ST. JOHN
THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT FOR
ARCHITECT & ENGINEERING SERVICES
St. John Parish Safe Room Project

Be it known, that on this 23 day of July, 2015, **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**") and **Sizeler, Thompson, Brown Architects; 300 Lafayette Street suite 200, New Orleans, LA 70130,** (hereinafter referred to as "**ENGINEER**"), do hereby enter into this "**Contract**" under the following terms and conditions.

SCOPE OF SERVICES
The services to be performed by Engineer for Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work.**

PAYMENT TERMS
In consideration of the services described above, Parish hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule.**

All payments must be approved by the **Program Manager** and the **Director of Public Safety.**

The Engineer shall submit to the Program Manager its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. The Program Manager shall review, adjust as necessary, and forward to Parish for Payment. Par shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Engineer within 30 calendar days after receipt of Engineer's monthly invoice.

INSURANCE

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements.**

TERMS AND CONDITIONS

Engineer hereby agrees to the **Terms and Conditions,** as stated in **Exhibit D: Terms and Conditions** and acknowledges that they shall control when there is a discrepancy.

MONITORING PLAN

This Contract shall be monitored by the **Program Manager** and **Director of Public Safety** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

Engineer hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be engineer's obligation. Engineer is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Engineer written notice specifying the Engineer's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Engineer. The Engineer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Engineer by Parish shall remain the property of Parish, and shall be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Engineer in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Contract.

NON-ASSIGNABILITY

Engineer shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Engineer from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that Parish shall have the option of auditing all accounts of Engineer which relate to this Contract.

TERM OF CONTRACT

This Contract shall begin on the date referenced on the first page of this document and shall be for a term of two hundred forty days, (240).

INDEMNITY

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Engineer.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event, this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

If to Parish:	**If to Contractor:**
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Thomas M. Brown Sizeler, Thompson, Brown Architects 300 Lafayette Street Suite 200 New Orleans, LA 70130

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Engineer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance

in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Engineer must certify that neither he, nor anyone acting on behalf of Engineer, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Engineer. Engineer further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person regularly employed by Engineer in the regular course of their employment duties for Engineer. Engineer further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, engineer must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Engineer must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12 day of August 2015.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

ENGINEER:
Sizeler, Thompson, Brown Architects

By: Thomas M. Brown
Thomas M. Brown
Principal

Exhibit A
Statement of Work

PROJECT DESCRIPTION

The project consists of the interior architectural design of a saferoom to house essential Parish Services in disaster events. The proposed project area will be immediately adjacent to the existing Parish EOC located at 1801 W. Airline Highway in LaPlace, Louisiana. This site is currently being used as staff and visitor parking on the west side of the Percy Herbert Administration Building

The project is intended to be bid as a single construction project and all documents shall be prepared accordingly. Design shall be complete and inclusive of plans, specifications, details, and general notes. In addition to the foregoing requirements, tender documents shall include the Advertisement, General Conditions, Special Conditions, Bid Forms, Affidvits, and Certifications required by state bid law.

GENERAL OVERVIEW

The Scope of Services consists of providing Engineering and Architectural Services to St. John the Baptist Parish Government (PARISH) for design of a self-contained saferoom for essential Parish personnel to occupy in disaster events. Design shall be based on best engineering practices, current codes (IBC 2012), FEMA 361, ICC 500, NSSA Standard for Design and Construction of Storm Shelters, and industry standards. Facility shall be a reinforced concrete structure approximating 4,000 square feet, built to withstand 200 mph winds and accommodate 163 personnel and Emergency Operations Center functions.

A/E Basic Services Scope of Work

The Engineer will provide Preliminary, Intermediate, and Final Design Phase services, provide preliminary and final Statements of Probable Cost, develop required plans and site sheets or other visualizations and present them to the Parish and other stakeholders, provide technical specifications, provide plans and details, and participate in stakeholder meetings. A/E will provide limited Bid Phase and Construction Phase services.

The Engineer shall be responsible for the preparation of a suitable set of Bidding Documents meeting all requirements of the Louisiana State Bid Law and designed not to exceed a specific estimated construction cost approved by the Parish. In the event that the lowest qualified bid exceeds the Engineer's Opinion of Probable Cost by more than 15%, Engineer shall modify the design and support re-bid efforts at no additional cost to the Parish.

The Engineer shall not proceed with any engineering services without Parish approval and shall not proceed with any subsequent design development phase without written authorization from the Owner.

Specific duties for the A/E under the Basic Services Phases include:

Preliminary, Intermediate, & Final Design Phases

- **Prepare Preliminary 30% Plans**

  The Engineer shall prepare preliminary (30%) design documents in such format and detail as required by the Parish, consisting of drawings, list of specification sections, and other documents illustrating the general scope, scale and relationship of the project components for the written approval of the Parish. Technical specifications shall follow the 3-part Construction Specifications Institute (CSI) format and be organized using the Master Format, 47 Division layout. All documentation provided shall be applicable to this project and consistent with commonly accepted engineering practices. Parish will provide Division 0 and Division 1 requirements to the A/E. Deliverables at the 30% design stage are:

  * 5 Sets Preliminary Design Report including Scope of Work, Alternative Option Analysis, Preliminary Design Calculations & Assumptions, Geotechnical Investigation, and Topographic Survey

  * 5 Sets Preliminary Drawings, full size

  * 5 Sets Preliminary Opinion of Probable Cost

  * 5 Sets Preliminary Specifications Listing

- **Prepare Intermediate 60% Plans**

  After receipt of comments and joint review by Parish and A/E, A/E shall incorporate comments and advance design to the 60% level. Plans shall be dimensioned and include elevations, sections, general notes, and a 3D rendering of the Building. Deliverables to the Parish at this stage of design are:

  * 5 sets of bound full size drawings,

  * 5 sets of bound preliminary specifications

  * Updated Opinion of Probable Cost

  * Proposed Bid Form

  * Preliminary material and equipment selections and justification for selection

  * Narrative explaining the disposition of each comment raised in the review of 30% design documents

- **Prepare 90% plans**

  90% plans shall be complete plans and Bidding Documents for final review. Plans shall be dimensioned plans, elevations, sections, details (including any special details),

general notes and schedules of all engineering, landscaping, civil, structural, mechanical, electrical work and other project related design components in the Project in general conformity commonly accepted engineering standards and practices and in strict conformity with Louisiana State Bid Law. Specifications shall be completely expanded as final specifications. All documentation shall be prepared to final design standards and suitable for tender in its submitted form. Deliverables under this stage of design are;

* 5 sets of bound full size drawings
* 5 sets of bound specifications
* 5 sets of bound Bid Documents
* Updated Opinion of Probable Cost
* Bid Form
* Narrative explaining the disposition of each comment raised in the review of 60% design documents

- **Prepare Final plans**

Final Plans and Biding Documents shall incorporate comments from review of 90% design review and shall be complete in every way. Comments from 90% review should be minimal. Plans and technical specifications shall be sealed and signed by a Professional Engineer licensed to practice in Louisiana. All documentation shall be suitable for tender in its submitted form. Deliverables under this stage of design are;

* 5 sets of bound full size drawings
* 5 sets of bound specifications
* 5 sets of bound Bid Documents
* Final Opinion of Probable Cost
* Final Bid Form
* Narrative explaining the disposition of each comment raised in the review of 90% design documents
* 2 each CD-ROMs each containing separate files of design drawings in native format (AutoCAD 13 or newer), separate files of design drawings in PDF, separate files of specifications in native format (MS Word 2010 or newer), separate files of specifications in PDF, a single file of combined PDF drawing files, and a single file of combined PDF specification files.

- **Opinion of Probable Cost.**

  The Engineer shall submit to the Parish an Opinion of Probable Construction Cost in the same organizational format as the Bid Form and subdivided to account for each item of scope. The estimate detail and backup shall include the units, quantities, and cost per unit for labor material and equipment and extended total for each. Apply subcontractor markups, overhead, and profit separately to arrive at unit prices for each item of scope. Backup documents must identify the source of cost information for each item, i.e., RS Means, Construction On-Line, vendor quotes, etc.

- **Technical specifications.**

  Prepare technical specifications and incorporate Parish front end documents, General Conditions, and Special Provisions related to the specific project for inclusion into the bid package.

  * A/E shall prepare Technical Specifications for the materials, processes, and systems to be incorporated in the work, using the 47 Division format and 3-part construction of the Construction Specifications Institute. The Parish will provide the framework for Advertisement, the General Conditions, the Supplemental Conditions, its General Notes, and other non-standard portions of contract documents. The Engineer shall work with the Parish to incorporate specific Parish requirements into the Bid Documents.

  * The Engineer shall consult with the Parish to determine if a Prevailing Wage Determination from the Secretary of Labor should be included with the Documents and obtain one if necessary.

- **Other Requirements**

  * Coordinate with utilities and agencies having assets within construction area, and other stakeholders

  * Coordinate with supplemental services consultants (i.e. surveyors, geotechnical, abatement, material testing, etc.) Available reports from geotechnical engineering and/or surveyors shall be supplied by CLIENT. Engineer shall rely on those reports in its design.

  * Conduct pile test as part of design.

  * Prepare and submit necessary permits incident to design

Additional Project Coordination between Engineer and Others

The Engineer shall prepare the necessary documents, i.e. reports, cost estimates, plans, details, site sheets, etc. for review by federal and state stakeholder representatives when applicable or required by law. The Engineer shall present the design phase documents to the Owner and any federal and state stakeholders for review and approval.

The Engineer shall coordinate with the Parish, Parish Departments, Facility Managers, and End-Users of the facility to determine the needs and parameters to meet the function, capacity, and size of the facility. The Engineer shall schedule design meetings with the Owner and End-Users to discuss design elements. Owner requested upgrades, additions, or modifications to design which are not eligible for federal funding and shall be tracked and accounted separately.

PROJECT SCHEDULE

The Engineer shall provide a logic driven CPM schedule to the Owner to complete the Design and an anticipated Construction schedule. Schedule may be constructed in Microsoft Project (2010 or newer), Primavera P6 (current version), or other computer based scheduling software acceptable to the Parish. Bar Chart Schedules constructed in Excel or graphics software are not acceptable.

The Schedule will provide summaries and milestones for completion of each design phase... Schedule activities shall be detailed, starting with Notice to Proceed (NTP) and continuing to Award of Construction Contract. The schedule shall include as a 10 workday activity review of phase submittals by Parish. Schedule shall be updated and submitted to Parish monthly.

Design shall be completed as follows:

* **Preliminary Design – 60 calendar days from NTP**

* **Intermediate Design – 115 calendar days from receipt of Preliminary Design Review Comments**

* **90% Design – 60 calendar days from receipt of Intermediate Design Review Comments**

* **Final Design – 5 calendar days from receipt of 90% Design Review Comments**

Exhibit B

PRICING SCHEDULE

Project Elements

Estimate Construction Cost	$180,000.00
Engineering Fee % (SJBP Standard Curve)	11.232%
Total Basic Service Fee	$20,217.60

Project Breakdown

Compensation for services provided shall be a Lump Sum Fee per phase. Fees are to complete the following phases:

Preliminary Design	$6,065.28
Intermediate Design	$6,065.28
90% Design	$6,065.28
Final Design	$2,021.76
Subtotal Basic Services	$20,217.60
Total Engineering Services	$20,217.60

PAYMENTS TO THE ARCHITECT/ENGINEER

Payments to the Engineer for services rendered shall be made phase based on a certified invoice in a format approved by Parish directly proportional to the percentage of completed work and delivered to the Program Manager for each Phase of the work. The percentage will be mutually agreed upon between Program Manager and Engineer prior to submission for payment. Each invoice shall provide:

* Status of the work
* Narrative describing work completed during the period
* Detail for each phase of the work showing amounts previously invoiced, amounts invoiced in the current period, and amounts invoiced to date. Show in detail the status of the work;
* Invoices must be signed and dated by a principal member of the firm or person authorized to represent the firm.
* Program Manager will review and certify the invoice and forward to Parish for payment
* Upon receipt and approval of each invoice, Parish shall pay the amount due as per the terms of the agreement.

The total Lump Sum Fee dollar value will be **as provided in Attachment D (Fee Detail)**

Percentage of Payment per Project Phase
Note: Percentages can be revised per project with approval by Client.

TERMINOLOGY	**Phase %**	**Cumulative Progress %**
Payments to be made as a percentage complete per phase		
PRELIMINARY PHASE	30%	30%
INTERMEDIATE PHASE	60%	60%
90% PHASE	90%	90%
FINAL DESIGN PHASE	10%	100%
TOTAL	100%	100%

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

CONSULTANT shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:
1) Employer's liability limits of $1,000,000/$1,000,000/$1,000,000
2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.**
4) No excluded classes of personnel or employees shall be allowed on Council's premises.

B) Commercial General Liability, including:

1) Contractual liability assumed by this agreement
2) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
3) Personal and advertising liability
4) Completed operations
5) Medical payments

The limits for "B" above shall not be less than:

1) $1,000,000 each occurrence limit
2) $2,000,000 general aggregate limit other than products – completed operations
3) $1,000,000 personal and advertising injury limit
4) $1,000,000 products/completed operations aggregate limit
5) $50,000 fire damage limit
6) $5,000 medical expense limit (desirable but not mandatory)
7) $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**
9) Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the CONSULTANT.

The limits for "C" above shall not be less than:
1) $1,000,000 CSL
2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of

of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

1) $1,000,000.00
2) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the CONSULTANT shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.

Exhibit D
TERMS AND CONDITIONS

1. **Funding Source**
The PARISH will fund this program through internal financial resources. No outside funding source is applicable to this contract.

2. **Lump Sum**
The total amount of lump sum price to be paid CONSULTANT under this Contract, if any, shall not exceed the amount stated. The CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the prior written approval of the PARISH.

3. **Administrative Remedy**
In the event of non-compliance with this Contract the PARISH may withhold payment to CONSULTANT until the PARISH deems the CONSULTANT has returned to compliance. This non-compliance includes, but is not limited to, failure to comply with applicable laws, acting in a manner that may disgrace the PARISH, failing to meet deadlines, failing to file appropriate documentation, and performing scope of services in a non-compliant manner.

4. **Dispute Resolution**
Parish and CONSULTANT agree to negotiate all disputes, including those for non-compliance, between them in good faith for a period of thirty (30) days from the date of notice and thereafter to submit such disputes to a formal non-binding arbitration using a mediator selected by PARISH and CONSULTANT, unless extended by agreement, prior to exercising their rights under any other provisions of this Contract, or under law, with such arbitration occurring in St. John the Baptist Parish at a place determined by PARISH.

5. **Intellectual Property**
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 CONSULTANT for intellectual rights protection purposes. Any such materials produced as a result of this Contract that might be subject to intellectual rights shall be the property of the PARISH and all such rights shall belong to the PARISH, and the PARISH shall be sole and exclusive entity who may exercise such rights.

6. **Copeland "Anti-Kickback" Act**
For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

7. **Davis-Bacon Act**
For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

8. **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act**
For all construction contracts awarded in excess of $2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

9. **Changes**
The PARISH may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the PARISH and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by

all parties to the original and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

10. Reporting

Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

11. Compliance with Laws

The CONSULTANT shall comply with all applicable laws, regulations, ordinances, codes, guidelines, policies, and requirements of the federal, state, and local government, and the CONSULTANT shall hold the PARISH harmless with respect to any damages arising from any breach of law done in performing any of the work embraced by this Contract, all of which CONSULTANT shall be responsible to be abreast of and understand.

12. Access to Records

PARISH, the grantor agency, the grant funding provider (i.e. FEMA, HUD, etc.), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific Contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this Contract will be maintained in a central location by CONSULTANT and will be maintained for a period of five years from final payment or the close of all other pending matters.

13. Clean Water Act Compliance

When this Contract amount is greater than $100,000, CONSULTANT shall comply with section 306 of the Clean Air Act (42 USC 1857H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

14. Energy Conservation Plan

The CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this Contract is performed.

15. Civil Rights Act of 1964/Equal Employment Opportunity

Under 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. During the performance of this Contract, the CONSULTANT agrees as follows:

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONSULTANT setting forth the provisions of this non-discrimination clause.

b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.

c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard

commercial supplies or raw materials.

d. The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the PARISH and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include 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, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the PARISH may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the PARISH, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

16. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this Contract may be 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), all of which shall apply where applicable. 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 CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT'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 applications for each of the positions, and the anticipated date the work shall begin.

d. The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as

provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing 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).

17. 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.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed inserted herein and applicable with this Contract being read, enforced, and interpreted 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 request of either party or upon the required interpretation of a competent court of law, this Contract shall be amended to make such insertion or correction.

19. Continuance of Affidavits

Each and every affidavit submitted or required to be submitted with CONSULTANT's proposal shall be deemed attested to and continuing during the entire duration of this Contract. The CONSULTANT hereby represents that it and all of its employees, subcontractors, and other professionals currently have and will maintain for the duration of this Contract all certification, licenses, and other required authorities or authorizations required to complete the Statement of Work for this Contract and that all final reports, plans and drawings shall be sealed by a professional licensed in Louisiana, where applicable.