



**SHREAD - KUYRKENDALL & ASSOCIATES, INC.**

**ENGINEERS • SURVEYORS • PLANNERS**

13016 Justice Avenue • Baton Rouge, Louisiana 70816

(225) 296-1335 • Email: [skaengr@skaengr.com](mailto:skaengr@skaengr.com)

July 8, 2019

Mr. Clayton Faucheux  
Director of Public Works/Waste Water  
St. Charles Parish  
100 River Oaks Dr.  
Destrehan, LA 70047

RE: Revised Norco Drainage Study Proposal  
St. Charles Parish  
SKA Project No. 89282

Dear Mr. Faucheux,

In accordance with your request, transmitted herewith is our revised engineering services proposal for the referenced project. We have made these revisions based on our understanding of our recent meeting with you and Don Edwards. First of all, we have removed all topographic survey work from the proposal as we have been directed by the Parish to utilize the existing parish G.I.S. system. This proposal does however still include the subsurface utility engineering (SUE) to locate the Shell pipelines.

In regard to the drainage study itself, we have revised our manhour and fee proposal to reflect an analysis of the major internal water courses and subdrainage areas as Mr. Don Edwards detailed to me in his June 12, 2019 emails. It is our intention to make recommendations for future drainage improvements to those internal water courses based on our findings in the computer model. Utilizing this revised scope of work, we have listed below a summary of the costs associated with completing this study:

Subsurface Utility Engineering (NTE)	\$ 50,000.00
Norco Drainage Study	<u>\$173,320.00</u>
Total	\$223,720.00

If after you have reviewed this proposal you would like to meet to discuss this proposal, please let me know.

Very truly yours,

Richard R. Shread, P.E., P.L.S.

Cc: Mr. Don Edwards

**SHREAD-KUYRKENDALL & ASSOC.**

**ENGINEERING COSTS**

St. Charles Parish

Norco Drainage Study

3-Jul-19

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
<b>PRELIMINARY ANALYSIS MODEL</b>			
CADD TECHNICIAN	34	\$95.00	\$3,230.00
ENGINEERING TECHNICIAN	20	\$105.00	\$2,100.00
PRE-PROFESSIONAL	44	\$105.00	\$4,620.00
PROFESSIONAL ENGINEER	377	\$150.00	\$56,550.00
SUPERVISOR - ENGR.	122	\$180.00	\$21,960.00
TOTALS	597		\$88,460.00
<b>Preliminary Analysis/Model</b>			<b>\$88,460.00</b>

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
<b>FINAL MODEL</b>			
CADD TECHNICIAN	16	\$95.00	\$1,520.00
TECHNICIAN	0	\$105.00	\$0.00
PRE-PROFESSIONAL	44	\$105.00	\$4,620.00
ENGINEER	112	\$150.00	\$16,800.00
SUPERVISOR - ENGR.	45	\$180.00	\$8,100.00
TOTALS	217		\$31,040.00
<b>Final Model</b>			<b>\$31,040.00</b>

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
<b>PREPARATION OF DESIGN REPORT</b>			
CADD TECHNICIAN	0	\$95.00	\$0.00
TECHNICIAN	40	\$105.00	\$4,200.00
PRE-PROFESSIONAL	224	\$105.00	\$23,520.00
ENGINEER	126	\$150.00	\$18,900.00
SUPERVISOR - ENGR.	40	\$180.00	\$7,200.00
TOTALS	430		\$53,820.00
<b>Preparation of Design Report</b>			<b>\$53,820.00</b>

<b>TOTAL ENGINEERING COST</b>	<b>\$173,320.00</b>
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# SHREAD-KUYRKENDALL & ASSOC.

## TASK LIST AND WORK-HOUR ESTIMATE

St. Charles Parish

Norco Drainage Study

3-Jul-19

TASK NO.	TASK DESCRIPTION	CADD		Engineering		Pre-Prof.	Professional		Supervisor		Principal	HOURS TOTAL
		Tech	Technician	Technician	Pre-Prof.		Engineer	Engineer	Engineer	Principal		
<b>1.0</b>	<b>Compile Existing Data</b>	4	20	44	37	24	0	129				
	Complete Flood Data			4	1							
	Acquire and review existing GIS, LIDAR data and as-built plans		20	40	20	8						
	Stakeholder meetings (3 total)(COE, Officials, Residents, etc.)	4			16	16						
<b>1.1</b>	<b>Preliminary Model</b>	30	0	0	260	70	0	360				
	Input existing conditions (GIS info) and Interior drainage				80	20						
	Develop Preliminary Model using existing watersheds		30		120	30						
	Preliminary Calibration				60	20						
<b>1.2</b>	<b>Model Output Review</b>	0	0	0	80	28	0	108				
	Evaluate Results/Final Calibration				60	20						
	Review Output QC/QA				20	8						
	<b>Preliminary Analysis/Model</b>	34	20	44	377	122	0	597				
<b>2.0</b>	<b>Final Model</b>	16	0	44	112	45	0	217				
	Develop Proposed Improvements											
	Evaluate Results	8		40	80	20						
	Review with Stakeholders	4			16	16						
	Address Final Comments	4		4	8	1						
	<b>Final Model</b>	16	0	44	112	45	0	217				
<b>3.0</b>	<b>Preparation of Design Report</b>	0	40	224	126	40	0	430				
	Introduction/Background			4	2	2						
	Executive Summary			20	8	4						
	Existing Conditions			20	30	8						
	Alternative Solutions			20	30	8						
	Recommendations			30	16	6						
	Estimated Project Cost			40	20	8						
	Conclusions			10	20	4						
	<b>Preparation of Norco Drainage Study</b>	1	40	224	126	40	0	430				

April 24, 2019

Parks & Planning

Andy Shread, P.E., P.L.S.  
Shread-Kuyrkendall & Assoc.  
13000 Justice Ave., Suite 16  
Baton Rouge, LA 70816

Transportation

Site Development

**RE: Norco Drainage Improvements – Subsurface Utility Engineering  
Norco, Louisiana**

Utility Systems

Dear Mr. Shread:

Land Surveying

Thank you for the opportunity to provide you with this proposal for Subsurface Utility Engineering (SUE) services. SJB Group, LLC (SJB) shall provide subsurface utility engineering designating (Quality Level B) and locating (Quality Level A) services in accordance with CI/ASCE Standard 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Construction Services

**Scope of Services:**

Environmental Services

SJB will provide the services below for the 2 separate areas shown outlined in red on Exhibit A. The purpose is to determine depths for all existing pipelines crossing the two drainage canals in the area. We will provide two separate options.

Real Estate Services

Option 1 will include Quality Level B services as described below. For these services we will provide electronic depths and probe depths where possible. The accuracy of the electronic depths cannot be verified and could vary drastically.

P. O. Box 1751

Baton Rouge, Louisiana

70821-1751

(225) 769-3400

Fax (225) 769-3596

www.sjbgroupp.com

Option 2 will include Quality Level A services described below. This will include exposing each pipeline at the closest accessible location to the drainage canals.

We have prepared this scope based on our understanding of the project needs and the following shall be included:

### **Quality Level D Services**

SJB will identify and contact utility owners that may have facilities on or be affected by the project. We will request documentation on utility facilities from applicable utility owners. Gathered materials will be used as an aid in the identification of the number of utilities, identity, size and material of utilities, but they will not be used as a substitute for actual geophysical location. We will make available to the Client copies of all information gathered from utility owners, provided that this conveyance does not violate the agreement set forth by said owner upon the request for records.

### **Quality Level C Services**

Inclusive of Quality Level D Services. SJB will identify utility surface features and ensure these appurtenances are surveyed. Correlate the applicable utility records to these surveyed features. Determine when records and features do not agree and resolve any discrepancies.

### **Quality Level B Services**

Inclusive of Quality Level C Services. The following will be included:

- Designating and marking underground Pipelines within the project limits using an appropriate suite of geophysical methods.
- The underground Pipelines shall be marked at a maximum of 50 foot intervals and at all changes in direction.
- Facilities where an inductive tone may not be achieved may be able to be located using ground penetrating radar (GPR) and will be marked as Quality Level B in these areas. When the GPR is not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
- A two person sweep in a grid pattern will be performed at the end of the designating process to search for undocumented, abandoned and inactive lines.
- Each utility run shall be labeled and this information will be noted on the field sketch and used for assisting the surveyor and for quality control purposes.
- Survey of all markings and features that indicate the presence of a subsurface utility will be performed by the Client. SJB will use the Client's survey data to perform the required quality control.

*The degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically resistive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. However, electrically conductive soils, such as clay, moist silt or saline soils, typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site calibration of the GPR equipment. Subsequently, due to the unknown susceptibility of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from ground penetrating radar.*

*It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on records made available to SJB or systems without above ground features. Non-metallic and or non-locatable lines will be shown as Quality Level D or Quality Level C depending on the available information.*

### **Quality Level A Services**

SJB will determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the client. SJB will perform up to 14 days of field services on the

crossing pipelines as requested by the Client. A day rate will be charged for the amount of field work performed as requested by the Client. Due to expected depth of the pipeline test holes, the production rate per day is expected to be no more than 2 test holes per day. Depending upon the Clients request, a test hole will be performed on each pipeline crossing the two drainage canals shown on Exhibit A. Each test hole will be performed at the closest accessible location to the drainage canals. The expected amount of total test holes is 28, though this number is estimated and will be verified once field work commences. SJB shall use minimally intrusive excavation techniques, which ensure the safety of the excavation, the integrity of the utility facility to be measured, and that of other facilities which may be encountered during excavation. The excavation shall be by means of air-and/or water--assisted vacuum excavation equipment manufactured specifically for this purpose. The following will be included:

**Excavation of Test Holes:**

- Clear the Test Hole area of surface debris.
- In paved areas, neatly cut and remove existing pavement.
- Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimetres) unless otherwise approved.
- Expose the utility only to the extent required for identification and data collection purposes.
- Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
- Hand-dig as needed to supplement excavation and to ensure safety.
- Revise the Test Hole location as necessary to positively expose the utility.
- Store excavated material for re-use or disposal at an approved location near the project, as appropriate.

**Collection, Recording, and Presentation of Data:**

Measure and/or record the following information on an appropriately formatted Test Hole data sheet that will be subsequently sealed and dated by SJB.

- Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimetres).
- Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
- Approximate centreline bearing of utility line.
- Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
- Utility structure material composition, when reasonably ascertainable.
- Other pertinent information as is reasonably ascertainable from test hole, such as utility owner.

**Site Restoration:**

- Replace bedding material around exposed utility lines.
- Backfill and compact the excavation in a manner acceptable to owner. Re-use excavated material with appropriate compaction.
- As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
- For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.

- Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centreline of the utility.

Information gathered will be shown on a Test Hole data sheet and on the drawings provided to SJB. The x, y, z of the Test Hole location and Test Hole number will be shown on the drawings.

**Fee:**

Description	Estimated Amount	Day Rate	Total Maximum Limitation
Option 1: Quality Level B	3 days	\$2,400	\$7,200
Option 2: Quality Level A	14 days	\$3,600	\$50,400

**Assumptions:**

1. For Option 2, a minimum of 2 days or 4 test holes shall be requested for each mobilization.
2. SJB will depict the utility features within the project limits. No attempt will be made to determine size, type, depth, capacity, or existence of subsurface utilities unless specifically included in the scope of work.
3. Our work does not relieve the users of our drawings from calling LA One Call and we are not responsible for damage to utilities cause by others due to the responsibilities of utility owning agencies and the one call system.
4. Survey of the utility information will be performed by the Client. The Client will provide SJB the completed survey file for QA/QC purposes. This file will be used to prepare the deliverables required.
5. The scope of services as outlined above is for one-time only. Utility re-marking due to reasons beyond the control of SJB is excluded.
6. Service lines will be designated to the extent possible provided their construction allows for detection by electronic methods.
7. Utilities may exist which are not locatable.
8. SJB will not be responsible for the removal of debris or obstructions from any area or structure for the purpose of gathering utility information.
9. SJB will be permitted access to all locations during daylight hours.
10. SJB will provide appropriate road signage for this project; however, MOT plans and traffic control measures are excluded. Lane closures are not anticipated however; in the event traffic control equipment is required (with the exception of temporary signage), the client or client representative will supply the personnel and or equipment.
11. Any additional work once approved will be billed per SJB General Rate Sheet attached.

**Deliverables:**

- Option 1 (Quality Level B)
  - SJB will provide an updated electronic file in the preferred format of the Client (AutoCADD, Microstation, etc.) depicting the location and description of surveyed utility information.
  - SJB will provide one colorized hard copy of the drawing in hard copy/PDF format. This hard copy/PDF will be on 11" x 17" paper and have an aerial background utilizing the Client's required sheet layout depicting the location and description of the utility features. This drawing will be signed and sealed by a licensed engineer in the State of Louisiana.
- Option 2 (Quality Level A)
  - SJB will provide an updated electronic file in the preferred format of the Client (AutoCADD, Microstation, etc.) depicting the location and description of surveyed Quality Level A Test Holes.
  - SJB will provide individual Test Hole data forms with all gathered information including northing, easting, elevation, size, material, owner, condition, etc. These forms will be signed and sealed by a licensed engineer in the State of Louisiana.

**Schedule:**

Subject to conditions listed in assumptions, we can complete the aforementioned services within twenty (20) business days from written notice to proceed for Option 1 and forty (40) business days from written notice to proceed for Option 2. This schedule is subject to uncontrollable impacts, such as weather, access disruptions, and test hole location determination.

Billings shall be monthly based on percentage of complete for Lump Sum or Standard Billing Rates for Hourly work and shall not exceed the above amounts without the prior authorization from the Client. If for any reason additional work is required, you will be formally notified (for approval) prior to starting the additional work.

Sincerely,

**SJB GROUP, LLC**



TJ Stokes, P.E.  
SUE Department Manager / Senior Project Manager

Enclosures: SJB Group, LLC General Rate Sheet, 8-1-2018  
SJB General Conditions for Providing Technical Services  
Project Limits Drawing

**ACCEPTANCE:**

*I agree to commission SJB Group, LLC for the above described services and fees in accordance with the attached General Rate Sheet and terms and conditions.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# Norco Drainage Improvements

Project Limits in Red

Google Earth

© 2010 Google



**General Rate Sheet – Effective August 1, 2018**

*Subject to change every August for payroll changes in July of every year.*

**GENERAL ENGINEERING RATES**

Principal	\$350.00/Hour
Engineering Manager	\$210.00/Hour
Senior Project Manager	\$195.00/Hour
Engineering Project Manager	\$165.00/Hour
Engineer Intern	\$125.00/Hour
Project Manager	\$120.00/Hour
Senior Landscape Architect	\$140.00/Hour
Landscape Architect	\$120.00/Hour
Environmental Scientist	\$105.00/Hour
Senior Designer/Planner	\$105.00/Hour
Senior Designer/Technician	\$95.00/Hour
CAD I	\$70.00/Hour

**GENERAL CONSTRUCTION SERVICES RATES**

Construction Services Manager	\$225.00/Hour
Program Manager/Coordinator	\$195.00/Hour
Senior Project Manager	\$195.00/Hour
Project Manager	\$175.00/Hour
Junior Project Manager/Program Assistant	\$120.00/Hour
Junior Project Manager	\$100.00/Hour
Junior Project Mgr/Communication Specialist	\$110.00/Hour
Inspector/Designer/Technician	\$85.00/Hour

**GENERAL ADMINISTRATIVE RATES**

Accountant	\$160.00/Hour
Network Administrator	\$150.00/Hour
Project Control Specialist	\$95.00/Hour
Clerical I	\$55.00/Hour
Notarial Signing	\$100.00/Each

**EXPENSES**

Prints – Bond Paper	\$ 3.39/Sheet
Prints – Vellum	\$ 1.50/ Sq. Ft.
Prints – Color, Ltr, Lgl, Single Side	\$ 0.50/Sheet
Prints – Color, Ltr, Lgl, Double Sided	\$ 0.84/Sheet
Prints – Color, 11 x 17, Single Side	\$ 1.10/Sheet
Prints – Color, 11 x 17, Double Sided	\$ 2.20/Sheet
Video Camera	\$ 25.00/Day
Mileage	\$ 0.85/Mile
Hydro/Air Excavator Mileage	\$5.00/Mile

**GENERAL SURVEYING RATES**

One Man Crew	\$ 90.00/Hour
Two Man Crew	\$150.00/Hour
Three Man Crew	\$195.00/Hour
Four Man Crew	\$245.00/Hour
LIDAR Crew (2 Man)	\$250.00/Hour
Senior Reg. Land Surveyor	\$195.00/Hour
Reg. Land Surveyor	\$155.00/Hour
Senior Project Manager	\$150.00/Hour
Project Manager	\$130.00/Hour
Senior Designer/Technician	\$100.00/Hour
Designer/Technician	\$80.00/Hour
GPS Equipment (Base and Rover)	\$250.00/Day
3D High Definition Laser Scanner	\$350.00/Day
Per Diem (If applicable)	Negotiated
Boat & Motor	\$125.00/Day
UTV (minimum 6 hours)	\$225.00/Day

**GENERAL SUBSURFACE UTILITY ENGINEERING RATES**

SUE Engineering Manager	\$200.00/Hour
SUE Senior Project Manager	\$175.00/Hour
SUE Project Manager	\$155.00/Hour
Assistant Project Manager/Field Manager	\$120.00/Hour
Senior Designer/Technician	\$100.00/Hour

Designating Day Rate:	\$2,500.00/Day
Test Hole Day Rate:	\$3,000.00 Day

**Hazardous Waste Surveying**

Level A/B/C/D – Three Man Crew	Negotiated
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Surveying rates include instruments, tools, vehicles, stakes, and irons, excluding costs of GPS equipment, LIDAR equipment, ATVs, UTV or materials for construction and/or subdivision stakeouts. All are portal to portal.

Any subconsultant and direct expense not included in the above schedule will be subject to a ten percent (10%) service fee. These items normally include geotechnical and wetlands investigations, electrical, mechanical, architectural and SUE subconsultants, aerial photography, scanning and copying services, extraordinary clerical supplies, etc.

All rates provided herein do not apply to trial preparation, depositions, or testimony. These services shall be quoted as a day rate with a retainer paid in advance.



## General Terms and Conditions for Providing Technical Services

July 1, 2014

- Proposal Validity Period:** This proposal shall be valid for a period of 45 days, unless otherwise stated in this proposal, at which time SJB Group, LLC reserves the right to revise, extend or withdraw this proposal with or without notice.
- Timeliness of Performance:** SJB Group, LLC acknowledges the importance to the Client of the Client's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence in a manner consistent with that schedule, as provided in an exhibit (if attached). The Client understands, however, that SJB Group, LLC's performance must be governed by sound professional practices.
- Standard of Care:** Services provided by SJB Group, LLC under this Agreement will be performed in a manner consistent with, and limited to, that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Such standard of care is not a warranty or guarantee and SJB Group, LLC shall have no such obligation. Accordingly, Client should prepare and plan for clarifications/modifications which may impact both the cost and schedule of the project.
- Codes and Standards Compliance:** SJB Group, LLC shall put forth efforts in accordance with the standard of care as defined in Paragraph 3 to comply with published codes, regulations, and laws in effect as of the date of submission to permitting and/or approval authorities.
- Certifications, Guarantees, and Warranties:** SJB Group, LLC shall not be required to sign any documents, no matter by whom requested, that would result in SJB Group, LLC's having to certify, guarantee or warrant the existence of conditions whose existence SJB Group, LLC cannot ascertain. The Client also agrees not to make resolution of any dispute with SJB Group, LLC or payment of any amount due to SJB Group, LLC in any way contingent upon SJB Group, LLC's signing any such certification.
- Ownership and Use of Instruments of Service:** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by SJB Group, LLC as instruments of service shall remain the property of SJB Group, LLC. SJB Group, LLC shall retain all common law, statutory and other reserved rights, including the copyright thereto. SJB Group, LLC grants to the Client a nonexclusive license to use such instruments of service solely and exclusively for the purposes of the project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.
- Delivery of Electronic Drawing Files:** In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by SJB Group, LLC, the Client covenants and agrees that all such drawings and data are instruments of service of SJB Group, LLC, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by SJB Group, LLC to the Client are submitted for an acceptance period of thirty (30) days. Any defects the Client discovers during this period will be reported to SJB Group, LLC and will be corrected as part of SJB Group, LLC's Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services. The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against SJB Group, LLC resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than SJB Group, LLC. The Client agrees, to the fullest extent permitted by law, to indemnify and hold SJB Group, LLC harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than SJB Group, LLC or from any reuse of the drawings and data without the prior written consent of SJB Group, LLC. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by SJB Group, LLC, and SJB Group, LLC makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.
- Environmental, Health, and Safety Surveys:** In consideration of the substantial risks to SJB Group, LLC in performing Environmental, Health, and Safety Surveys on this project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold SJB Group, LLC harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, or correcting any such hazardous conditions, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of SJB Group, LLC. In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against SJB Group, LLC arising out of the performance of the services under this Agreement.
- Hazardous Materials:** Unless provided in the Scope of Services, it is acknowledged by both parties that SJB Group, LLC's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event SJB Group, LLC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of SJB Group, LLC's services, SJB Group, LLC may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Additionally, unless otherwise specifically provided in this Agreement, SJB Group, LLC shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substance in any form on the project site.
- Consequential Damages:** Neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SJB Group, LLC, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- Job Site Safety:** The Client acknowledges that neither the professional activities of SJB Group, LLC, nor the presence of SJB Group, LLC or its employees and sub-consultants at a project or construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SJB Group, LLC and their personnel have no authority to exercise any control over any construction contractor, entity, or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's Agreement with the General Contractor. The Client also agrees that the Client, SJB Group, LLC and SJB Group, LLC's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.



## General Terms and Conditions for Providing Technical Services

July 1, 2014

12. **Limitation of Liability:** To the maximum extent permitted by law, the Client agrees to limit SJB Group, LLC's liability for the Client's damages to the sum of SJB Group LLC's fees, unless otherwise noted in this document. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
13. **Attorney's Fees:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses up to a maximum of \$20,000.
14. **Mediation:** In an effort to resolve any conflicts that arise within the duration of the project, the Client and SJB Group, LLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and SJB Group, LLC further agree, prior to any civil action, to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements.
15. **Governing Law:** The laws of the State of Louisiana will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.
16. **Entirety of Agreement:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
17. **Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
18. **Waiver:** Any failure by SJB to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and SJB Group, LLC may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
19. **Delays:** SJB Group, LLC is not responsible for delays caused by factors beyond SJB Group, LLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of SJB Group, LLC's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond SJB Group, LLC's reasonable control occur, the Client agrees SJB Group, LLC is not responsible for damages, nor shall SJB Group, LLC be deemed to be in default of this Agreement. Except where the services provided are under a continuous service contract for more than one year and where the services under this Agreement are delayed for a period of more than three (3) months from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change. Any delays by the Client may be cause for project cancellation and restart fees.
20. **Suspension/Termination of Services:** If the Client fails to make payments when due in accordance with the payment terms herein, or otherwise is in breach of this Agreement, this shall constitute a material breach of this Agreement and shall be cause for termination by SJB Group, LLC. SJB Group, LLC may suspend performance of services upon seven (7) calendar days' notice to the Client. SJB Group, LLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client, and shall hold SJB Group, LLC harmless from any claims associated with such suspension. Additionally, in the event the project or the services of SJB Group, LLC called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, SJB Group, LLC shall be given seven (7) calendar days' prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement, including reimbursable expenses.
21. **Right of Entry:** The Client shall provide for SJB Group, LLC's right to enter the property owned by the Client and/or obtain rights from others in order for SJB Group, LLC to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold SJB Group, LLC and its sub-consultants harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.
22. **Verification of Title:** SJB Group, LLC is not responsible for verifying title, actual legal ownership, servitudes, easements, rights-of-way or other burdens on the property other than that furnished by Client or his Representative.
23. **Underground Features:** Where found, visible aboveground evidence of underground features shall be shown on the deliverable. The location of underground and other non-visible utilities, however, shall be determined from data either furnished by the controlling agencies and/or extracted from records made available by the controlling agencies. The actual locations of underground and other non-visible utilities may vary. Any request for utility locations should be made through Louisiana One Call, or the similar agency in the state in which the project is located. SJB Group, LLC will not be held responsible for any underground features not located through direct markings from utility companies contacted by Louisiana One Call.
24. **Permits and Approvals:** If included in the Scope of Services defined herein, SJB Group, LLC shall assist the Client in applying for those permits and approvals typically required by law for projects similar to the one for which SJB Group, LLC's services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include, however, special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for this type of project. SJB Group, LLC will provide such special services as Additional Services as authorized by the Client. SJB does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by SJB is not contingent upon the successful acquisition of these permits and/or approvals.
25. **Opinions of Probable Cost:** In providing opinions of probable construction cost, the Client understands that SJB Group, LLC has no control



## General Terms and Conditions for Providing Technical Services

July 1, 2014

over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that its opinions of probable construction costs provided herein are to be made on the basis of SJB Group, LLC's qualifications and experience. SJB Group, LLC makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

26. **Design without Construction Phase Services:** If SJB Group, LLC's Scope of Services under this Agreement do not include construction observation or review of the contractor's performance or any other construction phase services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against SJB Group, LLC that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold SJB Group, LLC harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of SJB Group, LLC. If the Client requests in writing that SJB Group, LLC provide any specific construction phase services and if SJB Group, LLC agrees in writing to provide such services, then they shall be compensated for as Additional Services.
27. **Design with Construction Phase Services:** If included in the Scope of Services, SJB Group, LLC shall visit the project at agreed upon intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained SJB Group, LLC to make detailed inspections or to provide exhaustive or continuous project review and observation services. SJB Group, LLC does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the Client desires more extensive project observation of full-time project representation, the Client shall request such services be provided by SJB Group, LLC as Additional Services in accordance with the terms of this Agreement. If, under this Agreement, professional services are provided during the construction phase of the project, SJB Group, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall SJB Group, LLC be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the contractor's failure to comply with applicable laws, ordinances, rules or regulations.
28. **Compensation:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.
29. Standard billing rates are the hourly rates assigned to specific positions and are itemized on the attached Rate Schedule. These rates are subject to annual adjustment on or about July of each year. Reimbursable costs include fees of Professional Associates (whose expertise is required to complete the project) and typical out-of-pocket expenses, the cost of which shall be charged at actual costs plus a ten percent (10%) service fee and shall be itemized and included in the invoice. Any subconsultant and direct expense not included in the Scope of Services will be subject to a ten percent (10%) service fee. These items will normally include geotechnical and wetlands investigation; electrical, mechanical, and architectural subconsultants; aerial photography, scanning and copying services, extraordinary clerical supplies, etc.
30. **Typical out-of-pocket expenses** shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of non-typical electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.
31. SJB Group, LLC's services under this Agreement are limited to consulting services to the Client and do not include participation in or control over the operation of any aspect of the project. Compensation on this project does not include any amount for participating in or controlling any such operation.
32. **Invoice Procedures and Payment:** SJB Group, LLC shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined by the "percentage of completion method" accomplished during the invoicing period. For services provided on an Hourly basis, the amount of each monthly invoice shall be the actual hours worked by staff and/or units of SJB Group, LLC during the invoicing period. Such invoices shall also include, separately listed, any charges for Subconsultants and reimbursable costs. Client shall promptly review SJB Group, LLC's invoice upon receipt and shall notify SJB Group, LLC of any dispute or any portion of such invoice within ten (10) days of receipt. Any dispute identified thereafter shall not be a basis to withhold any payment except as agreed by the Parties or as determined pursuant to the dispute resolution procedures provided for at the end of the Project. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of such invoice as required by this Agreement. The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 15 days from the date the invoice. The Client hereby acknowledges that unpaid invoices shall accrue interest at 18% per annum after they have been outstanding for over 15 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. SJB Group, LLC reserves the right to suspend all services on the Client's project without notice if an invoice(s) remain unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full. In default of such payment, Client hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated.
33. **Set-off, Back-charges, Discounts:** Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim. Client may only withhold payment as to those specific services Client claims were improperly performed. Any set-off, back-charge or discount is a breach of this Agreement.
34. **Collection Costs:** In the event action is necessary to enforce the payment provisions of this Agreement, SJB Group, LLC shall be entitled to collect from the Client the reasonable value of SJB Group, LLC's time and expenses spent in connection with such collection action, computed at SJB Group, LLC's prevailing fee schedule and expense policies.