

**SUMMARY NO.** \_\_\_\_\_

**INTRODUCED BY:** V.J. ST. PIERRE, JR. PARISH PRESIDENT  
(DEPARTMENT OF WATERWORKS)

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of a contract for Engineering Services between Providence/GSE Associates, LLC and St. Charles Parish for necessary professional engineering services associated with the Westbank Generator Elevation (WWKS50).

**WHEREAS**, the Westbank Generator Elevation (WWKS 50) is to elevate the back-up power generator and main plant disconnects, elevate and install transfer switches and generator distribution switchboard to an elevation above Category 2 estimate surge levels; and,

**WHEREAS**, the St. Charles Parish Council desires to award a Contract for Engineering Services to Providence/GSE Associates, LLC for said project.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Contract for Engineering Services between Providence/GSE Associates, LLC, and St. Charles Parish is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the ordinance was declared adopted this \_\_\_\_ day of \_\_\_\_\_, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**SINGLE PROJECT  
CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Providence / GSE Associates, 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 Westbank Generator Elevation (WWKS50) project as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

**1.0 GENERAL**

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 Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

2.1.1 Engineer shall provide for 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 will include but will 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, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

- Elevate generator & main plant disconnects, elevate and install transfer switches and generator distribution switchboard.
- Cooperation with St. Charles Parish regarding FEMA and / or GOHSEP required submittals, reviews and / or approvals.
- Conformity with "Compliance Provisions for Federally Assisted Professional Services Contracts" in Exhibit A.

2.1.3 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.

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

## 2.2 Conceptual Design Report Phase

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
  - Discussion of project background and need.
  - Schematic layouts, sketches, or photographs.
  - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
  - Any special material specifications including major equipment specifications.
  - A preliminary cost estimate for each alternative.
  - Engineer's conceptual opinion of probable costs for the selected alternative.
  - Project Master Schedule.
  - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
  - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
  - One (1) copy of the report for review.
  - Once the report has been finalized, submit one (1) copy of the revised report plus one (1) electronic file copy in PDF format, and one (1) electronic file copy of the Master project schedule in PDF.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.3 Design Memorandum Phase

- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. 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.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site 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 geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- One (1) copy of the report for review.
- Once the report has been finalized, submit one (1) copy of the revised report plus one (1) electronic file copy in PDF format, and one (1) electronic file copy of the updated Master project schedule in PDF.
- Two (2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one (1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents 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.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 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 30 days or as otherwise stated in the written authorization.
  - One (1) copy of the contract/bid document for review.
  - Once the contract/bid document has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in PDF.
  - Two (2) copies of the drawings – D Size for review.
  - 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.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

## 2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 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.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 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.
- 2.5.5 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.
- 2.5.6 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 in Exhibit B on page 30 attached hereto and made a part hereof, for presentation and execution.

## 2.6 Construction Phase

### During the Construction Phase

- 2.6.1 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.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 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.

2.6.2.2 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 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 as provided in 2.6.3. 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.

2.6.3 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.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.6.5 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 except as provided in 2.6.3.
- 2.6.6 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.
- 2.6.7 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).
- 2.6.8 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.
- 2.6.9 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:
- 2.6.9.1 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).
- 2.6.9.2 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 except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 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.
- 2.6.11 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).
- 2.6.12 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 two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 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.
- 2.6.14 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 paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.



- 2.7 Close-out and Operational Phase**  
During this Phase, Engineer shall:
- 2.7.1 Provide start-up services for the new facility.
  - 2.7.2 Prepare training materials and provide N/A hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
  - 2.7.3 Assemble 1 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
  - 2.7.4 Assemble One (1) complete set of approved shop drawings in proper order for Owner's future reference.
  - 2.7.5 Provide technical consultation and assistance in correcting warranty items.
  - 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
  - 2.7.7 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".
  - 2.7.8 In company with Owner, visit the Project to 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.
  - 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection**
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
  - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
  - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
  - 2.8.4 Duties and Responsibilities of RPR.
    - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
    - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
    - 2.8.4.3 Liaison:
      - Serve as Engineer's liaison with Contractor, working principally through Contractor's

- superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
- Record date of receipt of Shop Drawings and samples.
  - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
  - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

**2.8.4.9 Reports:**

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

**2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

**2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

**2.8.4.12 Completion.**

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make

recommendation to Engineer concerning acceptance.

#### 2.8.5 Limitation of Authority.

##### 2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### 3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

\_\_\_ Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

X Lump Sum amount of \$ 23,100.00 plus reimbursable expenses paid according to section 4.1.1.3 (per Proposal submitted May 10, 2012)

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
    - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
    - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
    - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made

based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 31 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 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 or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional 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 either the hourly rate included in Exhibit C on page 31 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

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

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

4.2.3 For Additional 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 Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- 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.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident

Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## 6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 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 anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 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.
- 6.4 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.

## 7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.



- 7.2 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.
- 7.3 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.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

#### 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

#### 9.0 SUCCESSORS AND ASSIGNS

- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

#### 10.0 INSURANCE

- 10.1 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 \$500,000.00 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 \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 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.
- 10.4 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.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 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.

#### 11.0 GENERAL.

- 11.1 The Engineer shall indemnify and save harmless the Owner 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 reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

## 12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

## 13.0 WARRANTY.

- 13.1 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
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 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.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

**14.0 EXCLUSIVE JURISDICTION AND VENUE**

14.1 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 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.

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:

ST. CHARLES PARISH

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\_\_\_\_\_

\_\_\_\_\_  
V. J. St. Pierre, Jr.  
Parish President

WITNESSES:

Providence / GSE Associates, LLC

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**EXHIBIT A**  
**Compliance Provisions for Federally Assisted Professional Services Contracts**

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32. LOBBYING

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

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

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

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

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not

permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

3. **CIVIL RIGHTS**

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

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

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

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

6. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

7. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding \$100,000)

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



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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**8. FLOOD DISASTER PROTECTION**

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

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

**9. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, 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 Contractor 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 the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

10. **INSPECTION**

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

11. **REPORTING REQUIREMENTS**

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

12. **CONFLICT OF INTEREST**

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

13. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

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

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

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

14. **PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

15. **COPYRIGHT**

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

16. **TERMINATION FOR CAUSE**

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

17. **TERMINATION FOR CONVENIENCE**

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

18. **ENERGY EFFICIENCY**

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

19. **SUBCONTRACTS**

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

- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

20. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

21. **BREACH OF CONTRACT TERMS**

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

22. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

23. **CHANGES**

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

24. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

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

25. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the

applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**26. ASSIGNABILITY**

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

**27. INTEREST OF CONTRACTOR**

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

**28. POLITICAL ACTIVITY**

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

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

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

**30. DISCRIMINATION DUE TO BELIEFS**

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

**31. CONFIDENTIAL FINDINGS**

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

**32. LOBBYING**

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## EXHIBIT B

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Waterworks Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Five (5) contract documents with the following (in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.
- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

**EXHIBIT C (INSERT RATE SCHEDULE)**





**PROVIDENCE**

**PROFESSIONAL SERVICES RATE SCHEDULE  
JANUARY 2012**

Providence consists of a family of companies dedicated to meeting the professional and technical needs of our clients. Our family of companies includes the following company names and locations:

- Providence Engineering and Environmental Group LLC*
- GSE Associates, LLC*
- Providence Technical Services, LLC*
- Providence Critical Infrastructure Protection, LLC*
- Providence Holding, LLC*

<i>BATON ROUGE, LA</i> <i>(225) 766-7400</i>	<i>ALEXANDRIA, LA</i> <i>(318) 776-7770</i>	<i>HOUMA, LA</i> <i>(985) 876-6380</i>	<i>METAIRIE, LA</i> <i>(504) 454-1710</i>	<i>LAKE CHARLES, LA</i> <i>(337) 528-0066</i>
<i>HOUSTON, TX</i> <i>(281) 497-5656</i>	<i>DALLAS - FORT WORTH, TX</i> <i>(972) 550-9326</i>		<i>LONG BEACH, MS</i> <i>(228) 868-9591</i>	

*Unless specified under separate contract, Providence will invoice for services in accordance with this hourly rate schedule which is updated annually. The hourly rates set forth herein are effective for the calendar year 2012 and subject to an annual adjustment thereafter.*

<b>RATE CLASSIFICATION</b>	<b>RATE</b>
<b>ARCHITECTURE-ENGINEERING</b>	
Office Manager	\$58.00
Engineering Technician	\$68.00
Engineering Technician I	\$72.00
Engineering Technician II	\$80.00
Engineering Technician III	\$95.00
Engineering Technician IV	\$110.00
Engineering Technician V / Project Mgr	\$118.00
Sr Engineering Technician / Project Director	\$139.00
Architect	\$132.00
Engineer I	\$83.00
Engineer II	\$88.00
Engineer III	\$93.00
Engineer IV	\$103.00
Engineer V	\$133.00
Engineer VI/ Project Manager	\$148.00
Engineer VII/Engineering Manager	\$168.00
Engineer VIII/ Principal	\$180.00



PROVIDENCE

PROVIDENCE

**PROFESSIONAL SERVICES RATE SCHEDULE  
JANUARY 2012**

RATE CLASSIFICATION	RATE
<b>ENVIRONMENTAL</b>	
Field Technician	\$55.00
Environmental Technician	\$70.00
Senior Environmental Technician	\$85.00
Environmental Scientist I	\$100.00
Environmental Scientist II	\$115.00
Environmental Scientist III	\$125.00
Environmental Scientist IV	\$135.00
Sr Environmental Scientist/ Project Mgr	\$148.00
Senior Project Manager	\$157.00
Project Director	\$166.00
Principal	\$180.00
Expert Witness	\$300.00
<b>AIR QUALITY</b>	
Air Quality Technician I	\$70.00
Air Quality Tech II, Air Quality Intern	\$85.00
Senior Air Quality Technician	\$95.00
Air Quality Specialist I	\$105.00
Air Quality Specialist II	\$115.00
Air Quality Specialist III	\$130.00
Senior Air Quality Specialist	\$140.00
Manager – Air Quality	\$155.00
Senior Manager – Air Quality	\$175.00
Director – Air Quality	\$185.00
Division Principal	\$195.00
Managing Partner	\$220.00
Expert Witness	\$300.00
<b>SOFTWARE, TECHNOLOGY AND RESEARCH</b>	
Help Desk Support	\$80.00
GUI Design Specialist	\$85.00
Senior GUI Design Specialist	\$90.00
Software Developer I	\$105.00
Software Developer II	\$115.00
Software Developer III	\$125.00
Senior Software Developer	\$145.00
Software Architect	\$160.00
Database Designer I	\$115.00
Database Designer II	\$125.00
Database Designer III	\$145.00



PROVIDENCE

PROVIDENCE

PROFESSIONAL SERVICES RATE SCHEDULE  
JANUARY 2012

	RATE CLASSIFICATION	RATE
SOFTWARE, TECHNOLOGY AND RESEARCH (continued)	Senior Database Designer	\$160.00
	Research Scientist	\$115.00
	Research Associate	\$125.00
	Senior Research Associate	\$140.00
	Chief Research Associate	\$155.00
	Software Project Manager	\$150.00
	Senior Software Project Manager	\$160.00
	Chief Software Architect	\$170.00
	Director	\$185.00
	Principal	\$185.00
	Managing Partner	\$220.00
<b>PLANNING</b>		
	Mitigation Specialist I	\$106.00
	Mitigation Specialist II	\$117.00
	Senior Mitigation Specialist	\$130.00
	Planner	\$130.00
	Senior Planner	\$148.00
	Project Manager	\$148.00
	Senior Project Manager	\$157.00
	Project Director	\$166.00
	Principal	\$180.00
<b>INFRASTRUCTURE PROTECTION</b>		
	Technical Assistant	\$75.00
	Systems Technician	\$90.00
	Senior Systems Technician	\$105.00
	Application Engineer	\$125.00
	Security Engineer/Consultant	\$150.00
	Senior Security Engineer/Consultant	\$175.00
	Project Manager	\$185.00
	Principal	\$200.00
<b>STAFFING</b>		
	HR/Data Management	\$60.00
	Consultant/Inspector I	\$65.00
	Consultant/Inspector II	\$75.00
	Consultant/Inspector III	\$85.00
	Senior Consultant/Inspector	\$90.00
	Project Manager	\$100.00
	Senior Project Manager	\$135.00
Principal	\$180.00	



PROVIDENCE

PROVIDENCE

**PROFESSIONAL SERVICES RATE SCHEDULE  
JANUARY 2012**

	<b>RATE CLASSIFICATION</b>	<b>RATE</b>
<b>SURVEYING</b>		
	Rodman/Chainman/Instrument man	\$47.00
	Survey Technician I	\$52.00
	Survey Technician II	\$62.00
	Party Chief	\$65.00
	Surveyor in Training	\$75.00
	Right-of-Way/Permit Agent	\$75.00
	Registered Land Surveyor	\$105.00
	Senior Registered Land Surveyor	\$144.00
<b>GIS/MAPPING/CAD</b>		
	Draftsman/CAD Operator I	\$50.00
	Draftsman/CAD Operator II	\$58.00
	Draftsman/CAD Operator III	\$63.00
	Draftsman/CAD Operator IV	\$68.00
	Senior Draftsman	\$77.00
	AutoCAD Designer/Senior Draftsman	\$87.00
	Senior AutoCAD Designer	\$95.00
	GIS Specialist I	\$95.00
	GIS Specialist II	\$102.00
	GIS Specialist III	\$108.00
	Senior GIS Specialist	\$115.00
<b>CONSTRUCTION MANAGEMENT/OVERSIGHT</b>		
	Project Representative I	\$47.00
	Project Representative II	\$53.00
	Project Representative III	\$63.00
	Project Representative IV	\$90.00
	Senior Project Representative	\$110.00
<b>CLERICAL/ADMINISTRATIVE</b>		
	Clerical I	\$37.00
	Clerical II	\$52.00
	Administrative Assistant I	\$57.00
	Administrative Assistant II	\$61.00
	Computer Analyst	\$80.00
	Accountant	\$80.00
	Accounting Manager	\$100.00
	Attorney	\$150.00
	CFO	\$120.00
	Quality Control Officer	\$120.00



**EXPENSE CHARGES**

- **COPIES / BINDING / DOCUMENT PRODUCTION**  
Price list associated with bound deliverables available on request.
- **SURVEYING & SAMPLING EQUIPMENT / EQUIPMENT RENTAL / FIELD SUPPLIES**  
Price list available on request. Cost for items not listed as well as special request items will be billed at cost plus 15%.

**SUBCONTRACTOR CHARGES**

Any subcontractor charges are billed at actual cost plus 10%.

**TRANSPORTATION/TRAVEL/COMPUTER**

Vehicles .....	Current Maximum Federal Reimbursable mileage rate plus \$0.20 per mile
Meal Per Diem .....	\$40/day
Lodging/Flights/Travel Expenses .....	Actual Cost Incurred
Computer Modeling.....	Project Specific as Quoted
Geographic Information System (GIS) .....	Project Specific as Quoted
Computer Data Management.....	Project Specific as Quoted

*Monthly invoices will be submitted for consulting services and direct expenses incurred during the preceding calendar month (and any prior unbilled charges). Terms for payment are 30-day net. A late payment charge of 1.5% per month will be added to any outstanding balance that is past 30 days from date of invoice. Additionally, any collection and /or attorney fees incurred in the process of collecting past due accounts will be charged.*

For Further Information or Assistance Please Contact:

Baton Rouge Office  
 1201 Main Street  
 Baton Rouge, Louisiana 70802  
 Phone No. (225) 766-7400  
 Fax No. (225) 766-7440  
<http://www.providenceeng.com>

# Providence/GSE

## Current Rate Schedule - 2012

Computer System ( CAD & Calculations)	\$15.00 / hr.
Mileage (IRS Allowed )	\$0.555 / mi.
Per Diem (Overnight)	\$35.00 / day
Survey Supplies & Equipment	(In-House Published Prices)
Project Representative Field Vehicle	\$11.50 / hr.
Survey Vehicle	\$13.50 / hr.
Trimble 5700 GPS Receiver	\$250.00 / day
Trimble GPS System (Base & Rover Unit)	\$275.00 / day
Radios for GPS	\$50.00 / day
Trimble GPS RTK GNSS	\$450.00 / day
Trimble Robotic Total Station	\$200.00 / day
Topcon Total Station	\$150.00 / day
14' Boat w/Motor	\$150.00 / day
17' Boat w/Motor	\$200.00 / day
10' Flat Boat	\$25.00 / day
12' Flat Boat	\$30.00 / day
Pirogue	\$20.00 / day
4 Wheeler	\$60.00 / day
Outside Equipment Rental	Actual Costs Plus 15%
Outside Purchases	Actual Costs Plus 15%

### Overtime Hours

Overtime Hours

Invoiced @ 125% of Billing Rate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

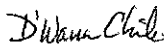
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge, LA 70810	<b>CONTACT NAME:</b> Yvette Gomez	
	<b>PHONE (A/C, No, Ext):</b> (225) 292-3515	<b>FAX (A/C, No):</b> (225) 292-3893
	<b>E-MAIL ADDRESS:</b> Yvette_Gomez@ajg.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Chartis Specialty Insurance Company	26883
	<b>INSURER B:</b> Peerless Insurance Company	24198
	<b>INSURER C:</b> Louisiana Workers' Compensation Corp	22350
	<b>INSURER D:</b> Old Republic Insurance Company	24147
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	PROP4547264	4/13/2012	4/13/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Aggregate applies to						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						<b>Lmted Pollution</b> \$ Included
B	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	X	BA8631492	4/13/2012	4/13/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X	X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		4547308	4/13/2012	4/13/2013	AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					<b>Professional XS</b> \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X 139075D	4/13/2012	4/13/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PROP4547264	4/13/2012	4/13/2013	Per Occurrence 1,000,000
D	Workers Comp			MWC117027 02	4/13/2012	4/13/2013	Employers Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
See Additional Special Provisions

<b>CERTIFICATE HOLDER</b>  St. Charles Parish P.O. Box 108 Luling, LA 70070	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Arthur J. Gallagher Risk Management Services, Inc.</b>		NAMED INSURED <b>GSE Associates, LLC</b> 1201 Main St. Baton Rouge, LA 70802	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

#### Description of Operations/Locations/Vehicles:

St. Charles Parish is Additional Insured as respects to General Liability and Automobile Liability if required by written contract.

30 Day Notice of Cancellation except 10 days for non-pay is provided to St. Charles Parish as respects to the General Liability if required by written contract. Form #23

#### Remarks:

Additional Special Provisions  
Updated

Blanket Additional Insured provided if required by written contract with respects to General Liability form #90667/CI12791 4/06, Auto liability form CA0001(12/93)

Blanket Waiver of Subrogation is provided if required by written contract with respects to General Liability Form 78011(5/01); Auto Liability form #16-87(11/09); Workers Comp Form #WC000313 & (TX only) #WC420304A

Professional Liability is written on Claims made basis.

Umbrella is follow form. (Excess Umbrella \$1,000,000 over Professional Liability)

As respects the coverage afforded the additional insured, this insurance is primary and non-contributory and the company's obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis, if required by written contract per general liability form #90667/CI12791(04/06)

Workers Comp policy includes USL&H form

#### Maritime:

Company: Underwriters at Lloyds

Policy #PSR081857 Policy term: 4/13/12 to 4/13/13

Limit \$1,000,000 any one person / \$1,000,000 any one accident because of bodily injury by accident or disease, combined single limit.

Deductible \$5,000

Maritime Endorsements include: In Rem Endorsement, Death on the High Seas Act Endorsement, Alternate Employer Endorsement, Blanket Waiver of subrogation if required by written contract.



**To:** File

**From:** Reuben Meador / Alvin Shipmon (GOHSEP)

**Date:** 5/23/2012

**Re:** Cost Analysis: Engineering Cost, St. Charles Parish 1603n-089-0004

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In response to the request by St. Charles Parish to assist in the determination of cost reasonableness, regarding Engineering fees for the west bank water plant generator elevation project proposed by GSE Associates, LLC, (GSE) the following applies:

#### **Findings**

During the review of GSE's proposed engineering fees for the referenced grant project, it was determined that St. Charles Parish has to complete a cost analysis as identified in 44 CFR 13.36, for professional services to ascertain the - reasonableness of the proposed engineering fees.

#### **Action/Research**

After careful review of the GSE Associates, LLC fees as listed in the project budget, the engineering fees, according to the "Cost Curve A" with an added .1 percent modification factor based on project complexity, developed by the Division of Administration for the State of Louisiana and the 2011 BCI\* & CPI (See Attached) a portion of the fee amounting to \$652 for basic engineering/architectural services appears to fall outside the cost curve A; however, based on the complexity of the project, the entire fee of \$23,100 appears to be reasonable and eligible for reimbursement by the Governors Office of Homeland Security and Emergency Preparedness.

**Complexity:** This project is in an existing plant. This requires that all existing systems be kept running while the modifications, changes are made. Creates extra work as opposed to a new plant where only the new design has to be considered. In effect this involves a design for 2 sets of conditions.

The project site physical space is limited which requires an exact measurement of existing equipment locations and conditions. To make space for the new design, will require moving, relocating, retesting existing equipment etc. Different layouts will need to be investigated in order to determine the most feasible secure space for the generator. This may require several design layouts to achieve an acceptable layout for the owner. (See supporting Documentation).

## Supporting Regulations

*Louisiana Capital Improvement projects procedural manual for design and construction:*

5.2.3 – Medium Complex (1.1 of basic compensation), to be determined by Owner projects of special character and/or function requiring an above average level of skill in design and containing more than ordinary requirements of scientific, mechanical, and electrical equipment. (See Attached Calculation Chart)

SEE ATTACHED COST CURVE	
Total of Construction Costs	\$192,349
Reasonable Eng & Design Fee According to the 2011 FP&C – BCI & CPI using a 1.1 Modification factor	\$22,448
2011 Percentage based on AFC	11.6769%
Providence Engineering total engineering fee charged	\$23,100
Additional Modification factor used based on project complexity	1.1
Amount outside of cost curve A	\$652
Is the final amount after allowances, additions, and deductions eligible and reasonable?	YES

## Field Survey and Record Drawings

The lump sum survey fees and rate schedule are described below:

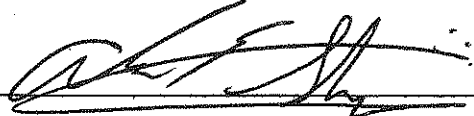
Rate	Rate Classification	Wage Rate	Total
21 Hours	Party Chief	@ \$65.00	\$1,365.00
21 Hours	Instrument Man	@ \$47.00	\$ 987.00
21 Hours	Survey Vehicle	@ \$13.50	\$ 283.50
1.5 Days	Trimble GPS System	@ \$275.00	\$ 412.50
1.0 Day	Trimble Total Station	@ 150.00	\$ 150.00
<b>TOTAL</b>			<b>\$3,198.00</b>

## Reimbursable Expenses:

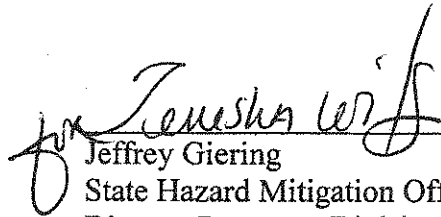
6 sets of Construction plans and specifications for potential bidders @\$110/set = \$660

**Concurrence on modification factor and project complexity description**

I Alvin Shipmon, GOHSEP BCA Analyst/Engineer, have reviewed the project complexity explanation as described by Mr. Clay Breaud of GSE Associates, LLC. I concur with his explanation and description of the project as well as the (1.1) modification factor added to the computation fee chart.

Signature 

Date 05-24-2012

  
Jeffrey Giering  
State Hazard Mitigation Officer  
Disaster Recovery Division

**EXHIBIT "B"**  
**2011**

**COMPUTATION OF FEE**

PROJECT No.: 1603-089-0004 PART:  

PROJECT NAME: West Bank Water Plant Generator Elevation

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) = \$192,349

FEE COMPUTATION:

FEE % for calculation =  $\frac{46.10}{\text{Log}(AFC(1975 \text{ BCI}/\text{Current BCI}))}$  = 9.7849%

RENOVATION FACTOR (RF) = 1.000 (None)

MODIFICATION FACTOR (MF) = 1.100

FEE = FEE % (AFC(1975 BCI/Current BCI)(Current CPI/1975 CPI)(RF)(MF) =  
= \$ **22,448.00**

FEE as a percentage of AFC: 11.6705%

<u>INDICES:</u>		BCI	CPI
	1975	<span style="border: 1px solid black; padding: 2px;">1306</span>	<span style="border: 1px solid black; padding: 2px;">53.8</span>
	Current	<span style="border: 1px solid black; padding: 2px;">4883</span>	<span style="border: 1px solid black; padding: 2px;">218.1</span>

Professional Liability Insurance Coverage shall be in the amount required by the following schedule unless otherwise indicated. No deductible shall be in excess of 5% of the amount of the policy. The prime Designer shall be fully responsible to the Owner for his associates and his professional consultant's work. Responsibility for professional liability coverage for the total project design (including all professional consultants) rests solely with the prime Designer.

**SCHEDULE**  
**LIMITS OF PROFESSIONAL LIABILITY**

<u>Construction Cost</u>	<u>Limit of Liability</u>
0 to \$1,000,000	\$500,000
\$1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to 20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined by Owner



**PROVIDENCE/GSE**  
GSE ASSOCIATES, LLC

May 10, 2012

Mr. Robert Brou  
Director of Waterworks  
St. Charles Parish  
P. O. Box 108  
Luling, LA 70070

Re: Revised Proposal and Scope  
Westbank Water Plant Generator and  
Critical Equipment Elevation  
St. Charles Parish, Louisiana

Dear Mr. Brou:

Thank you very much for selecting GSE to perform engineering services for the referenced project. Based upon our field trip and discussions with you, we anticipate GSE's revised scope of services to be as follows:

- 1) Elevate generator as allowable within confines of existing building roof line. This work includes providing support beams, modifying exhaust and muffler system, elevating auxiliary systems, and associated items of work. St. Charles Parish will furnish temporary generator and fuel during the modifications of the permanent generator. GSE will specify coordination of this activity during construction.
- 2) Elevate A, B, C and D plant main disconnects on outside of building. GSE will specify and coordinate these activities to ensure continuous operation of the plant.
- 3) Install owner supplied transfer switches on elevated stand outside of building.
- 4) Install generator distribution switchboard or elevated stand inside building.

GSE will survey existing site conditions and prepare measured drawings as needed for preparation of plans and specifications. The compliance provisions for federally assisted contracts will be included in the contract documents. St. Charles Parish will administer the compliance of these documents during the construction and provide necessary permits. GSE will provide bidding and construction administration services. St. Charles Parish will provide construction oversight (construction inspection) as needed during the construction phase.

Based upon GSE's most recent visit to the site and discussions with representatives of the waterworks, it was agreed to elevate and replace main disconnects on outside of building. In order to conform to present codes and not hinder access at doorway, these panels may have to be rotated and moved away from building. These details along with cost will have to be worked out in the design phase of the project.

Robert Brou  
 Director  
 St. Charles Parish Department of Waterworks  
 P.O. Box 108  
 Luling, Louisiana 70070  
 phone (985) 783-5110  
 fax (985) 785-2005




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**From:** Clay Breaud [<mailto:claybreaud@providenceeng.com>]  
**Sent:** Thursday, April 26, 2012 11:24 AM  
**To:** Rob Brou  
**Subject:** RE: HMGP#1603-089-0004 West Bank Water Plant Generator Elevation

Rob,

**A) Basic Service Fee Complexity Explanation:**

Project is in an existing plant. This requires that all existing systems be kept running while we make modifications, changes i.e. creates extra work as opposed to a new plant where only the new design has to be considered. In effect this involves a design for 2 sets of conditions.

Physical space is limited at the site. This requires an exact measurement of existing equipment locations and conditions. To make space for the new design, will require moving, relocating, retesting existing equipment etc. Different layouts will have to be investigated until we can fit the equipment into the congested space. This may require several design layouts to achieve an acceptable layout for the Owner.

**B. Field Survey and Record Drawings:**

Field survey – 2.5 days of a 2 man survey crew including equipment and vehicle to perform topographic survey and make precise measurements of existing equipment locations and conditions @ \$1,269 /day = \$3,170.

Record Drawings – Prepare electronic as-built drawings of the project for the owner.

~~Draftsmen/CAD Operator 8 hours @ \$68 = \$544~~

~~Engineer V \_\_\_\_\_ 2 Hours @ \$148 = \$296~~

**C. Reimbursable Expenses:**

- 1) ~~Recordation of Construction Contract & Substantial Completion Certificate in the Courthouse Records = \$340~~
- 2) 6 sets of Construction plans and specifications for potential bidders @ \$110/set = \$660

If we can be of further assistance, please let me know.

Thanks,  
 Clay

---

**From:** Rob Brou [<mailto:rbrou@scpwater.org>]  
**Sent:** Tuesday, April 24, 2012 1:38 PM  
**To:** Clay Breaud  
**Subject:** FW: HMGP#1603-089-0004 West Bank Water Plant Generator Elevation

Robert Brou

05/23/2012

Mr. Robert Brou  
Director of Waterworks  
St. Charles Parish  
May 10, 2012  
Page 2

GSE proposes to provide these services in a lump sum amount as follows:

A. Basic Engineering Services and Record Drawings	\$ 23,100.00
B. Prepare Measured Drawings and Field Survey (See attached Rate Schedule)	\$ 3,198.00
21 Hrs. Party Chief @ \$ 65.00 = \$ 1,365.00	
21 Hrs. Instrument Man @ \$ 47.00 = \$ 987.00	
21 Hrs. Survey Vehicle @ \$ 13.50 = \$ 283.50	
1.5 Days Trimble GPS System @ \$ 275.00 = \$ 412.50	
1.0 Day Trimble Total Station @ \$ 150.00 = \$ 150.00	
C. Reimbursable Expenses (Reproduction Cost)	\$ 660.00
6 sets of Construction Plans and Specifications @ \$110.00/Ea.	

These fees are based upon the agreed to final design. Any cost associated with redesign due to budget constraints shall be renegotiated with the Owner. If this proposal is acceptable and you would like GSE to prepare an engineering agreement, please advise.

Should you have any questions or would like to discuss this project further, please contact me at 991 Grand Caillou Road, Houma, Louisiana, 70363, phone number (985) 876-6380, fax number (985) 876-0621.

Sincerely,

Providence/GSE  
GSE Associates, LLC



Clay Breaud  
Company Manager

CB/dbp

Attachment

cc: Mr. Harry Hawney - GSE Associates, LLC



# ST. CHARLES PARISH

## DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070

(985) 783-5110 • Fax (985) 785-2005

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

ROBERT BROU  
DIRECTOR

February 4, 2011

TO: Ms. Holly Fonseca  
Grants Officer

CC: Mr. Rusty Walker (without attachments)  
Chief Executive Officer

FROM: Mr. Robert Brou *RB*  
Department of Waterworks

SUBJECT: West Bank Water Plant Generator & Critical Equipment Elevation  
HMGP #1603-089-0004, FEMA-1603-DR-LA, Project #0096

On December 3, 2010, St. Charles Parish Department of Waterworks received Requests for Qualifications from five (5) different engineering firms. The engineering firms are listed below:

- Burk-Kleinpeter, Inc. (BKI)
- H. Davis Cole & Associates, LLC (HDC)
- Gulf Engineers & Consultants (GEC)
- GSE Associates, LLC
- Principal Engineering, Inc.

Rickey Robert, Jr., Dustin Zeringue, Gilbert Bustamante, Dondi Troxler and I reviewed the proposals and rated each engineering firm in six (6) separate categories with a total possible score of one hundred (100). The six (6) categories along with their maximum allowed points are as follows:

- |   |           |
|---|-----------|
| - Professional License, Training and Experience | 25 points |
| - Past Accomplishments and Projects             | 15 points |
| - Capacity to Complete Project                  | 25 points |
| - Past/Current St. Charles Experience           | 10 points |
| - Size and Location                             | 10 points |
| - Owner/Sub-contractor References               | 15 points |

Upon review of each engineering firm, I am recommending GSE Associates, LLC for the West Bank Water Plant Generator & Critical Equipment Elevation project. GSE Associates, LLC had the highest score of the submitting firms and appeared to be the most qualified to handle the St. Charles Parish Department of Waterworks' project and its critical equipment.

I have attached a copy of the Request for Qualifications Solicitations Package, two (2) printed copies and one (1) electronic copy of their submittals and the RFQ rating sheets. If you have any questions regarding this matter, please feel free to contact me.

Thanks.



St. Charles Parish hereby requests qualification statements from professional firms interested in providing engineering services for the West Bank Water Plant Generator and Critical Equipment Elevation. The proposed project site is currently owned by St. Charles Parish and is located in the community of Luling.

Professional engineering services to be provided will include but are not be limited to: (1) engineering services consisting of preliminary and final engineering design reports including cost estimates, specifications, and drawings, bidding management, construction administration, and providing "as-built" drawings; and (2) Additional services as needed for measuring existing conditions, topographical and field surveys, construction project representation and quality assurance

Minimum requirements for selection will include but are not limited to at least 5 years experience in professional project design and construction management services in electrical and structural engineering.

The procedures for the selection of this firm will be in accordance with the procurement requirements of St. Charles Parish Waterworks and all applicable state and federal regulations. The evaluation will involve an evaluation of all written responses received in accordance with the selection criteria and corresponding point system, which is identified in this request for statements of qualifications packet.

St. Charles Parish will begin negotiations with the respondent obtaining the highest total score in the evaluation process upon selection.

Interested firms must submit one (1) original and three (3) copies of their submittals to the St. Charles Parish Waterworks, c/o Ms. Rachelle Johnson, 301 3<sup>rd</sup> Street, P.O. Box 108, Luling, LA 70070, no later than 10:00 A.M. on Thursday, July 24, 2008. Any proposals received after 10:00 A.M. on Thursday, July 24, 2008 will be rejected. St. Charles Parish Waterworks' office hours are 8:30 AM to 4:00 PM Monday through Friday. Please label packages West Bank Water Plant Generator and Critical Equipment Elevation.

St. Charles Parish Waterworks is an Equal Opportunity Employer.

Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Ms. Rachelle Johnson at (985) 783-5110 to discuss their particular needs.

**ST. CHARLES PARISH**

**WEST BANK WATER  
PLANT GENERATOR AND  
CRITICAL EQUIPMENT  
ELEVATION**

●

**REQUEST FOR  
STATEMENTS  
OF  
QUALIFICATIONS  
ENGINEERING SERVICES**

●

**PROPOSAL PACKET**

**WATERWORKS**

**ST. CHARLES PARISH  
WEST BANK WATER PLANT GENERATOR AND CRITICAL EQUIPMENT ELEVATION**

**WATERWORKS**

**IN GENERAL.**

St. Charles Parish Waterworks is soliciting statements of qualifications from qualified firms interested in providing engineering services for the West Bank Water Plant Generator and Critical Equipment Elevation project. This project is to elevate the back-up power generator to an elevation above Category 2 estimate surge levels. This plant is the sole water supply source for the Westbank of St. Charles Parish. The Westbank plant is raising the elevation of the generators, pumps and critical electrical equipment. This will prevent the loss of potable water and fire protection for St. Charles Parish. The scope of work includes the raising of a back-up generator and other critical electrical equipment with the treatment plant remaining in operation. Also included is the design of metal platforms for it accessing the elevated equipment. The required services include engineering services consisting of preliminary and final engineering design reports including cost estimates, specifications, and drawings, bidding management, construction administration, and providing "as-built" drawings. Additional services as needed may also include measuring existing conditions, topographical and field surveys, construction project representation and quality assurance. St. Charles Parish will begin negotiations with the respondent upon selection.

The agreement will be a negotiated lump sum fee contract.

**PROJECT DESCRIPTION/SCOPE OF WORK.**

The project will be located within an operating water treatment facility owned and maintained by St. Charles Parish Waterworks; and, be constructed in compliance with all state and local electrical building codes, and all other applicable Federal, State, and Parish codes and regulations.

**SELECTION CRITERIA.**

All submittals will be evaluated according to the following criteria and corresponding point system. The responses will be initially evaluated on the basis of written materials.

The St. Charles Parish Waterworks reserves the right to request an onsite visit of projects under construction and/or recently completed projects that were designed by each applicant. The award will be made to the most qualified offeror whose qualification statement is deemed most advantageous to St. Charles Parish Waterworks, all factors considered.

In the event of a tie, the firm that has the most knowledge regarding the proposed project will be chosen; such knowledge must have been obtained through previous experience with a similar project or projects. Unsuccessful offerors will be notified as soon as possible.

	<u>POINTS</u>
1. Professional license, training and experience, especially in relation to the type and magnitude of work required for the particular project.	25
2. Past and/or current professional accomplishments, especially in relation to the type and magnitude of work required for the particular project.	15
3. Capacity for timely completion of work.	25
4. Nature, quantity and value of St. Charles Parish work previously performed and presently being performed.	10
5. Size and location of the firm.	10

6. Owner and subcontractor references from recently completed projects, minimum of three (3) references with contact information.	15
TOTAL POSSIBLE POINTS	100

**SUBMISSION REQUIREMENTS/REQUESTS FOR ADDITIONAL INFORMATION.**

Submissions must address evaluation criteria, in the order listed, as stated above.

Questions and responses are to be directed to:

Ms. Rachelle Johnson, Administrative Aide  
St. Charles Parish Waterworks  
301 3<sup>rd</sup> Street  
Post Office Box 108  
Luling, Louisiana 70070  
(985) 783-5110  
[rjohnson@scpwater.org](mailto:rjohnson@scpwater.org)

All responses must be received no later than **10:00 a.m., Friday, January 8, 2010.**

Three (3) copies of the response to the solicitation, **along with a CD containing an electronic copy**, must be submitted to Ms. Rachelle Johnson at the above address. **Electronic copies sent via email will not be accepted.**

Please mark the outside of the envelope:

**WEST BANK WATER PLANT GENERATOR AND  
CRITICAL EQUIPMENT ELEVATION**

**RIGHT TO REJECT RESPONSES.**

At any time during the evaluation process, the St. Charles Parish Waterworks reserves the right to reject any and all responses received to this solicitation.

Dustin Zeringue

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	GSE
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	High
Capacity to Complete Project 25 points	Agg
Past / Current St. Charles Experience 10 points	Agg
Size and Location 10 points	High
Owner / Sub-contractor References 15 points	High
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Gulf Engineers & Consultants
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	High
Capacity to Complete Project 25 points	High
Past / Current St. Charles Experience 10 points	Avg
Size and Location 10 points	High
Owner / Sub-contractor References 15 points	Avg
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	Avg
Capacity to Complete Project 25 points	Avg
Past / Current St. Charles Experience 10 points	Avg
Size and Location 10 points	High
Owner / Sub-contractor References 15 points	Low
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	PEC
Professional License, Training and Experience 25 points	Avg
Past Accomplishments and Projects 15 Points	Avg
Capacity to Complete Project 25 points	LOW Avg
Past / Current St. Charles Experience 10 points	LOW
Size and Location 10 points	LOW
Owner / Sub-contractor References 15 points	Avg
Total Score	



# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	H. Davis Cole
Professional License, Training and Experience 25 points	AVG
Past Accomplishments and Projects 15 Points	AVG
Capacity to Complete Project 25 points	LOW
Past / Current St. Charles Experience 10 points	LOW
Size and Location 10 points	LOW
Owner / Sub-contractor References 15 points	LOW
Total Score	

Dandi Troxler

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	GSE High
Professional License, Training and Experience 25 points	
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

<b>Company Name</b>	Burk-Kleinpeter, Inc. Ave.
<b>Professional License, Training and Experience</b> 25 points	
<b>Past Accomplishments and Projects</b> 15 Points	
<b>Capacity to Complete Project</b> 25 points	
<b>Past / Current St. Charles Experience</b> 10 points	
<b>Size and Location</b> 10 points	
<b>Owner / Sub-contractor References</b> 15 points	
<b>Total Score</b>	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	PEC <i>low</i>
Professional License, Training and Experience 25 points	
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

<b>Company Name</b>	H. Davis Cole
<b>Professional License, Training and Experience 25 points</b>	
<b>Past Accomplishments and Projects 15 Points</b>	
<b>Capacity to Complete Project 25 points</b>	
<b>Past / Current St. Charles Experience 10 points</b>	
<b>Size and Location 10 points</b>	
<b>Owner / Sub-contractor References 15 points</b>	
<b>Total Score</b>	

# West Bank Plant Generator Elevation RFQ Rating Sheet

<b>Company Name</b>	Gulf Engineers & Consultants
<b>Professional License, Training and Experience 25 points</b>	
<b>Past Accomplishments and Projects 15 Points</b>	
<b>Capacity to Complete Project 25 points</b>	
<b>Past / Current St. Charles Experience 10 points</b>	
<b>Size and Location 10 points</b>	
<b>Owner / Sub-contractor References 15 points</b>	
<b>Total Score</b>	

*Robert K...*

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	GSE
Professional License, Training and Experience 25 points	<i>High</i>
Past Accomplishments and Projects 15 Points	<i>High</i>
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	
Owner / Sub-contractor References 15 points	<i>High</i>
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	PEC
Professional License, Training and Experience 25 points	Principal Exp unrelated Barton Shiner-etc. (5 w/39 other)
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	Small
Owner / Sub-contractor References 15 points	No Sub listed President / Vice Pres in Iraq
Total Score	



# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	H. Davis Cole
Professional License, Training and Experience 25 points	
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	
Owner / Sub-contractor References 15 points	<i>Extra Small</i>
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.
Professional License, Training and Experience 25 points	12 years Elec. / Gretna Wastewater New Generator High End
Past Accomplishments and Projects 15 Points	Avg. - (Work is New Install)
Capacity to Complete Project 25 points	?
Past / Current St. Charles Experience 10 points	Avg.
Size and Location 10 points	High End
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Gulf Engineers & Consultants
Professional License, Training and Experience 25 points	Champagne Strong
Past Accomplishments and Projects 15 Points	Kenner * Storm Proofing
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	Top.
Owner / Sub-contractor References 15 points	Good Ref.
Total Score	

RICKY ROBERTS JR.

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.
Professional License, Training and Experience 25 points	HIGH
Past Accomplishments and Projects 15 Points	Avg.
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	Avg
Size and Location 10 points	HIGH
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Gulf Engineers & Consultants
Professional License, Training and Experience 25 points	HIGH
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	AVE
Size and Location 10 points	HIGH
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	PEC
Professional License, Training and Experience 25 points	
Past Accomplishments and Projects 15 Points	
Capacity to Complete Project 25 points	
Past / Current St. Charles Experience 10 points	
Size and Location 10 points	<i>LOW</i>
Owner / Sub-contractor References 15 points	
Total Score	

# West Bank Plant Generator Elevation RFQ Rating Sheet

<b>Company Name</b>	H. Davis Cole
<b>Professional License, Training and Experience 25 points</b>	
<b>Past Accomplishments and Projects 15 Points</b>	
<b>Capacity to Complete Project 25 points</b>	
<b>Past / Current St. Charles Experience 10 points</b>	
<b>Size and Location 10 points</b>	
<b>Owner / Sub-contractor References 15 points</b>	
<b>Total Score</b>	

# West Bank Plant Generator Elevation RFQ Rating Sheet

<b>Company Name</b>	GSE
<b>Professional License, Training and Experience 25 points</b>	
<b>Past Accomplishments and Projects 15 Points</b>	
<b>Capacity to Complete Project 25 points</b>	
<b>Past / Current St. Charles Experience 10 points</b>	
<b>Size and Location 10 points</b>	
<b>Owner / Sub-contractor References 15 points</b>	
<b>Total Score</b>	



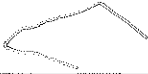
Gilbert Suslamante

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Gulf Engineers & Consultants
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	High
Capacity to Complete Project 25 points	High
Past / Current St. Charles Experience 10 points	High
Size and Location 10 points	High
Owner / Sub-contractor References 15 points	High
Total Score	

G.16.0

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	Average 
Capacity to Complete Project 25 points	Average
Past / Current St. Charles Experience 10 points	Average
Size and Location 10 points	Average
Owner / Sub-contractor References 15 points	Average
Total Score	

6.16.09

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	GSE
Professional License, Training and Experience 25 points	High
Past Accomplishments and Projects 15 Points	High
Capacity to Complete Project 25 points	Average
Past / Current St. Charles Experience 10 points	High
Size and Location 10 points	Average
Owner / Sub-contractor References 15 points	Average
Total Score	

## West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	PEC
Professional License, Training and Experience 25 points	Average
Past Accomplishments and Projects 15 Points	Average
Capacity to Complete Project 25 points	High
Past / Current St. Charles Experience 10 points	Low
Size and Location 10 points	Low
Owner / Sub-contractor References 15 points	Low
Total Score	

Gilbert

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	H. Davis Cole
Professional License, Training and Experience 25 points	Low
Past Accomplishments and Projects 15 Points	Low
Capacity to Complete Project 25 points	Low
Past / Current St. Charles Experience 10 points	Low
Size and Location 10 points	Low
Owner / Sub-contractor References 15 points	Low
Total Score	

Total of All 5

West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	121	118	92	91	122
Past Accomplishments and Projects 15 Points	55	64	51	54	75
Capacity to Complete Project 25 points	98	107	95	85	106
Past / Current St. Charles Experience 10 points	25	23	18	18	35
Size and Location 10 points	40	47	31	32	47
Owner / Sub-contractor References 15 points	53	68	43	43	71
<b>Total Score</b>	<b>392</b>	<b>427</b>	<b>330</b>	<b>323</b>	<b>456</b>

RICKY ROBERT 002,

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	23	23	20	21	25
Past Accomplishments and Projects 15 Points	10	10	10	9	15
Capacity to Complete Project 25 points	22	23	18	20	22
Past / Current St. Charles Experience 10 points	6	7	5	4	7
Size and Location 10 points	9	10	6	6	8
Owner / Sub-contractor References 15 points	10	12	8	8	15
Total Score	80	85	67	68	92

## West Bank Plant Generator Elevation RFQ Rating Sheet

*Dustin Zeringue*

	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Company Name	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	25	23	18	17	24
Past Accomplishments and Projects 15 Points	12	14	11	12	15
Capacity to Complete Project 25 points	18	25	15	14	20
Past / Current St. Charles Experience 10 points	7	5	4	4	8
Size and Location 10 points	8	9	5	5	9
Owner / Sub-contractor References 15 points	9	14	8	7	14
<b>Total Score</b>	<b>79</b>	<b>90</b>	<b>61</b>	<b>59</b>	<b>90</b>



Elmer B. Schaefer

### West Bank Plant Generator Elevation RFQ Rating Sheet

Company Name	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	25	25	15	15	25
Past Accomplishments and Projects 15 Points	10	15	10	10	15
Capacity to Complete Project 25 points	15	15	25	15	20
Past / Current St. Charles Experience 10 points	5	5	5	5	10
Size and Location 10 points	5	10	5	5	10
Owner / Sub-contractor References 15 points	10	15	5	5	15
<b>Total Score</b>	<b>78</b>	<b>85</b>	<b>65</b>	<b>55</b>	<b>95</b>

West Bank Plant Generator Elevation RFQ Rating Sheet

Robert Brown

Company Name	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	23	23	19	18	23
Past Accomplishments and Projects 15 Points	11	12	10	11	15
Capacity to Complete Project 25 points	23	24	20	20	24
Past / Current St. Charles Experience 10 points	5	3	3	3	6
Size and Location 10 points	9	9	6	7	10
Owner / Sub-contractor References 15 points	12	14	10	10	14
Total Score	83	85	68	69	92

Donald Fowler

West Bank Plant Generator Elevation RFQ Rating Sheet

	Burk-Kleinpeter, Inc.	Gulf Engineers & Consultants	Principal Engineering, Inc.	H. Davis Cole & Associates, LLC	GSE Associates, LLC
Professional License, Training and Experience 25 points	25	24	20	20	25
Past Accomplishments and Projects 15 Points	12	13	10	12	15
Capacity to Complete Project 25 points	20	20	17	16	20
Past / Current St. Charles Experience 10 points	2	3	1	2	4
Size and Location 10 points	9	9	9	9	10
Owner / Sub-contractor References 15 points	12	13	12	13	13
Total Score	80	82	69	72	87