

# ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Barowka and Bonura Engineers & Consultants (BBEC), LLC a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the CN Railroad Culverts in Ormond project, Project No. P200801, as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Engineer by the Owner, including Permitting, Preliminary Design, Final Design, Bidding Assistance, Construction Services and Closeout. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project as specified in the ENGINEER'S attached proposal, dated August 17, 2020 and all other requirements in this Agreement.

2.2 In general, the Project consists of the following major elements:

The project understanding is described in the enclosed proposal from Engineer, dated August 17, 2020.

- 2.3 The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF ENGINEER**

- 3.1 Engineer shall provide Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural and construction engineering.
- 3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
- 3.6 Preliminary Design Phase:
- 3.6.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria, and initiate acquiring necessary permits. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
- 3.6.2 The Design Memorandum will consist minimally of the following sections:
- a. Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
  - b. Hydraulics/hydrology.
  - c. Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.).
  - d. Preliminary drawings – 11" x 17" (minimum size).

- e. The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.
- f. Engineer's preliminary opinion of probable costs.
- g. Summary of estimated quantities – initial bid schedule.
- h. Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.

3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotechnical firm.

3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.

3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.

- a. Two (2) copies of the report for review.
- b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
- c. Two (2) copies of the drawings (11" x 17" minimum).
- d. Once the drawing review is complete, submit one copy of the revised drawings.
- e. All files will be titled so as to distinguish between preliminary and final design stages.

### 3.7 Final Design Phase:

3.7.1 Prepare for incorporation into the Bidding Documents the final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical

specifications for review and approval by the Owner (and the Owner's legal and other advisors).

3.7.4 Meeting with the Owner and presenting the final design.

3.7.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.

a. Two (2) copies of the Project Manual for review.

b. Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.

c. Two (2) copies of the drawings – D Size for review.

d. Once the drawing review is complete, submit two stamped copies of the revised drawings plus one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.

e. All files will be titled so as to distinguish between preliminary and final design stages.

### 3.8 Bidding Assistance Phase:

3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

3.8.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3.8.4 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.

3.8.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

3.8.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified by the Owner.

### 3.9 Construction Services Phase

3.9.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in

Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

- 3.9.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 3.9.3 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
- 3.9.4 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Services Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a 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, Engineer 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 Engineer 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 laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except unless otherwise specifically set forth herein. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 3.9.5 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 3.9.6 Shop Drawings: Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), 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 unless provided otherwise herein.

- 3.9.7 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 3.9.8 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 3.9.9 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations 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.
- 3.9.10 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
  - 3.9.10.1.1 Engineer 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 Engineer'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, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 3.9.10.1.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract

Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to 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 compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the 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 unless otherwise specifically set forth herein.

- 3.9.11 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, 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 results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 3.9.12 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 3.9.13 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply additional stamped copies of the Specification and Construction Drawings incorporating addenda items generated during the bid process and/or one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings" as requested by the Contractor.
- 3.9.14 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 3.9.15 Limitation of Responsibilities. Engineer 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 Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and

agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in this Agreement shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

3.9.16 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

3.10 Close Out Phase:

3.10.1 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".

3.10.2 In company with Owner, visit the Project to conduct a Substantial Completion Inspection and observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

3.10.3 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contractor's Contract.

#### **4.0 OWNERSHIP OF DOCUMENTS**

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Engineer may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer 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, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, shall be in the form of a lump sum, billable hours, or “not to exceed” hourly rate which is mutually agreeable to the Owner and the Engineer in writing.

Such supplementary services may include the following:

- A. Soil investigations.
- B. Laboratory inspection of materials and equipment.
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.
- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the contractor in the performance of the construction contract.
- G. Services as an expert witness in connection with court proceedings.
- H. Traffic engineering if necessary.
- I. Topographic and/or boundary survey.
- J. Preparation of environmental assessment documents and/or environmental permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor’s work while it is in progress if Engineer 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.

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## 8.0 PAYMENTS

8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Permitting, Preliminary Design, Final Design, Bidding, Assistance, Construction Services and Closeout	\$331,520
Resident Project Representative	TBD*

\* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

8.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

8.3 For Additional Authorized Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.

- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.
- 8.7 For Additional Authorized Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Engineer shall be advised of the budget limitation in writing by the Owner and the Engineer shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Engineer does not concur with the construction budget, he shall so notify the Owner, and the Engineer and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Engineer at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

## **12.0 INSURANCE**

- 12.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

### **13.0 INDEMNIFICATION**

Engineer shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Engineer, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

### **14.0 WARRANTY**

14.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

### **16.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

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\_\_\_\_\_

WITNESSES:

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\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_  
By: Matthew Jewell  
Parish President

\_\_\_\_\_  
Date:

ENGINEER

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date: