Main Complete Streets Project)

Address: Airline and Main Streets
St. John the Baptist Parish

It is estimated that 38 plan sheets will be required for landscape plans with a scale of 1" = 10'-0"
Scale is based upon visibility and clarity of plant materials.

Fees are estimated according to hours performed per task. Hours were calculated based upon prior comparable projects, LA DOTD regulations and project location. Hours with associated phase and hourly rate are as follows:

Phase	Hours per Phase	Hourly Rate	Total Fee
15% Schematic Design	31	\$136.13	\$4,220.03
30% Preliminary Design	48	\$136.13	\$6,534.24
95% Final Plan	107	\$136.13	\$14,565.91
100% Final Plan Phase	102	\$136.13	\$13,885.26
Bidding and Negotiations	29	\$136.13	\$3,947.77
Contract Administration	270	\$136.13	\$36,755.10
Total Fee			\$79,908.31

Landscape Architect	
Hourly Rate	\$112.50
Overhead (10%)	\$11.25
Profit (15%)	\$16.88

GULF SOUTH ENGINEERING AND TESTING, INC.

FEE ESTIMATE

	HOURS/ UNITS	RATE	OH 135.00	SUB TOTAL	PROFIT 10%	TOTAL
Principal Engineer/ Senior Consultant	4	\$100.00	\$660.00	\$1,060.00	\$106.00	\$1,166.00
Sr. Project Engineer (P.E.)/Sr. Geologist	9	\$60.00	\$891.00	\$1,431.00	\$143.10	\$1,574.10
Project Engineer/ Staff Engineer (P.E.)	10	\$40.00	\$660.00	\$1,060.00	\$106.00	\$1,166.00
Associate Project Engineer (E. I.)/Geologist	20	\$32.00	\$1,056.00	\$1,696.00	\$169.60	\$1,865.60
Field Engineer (Graduate or E.I.)	40	\$32.00	\$2,112.00	\$3,392.00	\$339.20	\$3,731.20
Drafting Services (CADD)	10	\$28.00	\$462.00	\$742.00	\$74.20	\$816.20
Clerical	7	\$14.00	\$161.70	\$259.70	\$25.97	\$285.67
Direct Costs						
Atterberg Limit Determination (One Point Method)	10	\$65.00				\$650.00
Unconfined Compressive Strength Testing	10	\$55.00				\$550.00
Truck /day	4	\$50.00				\$200.00
					TOTAL	\$12,004.77
					USE	\$12,000.00

*Geotechnical
Investigation*

EXHIBIT F
CERTIFICATION OF NON-SEGREGATED FACILITIES
(Contracts over \$10,000) (41 CFR 60-1.9)

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2019

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 ALEXANDER AND SANDERS INSURANCE AGENCY, INC. 4610 BLUEBONNET BLVD., SUITE A BATON ROUGE LA 70809		CONTACT NAME: Debbie Rachal PHONE (A/C No, Ext): (225) 295-2995 E-MAIL ADDRESS: info@alexsand.com	FAX (A/C, No): (225) 368-2145
INSURED GEC, Inc. P.O. Box 84010 Baton Rouge LA 70884		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CNA-Continental Insurance Co	NAIC # 35289
		INSURER B: Travelers Property Casualty Co of Amer	25674
		INSURER C: XL-XL Specialty Insurance Co	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 All REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6076172054	4/30/2019	4/30/2020	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6076172023	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076172037	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6N736825	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CLAIMS MADE FORM			DPR9941821	5/1/2019	5/1/2020	PER CLAIM \$ 5,000,000 AGGREGATE \$ 5,000,000

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

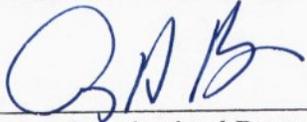
EXHIBIT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals under the Provisions of 24 CFR 24:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Cary A. Bourgeois, P.E., Sr. Vice President
Typed Name and Title of Authorized Representative



Signature of Authorized Representative

09/06/2019

Date

I am unable to certify to the above statement. My explanation is attached.

EXHIBIT H
SECTION 3 CERTIFICATION OF SELECTED CONTRACTOR

Architectural/Engineering Services

Name of Contractor:
G.E.C., Inc.

Project: St. John the Baptist Parish
(Airline and Main Complete Streets
Project)

The undersigned hereby certifies that:

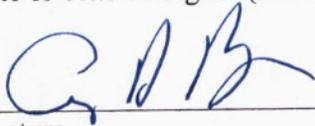
A. The positions listed under Paragraph B that have been filled by G.E.C., INC. since being notified of anticipated issuance of contractor selection on or about JUNE 2019, were not filled to circumvent the contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since JUNE 2019:

<u>NONE</u>	_____	_____
_____	_____	_____
_____	_____	_____

C. If no employment positions have been filled since JUNE 2019, please check box.

Cary A. Bourgeois, P.E., Sr. Vice President
Name & Title of Signer (Print or Type)


Signature

09/10/2019
Date

ATTACHMENT TO EXHIBIT H
(continued)

SECTION 3 PLAN

Parish of St. John the Baptist

 G.E.C., INC. , agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John the Baptist Louisiana.

- A. To ascertain from the Parish of St. John the Baptist official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish of St. John the Baptist the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint Nancy Moeller, Vice President, Human Resources, to function as the Equal Opportunity Officer in the completion of the St. John the Baptist Parish, Airline and Main Complete Streets Project, to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As President of G.E.C., INC. , I have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING SEPTEMBER 2019 THROUGH SEPTEMBER 2022
(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*
**Riverlands Surveying Co., L.L.C.	1	\$77,450.00	1	\$77,450.00
M. Johanna Leibe, LLC	1	\$79,908.31	0	\$0.00
Gulf South Engineering & Testing, Inc.	1	\$12,000.00	0	\$0.00

*The Project Area is coextensive with the Parish of St. John the Baptist's boundaries.

**Riverlands Surveying Co., L.L.C. is a Section 3 Contractor.

G.E.C., INC. _____
Company

St. John the Baptist Parish
(Airline and Main Complete Streets Project)
Project Name

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	0	0
Professionals	6	6	0	0
Technicians	8	8	0	0
Housing Sales/Rental/Mgmt.	0	0	0	0
Office Clerical	2	2	0	0
Service Workers	0	0	0	0
Others	4	0	0	0

TRADE:

Journeyman	0	0	0	0
Apprentices	0	0	0	0
Maximum No. Trainees	0	0	0	0
Others	0	0	0	0

TRADE:

Journeyman	0	0	0	0
Apprentices	0	0	0	0
Maximum No. Trainees	0	0	0	0
Others	0	0	0	0

*Lower Income Project Area Residents: Individuals residing within the Parish of St. John the Baptist whose family income does not exceed 80% of the median income in the State.

G.E.C., INC.
Company

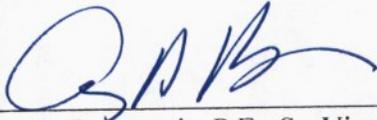
ATTACHMENT TO EXHIBIT H
(continued)

Parish of St. John the Baptist

CERTIFICATION REGARDING SECTION 3

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in all project related contracts exceeding \$100,000; and,
- (b) A written Section 3 plan has been implemented by G.E.C., INC.



Cary A. Bourgeois, P.E., Sr. Vice President
G.E.C., INC.

09/16/2019

Date

St. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA

RESOLUTION
R19-16

Mr. Sorapuru proposed and Mr. Madere seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A Resolution authorizing the Parish President to execute a professional services contract with GEC, Inc. for engineering services for the LA SAFE Airline and Main Complete Streets Project contingent upon successful negotiations of fees pursuant to a cost reasonableness review and approval by the State of Louisiana, Division of Administration and the Office of Community Development-Disaster Recovery Unit (OCD-DRU) and approval of the Cooperative Endeavor Agreement between St. John the Baptist Parish and OCD-DRU.

WHEREAS, the Parish of St. John the Baptist has been awarded funds for the State of Louisiana Community Development Block Grant Disaster Recovery Louisiana's Strategic Adaptions for Future Environments Programs (CDBG-DR LA SAFE) administered by the Office of Community Development-Disaster Recovery Unit; and

WHEREAS, Resolution R18-31 adopted by the St. John the Baptist Council on the 26th day of December, 2018 established policies and procedures for the LA SAFE program, to include policies and a process for procuring professional services, in accordance with the requirements of the Office of Community Development-Disaster Recovery Unit, and compliant with all federal regulations; and

WHEREAS, the Parish of St. John the Baptist has requested qualification statements from interested firms and individuals for Engineering Services needed for the Parish's Community Development Block Grant-Disaster Recovery Louisiana's Strategic Adaptations for Future Environments (CDBG-DR LA SAFE) Airline and Main Complete Streets Project; and

WHEREAS, as required by the procurement policies set forth by the LA SAFE program, and adopted by the St. John the Baptist Parish Council, the qualification statements have been reviewed and ranked in accordance with the established Program Criteria. Now, therefore:

THE ST. JOHN THE BAPTIST COUNCIL HEREBY RESOLVES:

SECTION I. That the Parish President is authorized to negotiate fees with GEC, Inc pursuant to a cost reasonableness review and approved by the State of Louisiana, Division of Administration and the Office of Community Development-Disaster Recovery Unit (OCD-DRU); and

SECTION II. That the Parish President is authorized to execute a professional services contract with GEC, Inc. for engineering services for the LA SAFE Airline and Main Complete Streets Project and to execute any and all documents in connection therewith; and

SECTION III. That execution of the contract for engineering services is contingent upon execution of the Cooperative Endeavor Agreement with OCD-DRU.

The above resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Sorapuru, Becnel, Malik, Perrilloux, Snyder, Hotard Gaudet

NAYS: None **ABSENT:** Remondet, Madere, Wright **ABSTAINING:** None

The result of the vote on the resolution was 6 YEAS, 0 NAYS, 3
ABSENT and 0 ABSTAINING and this resolution was declared adopted on the 9th
day of April, 2019.

[Signature]
COUNCIL CHAIR

Jackie London
SECRETARY

Natalie Robertson
PARISH PRESIDENT

4-10-2019
Date signed

4/10/19
Date signed

4/10/19
Date signed

CERTIFIED, to be a true and correct copy of a resolution adopted by the St.
John the Baptist Parish Council on the 9th day of April, 2019.

Jackie London
SECRETARY