

CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: 14-065

Be it known, that on this 29 day of December, 2014, the St. Tammany Parish Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and SURVEYS UNLIMITED RESEARCH ASSOCIATES INC, an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for Professional Services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:

The work specified in this project will require the Provider to furnish all labor, equipment, tools, supplies, and materials necessary to complete phase II of the Cultural Arts Survey at the Cultural Arts District Site off of Pinnacle Parkway (Section 25, T7S, R11E).

General: The Provider will carry out a Phase II National register of Historic Places (NRHP) investigation at archaeological site 16ST246 (The Pinnacle Site). The site is located within a tract of 51.94 acres on the north side of I-12, fronting the right descending bank of the Tchefuncte River. This will be used as a Cultural Arts District (CAD). The project area will be referred to herein as the Area of Potential Effects (APE).

Standards: This survey will conform to the requirements of the Louisiana Division of Archaeology (LDOA) and the Louisiana State Historic Preservation Officer (SHPO). SURA will provide six copies of the report to the client.

St. Tammany Parish 1100
Instrmnt #: 1967578
Registry #: 2351311 mb2
01/09/2015 4:18:00 PM
MB X CB MI UCC

Methodology: The methodology will be governed by the procedure set out in the Phase II investigation plan in Appendix A and approved on October 16, 2014 by SHPO.

Access: Parish warrants that it has legal access to the survey areas. Any delays caused by failure to obtain access will be borne by the client and are in addition to this contract.

Human Remains: Should an unmarked human burial be found during the survey, all work in the immediate area of the remains will halt and the St. Tammany Parish Sheriff's Office will be notified within 24 hours and the LDOA within 72 hours. Should the sheriff and coroner determine that no recent crime scene is represented (i.e. that the remains are over 50 years old) then the procedure of Section 106 of the National Historic Preservation Act (NHPA) and the Louisiana Unmarked Human Burial Sites Preservation Act (LUBSPA) will be followed.

Report: The Provider will embody the results of the survey of each area in a written report that conforms to the standards of the LDOA. This report will assess each site found according to the current NRHP criteria and the outcome, regarding each site, may be any of the following:

- a. The archaeological materials were found not to qualify for the NRHP. In such a case, SURA will recommend the development project proceed as planned.
- b. The materials found indicated the site or part of the site was eligible for the NRHP but the phase II investigation exhausted the research potential of the site, in which case development at the site may proceed as planned.
- c. The materials found indicated the site or part of the site was eligible for NRHP. In such case, the Parish will have the option of either avoiding that part of the site that is eligible for the NRHP or of sponsoring Phase III data recovery investigations, which are apart from this contract.

Schedule: The schedule will be determined by mutual consent between SURA and the Parish. Many factors affect the time required for fieldwork and report production, including weather, and quantity and nature of materials found. In general terms, the time required for field work will be six to ten weeks. Analysis time is six to eight weeks. Draft report writing time requires five to seven weeks. Thus, the approximate time line for the project (not counting SHPO review time) is 17 to 25 weeks. These are estimates only.

Insurance: SURA will carry Workers Compensation, General Liability and professional liability

insurance in the amount of \$1,000,000 during the duration of the project.

Price: The price of this Phase II investigation is set at \$58,872.73 (Fifty-eight thousand eight hundred seventy-two and 73/100 dollars). The Parish will be billed upon submission of draft report by SURA to the Parish.

Further details of the work and responsibilities of the Provider are provided in the procurement documents, a copy of which are maintained by the Department of Engineering and the Procurement Department. The parties are bound to these details and responsibilities as if copied herein in extenso. Provider agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

2. DOCUMENTS

- A.** The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
 - 1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by

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

- 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or the Parish related to this Contract.
- 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- 4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:
 - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
 - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per LSA- R.S. 38:2317.

G. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by the Parish.

A. IF ON AN HOURLY BASIS:

- 1) Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.
- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
 - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
 - (b) All billings by Provider for services rendered shall be submitted in writing.
 - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.

- (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.
 - (e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.
- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS:

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

C. IF ON OTHER BASIS

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.

4. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5. BUDGET LIMITATION

- A.** The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.

- B.** It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.

- C.** The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such

reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. NOTICE TO PROCEED

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

7. INSURANCE

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

8. OTHER TERMS AND CONDITIONS

- A.** The Provider shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. Tammany.
- B.** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be

conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

- C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.
- D. This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E. This Contract represents the entire Contract between Parish and Provider.
- F. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.
- G. In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are

attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.

- H.** Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, 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 Parish shall have the right to annul this Contract without liability.
- I.** This Contract may be amended only by mutual written consent of the respective Parties.
- J.** Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- K.** Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M.** Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- N.** It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner", "Director" and "Parish" and "the Parish of St. Tammany" may be used interchangeably.

- O.** Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other Parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P.** Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q.** Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R.** Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services as would a reasonably-related Provider in St. Tammany Parish.
- S.** Provider agrees to perform all services in a workmanlike and professional manner. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

9. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days notice. The Parish will also supply Provider thirty (30) days notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

E. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

F. As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be

commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. TERM OF CONTRACT

- A.** The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.
- B.** This Professional Services Contract shall terminate as follows:
- 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
 - 2) As per operation of law, or;
 - 3) As agreement between the Parties, or;
 - 4) Upon the satisfactory completion of all services and obligations described herein, or;
 - 5) As per the Parish Charter, under Section 5-06(B).

12. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all

hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

13. INDEPENDENT CONTRACTOR

- A.** While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LSA-R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B.** Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- C.** Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

14. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. Tammany: Office of the Parish President
P.O. Box 628
Covington, La. 70434
(985) 898-2700

Provider: SURVEYS UNLIMITED RESEARCH ASSOCIATES
INC
2650 BELMONT AVENUE
BATON ROUGE, LA 70808

15. RECORDATION OF CONTRACT

Provider authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Provider and Parish is hereby authorized to deduct all related costs from any proceeds due to the Provider.

16. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:


Signature

Karl Shuman
Print Name


Signature

Matthew Chouvat
Print Name

PROVIDER:


Signature

Malcolm Shuman
Print Name

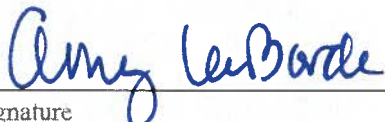
President
Title

12-9-14
Date

WITNESSES:

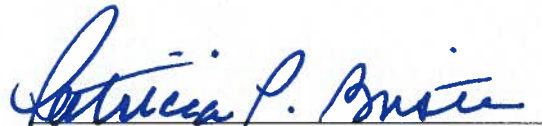

Signature

Anne Pastovich
Print Name


Signature

Amy Laborde
Print Name

ST. TAMMANY PARISH GOVERNMENT:


Signature

Patricia P. Brister
Parish President

12-29-14
Date

APPROVED BY:



Kelly M. Rabalais

Executive Counsel to Parish President

12-19-2014

Date

**APPENDIX A:
PROPOSED PHASE II INVESTIGATION PLAN FOR 16ST264 (THE
PINNACLE SITE)**

Prepared by SURA, Inc.

For

St. Tammany Parish Government

October 16, 2014 (Revised)

Introduction

Site 16ST264 (the Pinnacle Site) is a single component (unless one includes two prehistoric flakes) historic site 4 acres (1.6 hectares) in lateral extent located on a low terrace on the west side of the Tchefuncte River, overlooking the Tchefuncte swamp and floodplain (Figure 1). Ceramics and other materials recovered during Phase I operations point to an early 19th century occupation and bricks on the surface and in shovel tests indicate a structure was present at one time. Due to the relatively undisturbed nature of the site (i.e., there is no indication of agricultural disturbance such as plowing) and the uniformly early (late 18th to mid-19th-century) dates of the ceramics, this site appears to offer possibilities as a National Register of Historic Places (NRHP) candidate.

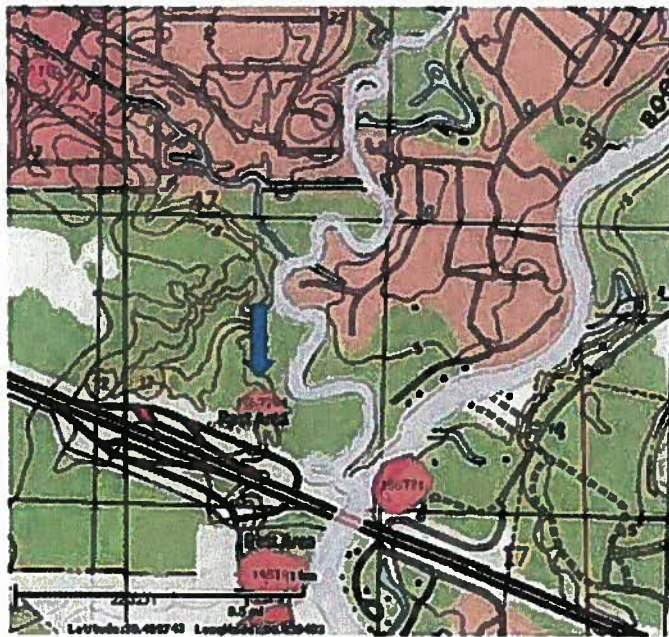


Figure 1. Topographic map showing location of site 16ST264 (Source: La. Div. of Arch.).

Archaeological Investigation Phases

As outlined in the Louisiana Division of Archaeology guidelines (www.crt.state.la.us/cultural-development/archaeology/section-106), archaeological investigations (with the exception of assessments and reconnaissance surveys, which are not relevant here) proceed in three phases. In a general sense, these involve examination of an area to determine if possibly significant archaeological/historic properties are present (Phase I); more intensive investigation of a particular archaeological/historic property identified during Phase I to determine if it is eligible for the NRHP (Phase II); and extensive investigation (data recovery) of an eligible archaeological/historic property to recover all the site's important data so that the archaeological/historic property, may then be destroyed (e.g., as by development) (Phase III).

Necessity for Phase II Investigation at 16ST264 and Objectives

Because the client is unable to avoid the site, the client has elected to authorize Phase II operations to determine NRHP eligibility. Of the four criteria that address eligibility, Criterion D, data potential, would apply (NRHP 1995:2). This criterion states that, conditions of integrity being met, a site is eligible if it has "Yielded, or may be likely to yield, information important in prehistory or history" (NRHP 1995:2). NRHP Bulletin 15, however, also states that a site that once yielded important information but has been excavated to the degree that "no longer can convey either its historic/prehistoric utilization...is not eligible" (NRHP 1995:24). The following plan details the questions to be addressed and the operations to be employed, with the aim of not only addressing Criterion D, but of determining, should the site prove eligible, whether there are remaining deposits that would justify a Phase III data recovery operation.

Questions

Two over-arching questions are important in undertaking Phase II operations. First, is the site undisturbed? This relates to the integrity issue of the NRHP evaluation process. Second, is this a one-component site? Initial indications do not support a post-Civil War occupation. Also, two flakes from shovel tests hint of the possibility of an underlying Native American presence, though, with the water table at about 50 cmbs, this may prove to be difficult to determine.

Operational questions are the following:

- (1) Was there a structure present, and, if so, what was its nature and orientation?
- (2) Were there outbuildings? If so, what was their nature and where were they? This includes possible privies.
- (3) Do the ceramics and other deposits indicate definable activity areas (e.g. kitchen, dump, etc.).

- (4) Is there any Native American historic/prehistoric presence indicated, as evidenced by artifacts or other archaeological deposits?**

Operations

The following procedures are aimed at answering the questions detailed above.

- (1) Shovel testing the main part of the site at 5 m intervals.** The area to be shovel tested is shown in Figure 2. This procedure may be augmented by hand auger testing as appropriate. This procedure, which should result in 80-90 additional shovel tests, should provide a more precise map of where archaeological deposits/structural elements lie. This will be carried out with shovel and screen.
- (2) Tracing any foundations/piers.** If structure foundations exist, it should be possible to trace their configuration by hand excavation and document them. This should answer questions as to shape and perhaps orientation of the buildings they supported. This may be done with a shovel and/or probe.
- (3) Hand excavation of 10 1 m x 1 m units.** Up to ten 1 m² units will be hand excavated, their locations to be determined by artifact density and the presence of apparent features. These units will be excavated in 10 cm arbitrary levels, to either sterile levels or the water table, whichever is reached first. Material excavated will be dry screened through .25 in mesh. Features may, at the discretion of the senior archaeologist in the field, be excavated separately, through bisection and/or natural/artificial levels. This will be carried out with shovel and trowel, and hand auger as needed. Water screening will not be employed (a) because of the questionable information value of this technique on recent historic sites, and (b) absence of a nearby water source (The swamp is generally not deep enough to allow the employment of a hose).
- (4) Recordation.** All shovel tests, structural remains, excavation units and features will be drawn, mapped and photographed; the site as a whole will be mapped.
- (5) Analysis.** Artifacts will be cleaned, analyzed, catalogued and, as necessary, photographed in the SURA offices. Bulk samples from intact midden deposits may be floated for botanical remains.
- (6) Report Production.** The results of the investigation will be embodied in a report that details the products of conveyance record research and field operations. The report will specifically address: (1) NRHP eligibility; (2) site

condition, in terms of data potential, after the Phase II procedure, and (3) Any further work required, if necessary.

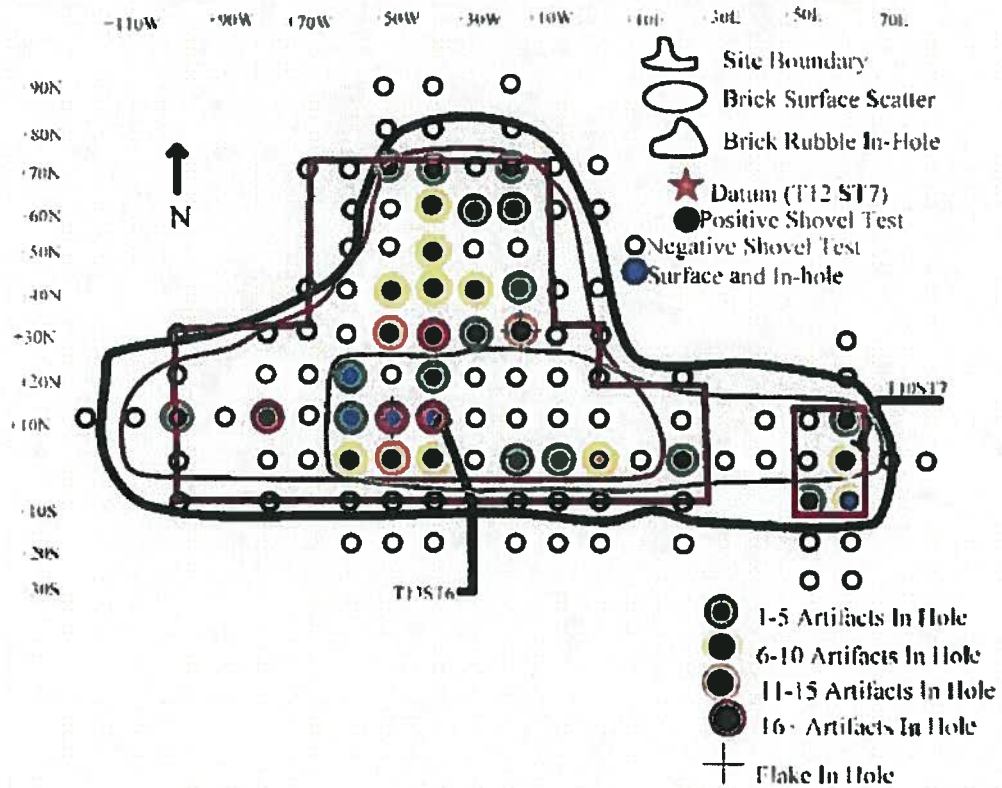


Figure 2. Site map, showing artifact density and areas to be shovel tested at 5 m intervals (red borders).

NRHP Significance

The State's Comprehensive Archaeological Plan (Smith et al. 1983) divides the state into six geographic management units and fourteen chronological cultural units. St. Tammany Parish falls into Management Unit IV, which covers the Florida Parishes. Within Management Unit IV are fifteen themes, any one or more of which may be addressed in assessing NRHP significance. The category of cultural units is divided into fourteen cultural periods, ordered chronologically. Each cultural period has a number of themes useful in assessing NRHP significance. Table 1 shows which themes are relevant to the investigation of site 16ST264.

In order to determine whether important light can be shed on the relevant themes, and, hence, whether a site is eligible for the NRHP, archaeological operations should find that a site has one or more of certain properties (This list is not exhaustive, but describes the properties most commonly considered in NRHP eligibility determination).

1. Presence of undisturbed deposits;
2. Presence in these deposits of diagnostic materials that allow assignment to a time period and, sometimes, an ethnic/sociocultural group. For instance, can the nature of the ceramics tell us if the people who lived here were rich or poor?
3. Presence of features. That is, can trash pits, privies, or other circumscribed, homogeneous deposits be identified within the site that would tell us about what was eaten, what was discarded, etc.;
4. Presence of structural remains, such as house foundations or walls, which would tell us the size, orientation and nature of the building(s) at the site;
5. Distribution of archaeological materials/features. That is, do deposits of animal bones suggest one location was the kitchen; do burned areas suggest a fireplace or, perhaps, that the structure was destroyed by fire? Do wood-burning stove parts tell us about the technology of the inhabitants?

Table 1. Themes Relevant to 16ST264

RELEVANT CULTURAL UNITS	Antebellum	War and Aftermath, 1860-1890
MANAGEMENT UNITS		
Management Unit IV		
Themes		
Paleo-Indian Culture		
Post-Pleistocene Transition		
Archaic Culture		
Tchefuncte Culture		
Prehistoric Utilization of the Uplands		
European-Indian Contact		
Development of the Frontier Town		
Early Baton Rouge		
Upland South Subsistence and Settlement Patterns	X	x
The Influence of the Mississippi River on Historic Settlement		
Plantation Archaeology	X	x
Military History in Louisiana		
The Development of the Railroads		
The Development of the Lumber Industry		x
Culture History		

In short, the archaeological operations focus on these issues, and the results will largely determine the NRHP-eligibility of the site, while the extent/intensity of the operations will determine how much, if any, significant data, may remain after Phase II fieldwork is completed

Phase II versus Phase III

The result of a phase II investigation may be that the site is determined to be not eligible for the NRHP, in which case the site may be destroyed by development with no adverse effects. However, the Phase II may determine the site to be eligible under one or more of the criteria discussed, usually Criterion D. In such a case, there may exist either of two situations: (1) The Phase II investigations may have been sufficient to harvest all the important data the site had to offer. In such a case, the site may be cleared for development because of "data exhaustion" during the Phase II, without need for a Phase III (Data Recovery), simply because there are no significant data left to recover. The LDOA guidelines for Phase II investigations, however, state "In most cases, Phase II testing is done to determine a site's eligibility for the NRHP and not to exhaust the research potential of a site." In short, the likelihood of Phase II operations exhausting the research potential of an otherwise eligible site will depend on the site itself and the particular situation; (2) Usually, a site determined eligible as the result of Phase II testing must undergo Phase III data recovery if avoidance is not an option.

References

- NRHP (National Register of Historic Places)
1995 How to Apply the National Register Criteria for Evaluation. *National Register Bulletin 15*. Dept. of the Interior, Washington, D.C.
- Smith, Steven D., Philip G. Rivet, Kathleen M. Byrd and Nancy W. Hawkins
1983 *Louisiana's Comprehensive Archaeological Plan*. Department of Culture, Recreation and Tourism, Baton Rouge.