

CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: 16-077

Be it known, that on this 13 day of September, 2016, the St. Tammany Parish Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and DUPLANTIS DESIGN GROUP, P.C., 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

The Provider must provide the following services:

Development of a Master Plan for an approximate 50 acre site that will be developed as the Cultural Arts District (CAD). This Master Plan will then be utilized to develop the infrastructural package associated with Phase I of the CAD development.

This includes:

Master Planning Assistance

- Assist the project architect and team with development of a Master Plan for the entire CAD site and
- Provide input on development of plan associated with utilities, grading, flood based elevations, storm surge data, and access into the district.

The maximum cost for the above listed work will be \$66,000.00.

Services below are for future phases of the project and will be options for renewal:

Site Investigation Report (Optional)

- Assist in completion of the SIR and
- Contract and obtain Letters of Availability for water, electric, waste water, gas, telephone and stormwater.

The maximum cost for the above listed work will be \$3,500.00.

Local Jurisdiction Requirements (Optional)

- Assist with the subdivision process and coordination of the selected surveyor.

The maximum cost for the above listed work will be \$15,000.00.

Preparation of Onsite Plans (Optional)

- Provide Site, Grading, Utility, and Erosion Control Plans.

The maximum cost for the above listed work will be \$145,000.00.

Preparation of Design Data (Optional)

- Provide Onsite Drainage Calculation plans, Modification of Standard Specs data, and SWPPP Stormwater Pollution Prevention Plans.

The maximum cost for the above listed work will be \$45,000.00.

Obtain Permits (Optional)

- Obtain Stormwater, Civil/State Development, Parish/DOTD Drainage, and Wetlands permits.

The maximum cost for the above listed work will be \$17,500.00.

Public Bid Process (Optional)

- Assist in the creation of front end documents, pre-bid meetings, responses to RFI's, evaluations of bid tabs, and provide Parish with engineering recommendation of award.

The maximum cost for the above listed work will be \$15,000.00.

Construction Administration (Optional)

- Respond to construction submittals and RFI's during construction phase;
- Weekly, and as needed, site visits during construction and
- Provide Construction Administration services for construction of CAD Infrastructure project.

The maximum cost for the above listed work will be \$47,500.00.

Further details of the work and responsibilities of the Provider are provided in the procurement documents, copies of which are maintained by the Grants and Procurement Departments. The parties are bound to these details and responsibilities as if copied herein in extenso. The maximum cost of this work will be \$66,000.00. Payments will be made in accordance to the proposal and fee schedule attached herein as "Exhibit A", as billed by the Provider upon completion of the work and approval by the Department. Provider will be responsible for complying with all applicable HUD requirements as attached herein as "Exhibit B". The time for completion is 280 days from the date specified in the Notice to Proceed. Provider agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish. Provider likewise agrees to provide all documentation within its possession required and requested by the Parish for funding by the State or Federal Government.

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: DUPLANTIS DESIGN GROUP, P.C.
314 EAST BAYOU ROAD
THIBODAUX, LA 70301

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:

Candace D. Oncale
Signature

Candace D. Oncale
Print Name

Lesley B. LeBlanc
Signature

Lesley B. LeBlanc
Print Name

PROVIDER:

Matthew K. Newchurch
Signature

Matthew K. Newchurch
Print Name

President
Title

6.24.16
Date

WITNESSES:

Amy M LeBonde
Signature

Amy M LeBonde
Print Name

Laurene Ojeda
Signature

Laurene Ojeda
Print Name

ST. TAMMANY PARISH GOVERNMENT:

Patricia P. Brister

Patricia P. Brister
Parish President

9-13-16
Date

APPROVED BY:

Kelly M. Rabalais

Kelly M. Rabalais
Executive Counsel to Parish President

9-9-2016
Date



WWW.DDGPC.COM

July 11, 2016

St. Tammany Parish Government
c/o Jeanne Betheze-Director of Grants
21490 Koop Drive
Mandeville, LA 70471

RE: Cultural Arts District- Infrastructure Engineering and Design
Westshore Drive - St. Tammany Parish, LA
DDG Project No. 15-290

Dear Jeanne:

Please allow this letter to serve as our proposal to provide assistance with planning services for the development of a Master Plan for the 50.620 acre Cultural Arts District (CAD) campus located near Westshore Drive in St. Tammany Parish, LA. This Master Plan will then be utilized by DDG to develop the infrastructure package associated with Phase I of the CAD development. DDG will work on an hourly basis for the above referenced project in accordance with the attached "Rate Sheet" with a not to exceed sum of \$66,000.00.

Master Planning Assistance (\$60,000 Hourly)

- o DDG will assist the project architect and team with development of a Master Plan for the entire CAD campus.
- o DDG will attend meeting, participate on calls as needed.
- o DDG will provide input and guidance on development of plan associated with utilities, grading, base flood elevations, storm surge DATA, and access into the district.

Reimbursable Expenses (\$6,000)

- o DDG will prepare exhibits as needed for presentations.
- o DDG will travel to meetings as requested by St. Tammany Parish.

The time spent will be billed on a monthly basis. Should the project near the budget maximum set above, Duplantis Design Group, PC will notify the client of the current billings prior to any further work being performed.

DDG will submit progress invoices for payment monthly to your attention. Receipt of payment by DDG shall be within 30 days of client receiving the invoice. Payment of invoices shall not be contingent upon receipt of necessary funding or payment from a third party.

If this is acceptable, please sign in the space provided below.

Sincerely,
Duplantis Design Group, PC

Thomas H. Buckel, P.E.
THB/cdo
Enclosure

By signing the proposal below, I hereby certify that I am authorized to sign this agreement on behalf of St. Tammany Parish Government and that I have read and familiarized myself with this Agreement and all attachments identified herein.

DUPLANTIS DESIGN GROUP, PC

34 Louis Prima Drive Covington, LA 70434
Phn 985 249 6180 Fax 985 249 6170

THIBODAUX

COVINGTON

HOUSTON

LATON ROUGE

HOUMA

DUPLANTIS DESIGN GROUP, PC
RATE SHEET
 Effective Date 2/27/16

Executive.....	\$155.00 - \$170.00/hour
Principal.....	\$145.00 - \$155.00/hour
Senior Associate.....	\$135.00 - \$145.00/hour
Associate.....	\$130.00 - \$140.00/hour
Business Unit Leader.....	\$130.00 - \$140.00/hour
Senior Project Manager.....	\$120.00 - \$140.00/hour
Senior Design Professional.....	\$120.00 - \$140.00/hour
Project Manager.....	\$100.00 - \$135.00/hour
Assistant Project Manager.....	\$85.00 - \$110.00/hour
Construction Manager.....	\$100.00 - \$130.00/hour
CAD Designer.....	\$85.00 - \$95.00/hour
CAD Technician.....	\$55.00 - \$85.00/hour
Project Representative.....	\$45.00 - \$65.00/hour
Administrative Assistant.....	\$45.00 - \$60.00/hour

Reimbursable Items

Vehicle Travel for Projects.....	\$0.54 per mile
Transportation, Lodging, and Subsistence for out of town travel.....	Cost
Printing Cost	
Bond.....	\$0.25/s.f.
Vellum.....	\$0.65/s.f.
Mylar.....	\$1.90/s.f.
Color Bond.....	\$6.50/s.f.
Color Photo.....	\$11.00/s.f.
Photographs, Telecopier, Shipping, and Materials.....	Cost
Filing/Recording/Permitting Fees.....	Cost
Deposition/Trial Testimony by Principal, P.E., or AIA.....	Rate x 1.5
Subconsultant Services.....	Cost + 10%

***Rates are subject to change. DDG reserves the right to change the rate sheet periodically. If DDG is being compensated based on an hourly agreement, DDG will bill the client based on the new rates established on the modified rate sheet.**

Client's Initials _____

Exhibit A

Attachment B-1 – Design Service Quote Sheet

Civil Engineering Services			
PHASE CODE	COMPONENT FEE		PHASE FEE
1203	Master Planning Assistance (Hourly)		\$ 60,000.00
1200	Site Investigation Report		\$ 3,500.00
1206	Project Scheduling and Status Reports		Not Included
1204	Local Jurisdictional Requirements		\$ 15,000.00
	Coordinate Entitlements	Included	
	Attendance at Project Meetings (up to 5 meetings)	Included	
1212	Preparation of Onsite Plans		\$ 145,000.00
	Cover Sheet	Included	
	Demolition Plans	Included	
	Site Plans	Included	
	Grading Plans	Included	
	Utility Plans	Included	
	Erosion Control Plans	Included	
	Detail Sheets	Included	
	Profile Sheets	Included	
1216	Offsite Improvement Plans		Not Included
	Street/Highway Alignment Plans	Not Included	
	Parish and DOTD Drainage Plans	Not Included	
	Utility Plans	Not Included	
	Driveway Entrance Plans	Not Included	
1214	Preparation of Design Data		\$ 45,000.00
	On-site Drainage Calculations	Included	
	Drainage Detention Study	Included	
	Mitigation Earthwork Analysis	Included	
	Construction Cost Estimate	Included	
	Modification of Standard Specifications	Included	
	SWPPP (Stormwater Pollution Prevention Plan)	Included	
1218	Obtain Permits		\$ 10,000.00
	Stormwater (NPDES or other)	Included	
	DOTD Driveway Permits	Not Included	
	Civil/Site Development Permits	Included	
	Parish/DOTD Drainage Permits	Included	
	State Traffic and Signal Permits	Not Included	
	Local Traffic and Signal Permits	Not Included	
1278	Obtain Wetlands Approval		\$ 7,500.00
	Corps of Engineers Wetlands Approval	Included	
	Local Wetlands Approval	Included	
	Wetlands Mitigation Approval	Included	
1220	Public Bid Process		\$ 15,000.00
1221	Construction Administration		\$ 47,500.00
Civil Engineering (Hourly) Total			\$ 60,000.00
Civil Engineering (Lump Sum) Total			\$ 288,500.00
Civil Engineering (Grand) Total			\$ 348,500.00

*Items indicated as "not included" on exhibit B shall either be provided to DDG by the owner or are not needed for the project. In any instance these items are not included in DDG's scope of services.

Attachment A

Project Details, Assumptions, and Exclusions

Project Details:

The project will consist of planning services to assist with the development of a Master Plan for an approximate 50.62-acre site that will be developed as the Cultural Arts District (CAD). This Master Plan will then be utilized by DDG to develop the infrastructure package associated with Phase I of the CAD development, which is further detailed in Attachment D. The project site is located near Westshore Drive in St. Tammany Parish, LA.

Project Assumptions:

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- DDG will work with the selected architectural firm to develop the Cultural Arts District (CAD) Master Plan to be used in the development of the infrastructure construction documents. These construction documents are required to provide utilities, drainage, access and parking areas for the construction of the Performing Arts Center (PAC), Children's Museum, hotel and associated outparcels. This proposal does not include civil engineering design related to the detail design of the PAC, Children's Museum, hotel, or associated outparcels.
- The property is located within St. Tammany Parish. St. Tammany Parish will be the Authority Having Jurisdiction (AHJ) for site improvements. Fees do not include any offsite improvements to the interchange or Westshore Drive extension to the west property line, including turn lanes, utility relocations, etc., that might be required through the development of the Master Plan. Current Master Plan, prepared by DDG, does not show access to interchange.
- Louisiana Department of Transportation and Development (LA DOTD) will be the AHJ for all driveways and improvements within Pinnacle Parkway and the control of access. DDG's fees assume access will only be provided from a road extension via Westshore Drive. The proposal does not include any off-site improvements, turn lanes, signed modifications, etc. that might be required. Should these be required in the future, DDG can adjust the fees accordingly.
- Stormwater improvements will be designed and constructed according to the St. Tammany Parish design criteria. Stormwater detention is not anticipated; however, water quality ponds and stormwater components such as bio-swailes will be designed by DDG for this project in conjunction with the Landscape Architect.
- DDG will provide plans for the extension of water and sewer of adequate capacity to the site. A water flow study is strongly recommended.
- Wetlands and Historic Preservation areas exist on this site. DDG's design will avoid impacts to the historic preservation areas. This proposal does not include any extensive coordination to mitigate potential impacts to historic sites. This proposal assumes we will design around the existing sites.
- Wetland permitting that may be needed based on the road extension will be handled by a wetland consultant. DDG will assist wetland consultant.
- No public opposition is anticipated for this development.
- DDG will be the lead on site work permits associated with the infrastructure grant including submittals, applications and AHJ correspondence.
- DDG will provide civil construction plans consistent with the development of the CAD Master Plan associated with the Phase I infrastructure grant. This proposal only contemplates development of one set of publicly bid documents associated with the infrastructure grant.
- There are no Low Impact Development (LID) and/or LEED considerations required.
- Preliminary flood plain research found the site is located within the flood plain Zone AE with a base flood elevation of 13.0 feet NAVD 88.
- Hydraulic water quality studies are included.
- DDG will provide a SWPPP for the infrastructure improvements.
- Before civil deliverables can be provided for infrastructure, the architect shall provide civil with architectural plans for utility and building coordination in order to design the infrastructure package.
- Construction Administration (CA) will be performed in accordance with the infrastructure grant.

DDG Exclusions:

- DDG will not provide any sub-consultant services such as surveying, geotechnical, landscaping, water flow test, or wetland consultant.
- Floodplain and floodway studies are not included.
- Retaining wall design and/or structural site design elements associated with the PAC or Amphitheater will not be provided by DDG.
- Permits associated with specific construction activities or trades such as plumbing and electrical permits are excluded from this scope of work.
- This proposal does not include detailed civil engineering design services for the Children's Museum, Performing Arts Center, hotel and associated outparcels.
- Site lighting and photometric design is excluded from this proposal.
- Landscape design is excluded from this proposal
- Full time resident inspection services are excluded from this proposal.
- DDG will not provide document and plan assistance as required for building permits.

Attachment B-2 – Description of Services

- Master Planning Assistance (Hourly)
 - DDG will assist the project architect and team with development of a Master Plan for the entire CAD campus.
 - DDG will attend meeting, participate on calls as needed.
 - DDG will provide input and guidance on development of plan associated with utilities, grading, base flood elevations, storm surge DATA, and access into the district.

- Site Investigation Report (Optional)
 - DDG to assist in completion of the Site Investigation Report (SIR).
 - DDG will contact and obtain Letters of Availability for water, waste water, electric, gas, telephone and stormwater.

- Local Jurisdictional Requirements (Optional)
 - DDG will assist with the subdivision process and coordination with the selected surveyor.
 - DDG will represent the client at up to four (4) public meetings.
 - Representation also includes reasonable exhibit preparation, additional research, and presentation materials.

- Preparation of Onsite Plans (Optional)
 - Cover Sheet – We will provide a cover sheet for the project construction plans, which shows a vicinity map, project title, index of sheets, list of governing agencies, project information, and any pertinent signature blocks.
 - Site Plan - The site plan will be developed from the conceptual site plan provided by the client. The site plan will provide the location of the proposed buildings and parking configurations, dimensional control for the proposed improvements, as well as fencing in various locations.
 - Grading Plan - The grading plan will establish proposed grades within the project and the design of a storm drainage and detention system including a drainage study consistent with the requirements of the Governing Authority.
 - Utility Plan – The utility plan will establish the location and size of the sanitary sewer system, water distribution system, and coordination of gas, telephone, and electric companies for service to the proposed development is also included. Coordination with architect is included in this item.
 - Erosion Control Plans – The Erosion Control Plans will be prepared in compliance with the most recent EPA or State requirements and establish site specific erosion and sedimentation best management practices to ensure the site is in compliance with all EPA and/or State Stormwater control requirements.
 - Detail Sheets – The detail sheets will support the proposed improvements shown on the site, grading, utility, and erosion control plans.
 - The fees for Preparation of Onsite Plans do not include the entitlement of these plans. These fees are solely for the production of the documents.

- Preparation of Design Data (Optional)
 - Onsite Drainage Calculations – DDG will provide a drainage study in report format compliant with the requirements for the appropriate Authorities Having Jurisdiction (AHJ) of this site.
 - Modification of Standard Specs (on separate 8 ½ x 11 sheets to support the construction drawings) – Based on site specific data, DDG will modify the various components of sitework sections of the 2004 MasterSpec for inclusion into the construction documents.
 - SWPPP Stormwater Pollution Prevention Plan - DDG will prepare a detailed, site specific Storm Water Pollution Prevention Plan for the project in accordance with the LDEQ's general permit for construction activities.

- Obtain Permits (Optional)
 - Stormwater (NPDES or State Permit) – Using the SWPPP prepared by DDG, we will issue a completed NOI to the selected contractor for the appropriate approvals from DEQ regarding storm water activities during construction.
 - Civil/Site Development Permit – DDG will provide site plan construction documents for AHJ comment, response, and approval. DDG will coordinate the permit submittal.
 - Parish-DOTD Drainage Permit – DDG will provide required design and construction documents.
 - Wetland Permitting – DDG will assist wetland consultant as needed to obtain necessary wetland permitting.

- Public Bid Process (Optional)
 - Assist with creation of front end documents.
 - Pre-bid meeting
 - Provide Parish with responses to potential bidder's RFI's
 - Evaluation of bid tabs
 - Provide Parish with engineering recommendation of award

- Construction Administration (Optional)
 - DDG will respond to construction submittals and RFI's during construction phase. Resubmittal of RFI's will be handled twice.
 - DDG will make weekly, and as needed, site visits during construction.
 - DDG will provide Construction Administration services for the construction of the CAD infrastructure project.

Exhibit B

Housing and Urban Development (HUD) 24 CFR 85.36

1. Equal Employment Opportunity

The Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. Copeland Anti-Kickback Act

The Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

3. Davis Bacon and Related Acts

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

4. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

5. Rights to Inventions, Copyrights, and Rights in Data

The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data and pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

6. Records Access and Retention

The Contractor agrees to grant access by Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to retain all required records for five (5) years after final payments have been made and/or all other pending matters are closed.

7. Debarment and Suspension

The Contractor is prohibited from awarding any subcontract expected to equal or exceed \$25,000 to persons (individuals or organizations) identified as an excluded entity in the System for Award Management (SAM). Records are available at www.sam.gov.

Exhibit B

8. Energy and Environmental Conservation

The Contractor agrees to 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1998, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this contract.

9. Reporting

The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

10. Clean Air and Water Acts

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). These regulations are herein incorporated by reference in this contract.

11. Legal Remedies

This contract and/or referenced procurement documents include administrative, contractual, and legal remedies for use in cases in which contractors violate or breach contract terms and remedial actions that may be taken.

12. Termination

This contract and/or referenced procurement documents explain the conditions under which the contract may be terminated for cause or for convenience, including the process for bringing about the termination and the basis for settlement.