

CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: 15-004

Be it known, that on this 26 day of February, 2015 the St. Tammany Parish Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and GCR 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 Contractor will be required to provide project management and administration services, title research services, appraisal services, appraisal review services, acquisition services, expropriation services, and project production support services and other right-of-way related services necessary to acquire and clear the right-of-way for construction of various parish-wide projects as follows:

I. PROJECT MANAGEMENT AND ADMINISTRATION SERVICES

The Contractor shall:

- o Comply with all applicable Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA), DOTD and funding source guidelines, laws and regulations;
- o Attend project kick-off meeting and other meetings;
- o Submit a service plan including an appraisal plan and a request for approval of all individuals who are to provide services on this project;
- o Submit resumes of staff not already approved in Contractor's proposal to the Parish for approval;
- o Develop project schedule and provide periodic updates as directed by the Parish;
- o Provide monthly invoices;

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- Develop project schedule and provide periodic updates as directed by the Parish;
- Provide monthly invoices;
- Train and manage sub-consultants;
- Testify on behalf of the Parish in legal proceedings;
- Implement and maintain quality assurance and quality control program and practices to ensure compliance with the Parish's policies;
- Coordinate with Public Information Office and attend public hearings and meetings as required; and
- Any other tasks and activities necessary to complete project management and administration services.

II. TITLE RESEARCH SERVICES

The Contractor shall:

- Consult Tobin Maps, field rolls, preliminary plans, and assessment records to determine current parcel owner(s) for each parcel;
- Research conveyance records and locate and copy deed of acquisition of current owner(s) for each parcel;
- Verify from property description that correct, current ownership deed has been located for each parcel;
- Make note of book, page, and entry/item/document number, document date and date of recordation for each parcel;
- For each parcel make note of the following:
 - Vendee's name(s)
 - Gender
 - Whether ownership is separate or in community
 - Marital status
 - Spouse's name if married
 - Name(s) of former spouse(s)
 - Domiciliary address
 - Mailing address
 - Social Security Number
 - Make note of same information for vendor for each parcel;

- Search records for sell offs, servitudes granted or leases, including mineral leases, affecting rights of ownership for each parcel;
- Search records for and note existing right of way;
- Search conveyance records for all acts involving the present owner(s) and each predecessor in title for a time period covering the lesser of three (3) valid transfers or thirty (30) years;
- Should three (3) transfers not date back eleven (11) years abstractor must search as many valid transfers as necessary to complete an eleven (11) year search for each parcel;
- Make a copy of and include applicable plat(s) or map(s);
- Search tax rolls to verify that taxes have been paid for last three (3) years. All assessment information is to be copied verbatim from assessment rolls;
- Compile title research reports with extracted information beginning with the current owner(s) and then proceeding back the required number of transactions;
- Include in each title research report dated signature of the person who performed the research and prepared the report;
- Submit title research reports in triplicate original;
- Make corrections and provide information as directed by the Parish; and
- Any other tasks and activities necessary to complete title research services.

III. APPRAISAL SERVICES

The Contractor shall:

- Field review the project;
- Identify the appropriate appraisal format (i.e., Form A, Form B, or Form C);
- Verify that title research reports and maps agree in detail;
- Mail a property owner notification letter to each property owner(s);
- Schedule a meeting with and meet on site with property owner(s) for each parcel;
- Document meeting;
- Define the appraisal problem by identifying:
 - Fixtures to be valued
 - Property rights to be acquired
 - Objective of appraisal
 - Definition of value
 - Date of value

- Other limiting conditions for each parcel;
- Develop a preliminary survey and appraisal plan including:
 - Data required
 - Data sources
 - Time constraints for each parcel;
- Collect general economic data including:
 - Market
 - Financial
 - Economic
 - Trend and location data including
 - Regional
 - Community
 - Neighborhood to be analyzed in determining the before value for the subject property;
- Collect specific appraisal property data including:
 - Title
 - Zoning
 - Physical characteristics of the site
 - Improvements data
 - Sales data
 - Listings
 - Costs of Rental data;
- Determine highest and best use for subject property and provide an analysis and justification;
- Determine approaches to value that are relevant to the subject property;
- Appraise the parent tract;
- Value the land in the area of acquisition;
- Value the improvements in the area of acquisition;
- Reconcile the approaches to value on the improved properties;
- Analyze the effect of the acquisition on the remainder;

- Estimate the loss in value to the remainder, if any, resulting from the acquisition of the parcel;
- Identify the cost of any cures that will eliminate or mitigate damages;
- Estimate any additional compensation to which the owner is entitled;
- Compose an appraisal report in the form (i.e., Form A, Form B, or Form C) that corresponds to the land use type of the property being appraised and to the complexity of the appraisal assignment;
- Sign and date the appraisal report;
- Submit the appraisal report to the Parish electronically;
- Compile and submit a master binder, which is to include:
 - Inspected comparable sales
 - Verified comparable sales
 - Photographs of comparable sales;
- Provide revisions and updates to appraisal reports as directed by the Parish;
- Request right of way staking services as required;
- Testify on behalf of the Parish in legal proceedings;
- Make corrections and provide information as directed by the Parish; and
- Any other tasks and activities necessary to complete appraisal services.

IV. APPRAISAL REVIEW SERVICES

The Contractor shall:

- Conduct a Technical Field Review of each of the appraisal reports;
- Form an opinion as to the adequacy and appropriateness of the respective reports;
- Recommend the appraisal report that, in the Review Appraiser's opinion, best and most reasonably supports the final market value presented in the report;
- Recommend the approval of that report as the basis for the establishment of the amount to be offered as compensation;
- Satisfy requirements with respect to the potential acquisition of the referenced property for public use;
- Include a field inspection of the appraised property and the comparables utilized by the appraiser;
- Be familiar with property values in the general area;
- The Review Appraisal does not include a separate value estimate by the Review Appraiser.

- Acceptable Report Shall Include;
 - Review Appraiser must determine that both reports are acceptable with respect to format and market support for the final estimates of value presented therein. Review Appraiser must confirm that both appraisers analyzed current market transactions and made supported adjustments for differences between the comparable sales and the subject property being valued. Reviewer must also confirm that the appraisers, operated independent of each other and arrived at a value range for the identified property. Review Appraiser must confirm that both appraisers provided sufficient support for their conclusions and the appraisers completed Market Value Appraisal Reports with full details of the pertinent legal and physical factors related to the property being appraised. The respective reports include information about the local community, zoning regulations, comparable sales, and other support data;
 - Brief review of the two appraisal reports presented;
 - Neighborhood Data & Reviewer's Comments;
 - Site Data & Reviewer's Comments;
 - Description of Improvements (if applicable);
 - Valuation Section;
 - Cost Approach;
 - Income Approach;
 - Sales Comparison Approach (for vacant land only);
 - Conclusion;
 - Comments, Conditions, and Final Reconciliation;
 - Checklist
 - Signatures
 - Math
 - Dates
 - Photographs
 - Floor/Site Plan
 - Maps
 - Survey
 - Legal Description
 - Limiting Conditions
 - Certification
 - Qualifications
 - All necessary/applicable items are included in the report;

- Final Comment of Reviewer;
- Review Appraiser's value estimate; and
- Recommend Report.

V. ACQUISITION SERVICES

The Contractor shall:

- Send out project notification letter to each owner via U.S. Certified Mail;
- Include in above mailing a copy of the appropriate URA and/or funding source publications;
- Examine the title research report to verify accuracy, completeness, and usability;
- Examine the right of way maps and construction plans to verify accuracy, completeness, and usability;
- Examine the appraisal report(s) and review sheet for accuracy, completeness, and usability;
- Notify supervisor of any discrepancy found in any of the above items;
- Prepare offer packages including:
 - Just compensation offer letter, including summary of compensation
 - Right of way map sheet
 - Construction plan sheet
 - URA and/or appropriate funding source publications
 - Draft copy of deed;
- Set an appointment for the initial contact;
- Meet with property owner(s) residing in state
 - Present offer package and initiate negotiations;
- Mail offer package to out of state owner(s) via U.S. Certified Mail;
- Maintain a log of each contact with each owner;
- Prepare administrative settlement reports;
- Clear encumbrances;
- Prepare and submit to the Parish voucher packages requesting checks to close acquisition transactions;
- Schedule closings and deliver acquisition checks to property owners;

- Request right of way staking services as required;
- Testify on behalf of the Parish in legal proceedings;
- Make corrections and provide information as required by the Parish; and
- Any other tasks and activities necessary to complete acquisition services.

VI. EXPROPRIATION SUPPORT SERVICES

The Contractor shall:

- Prepare suit packages as necessary including:
 - Negotiator's summary report
 - Copy of just compensation letter as certified by agent
 - Copy of the mortgage certificate;
- Continue negotiations as may be required by the Parish;
- Make corrections and provide information as directed by the Parish; and
- Any other tasks and activities necessary to complete expropriation support services.

VII. PROJECT PRODUCTION SUPPORT SERVICES

The Contractor shall:

- Prepare and maintain project master file, parcel files, and audit files;
- Prepare certificate of authority to expropriate;
- Prepare project notification letters;
- Prepare just compensation offer letters with summary of compensation;
- Prepare consultant cover letters;
- Prepare draft of act of sale or servitude agreement;
- Prepare final act of sale or servitude agreement (5 copies);
- Send original copy of act of sale or servitude agreement to the clerk of court for recordation;
- Maintain a daily watch on project funding balance;
- Prepare closing package for Parish signing to include:
 - Triplicate original copies of act of sale or servitude agreement

- Attach half size of applicable right of way map sheet to each copy of act of sale or servitude agreement
 - Copy of Form W-9 for each vendor signing
 - Copy of Corporate Resolution (Inc.) where required for each deed
 - Copy of Articles of Organization (LLC) where required for each deed;
- Prepare suit packages for transmittal to Legal Department;
 - Make corrections and provide information as directed by the Parish; and
 - Any other tasks and activities necessary to complete project production support services.

ADDITIONAL REQUIREMENTS

Contractor shall be cognizant of and comply with all applicable requirements imposed by the URA, DOTD, and the funding source for the individual projects. Such requirements may include, but are not limited to, the following:

1. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970.
2. Uniform Standards of Professional Appraisal Practice.
3. Louisiana Constitution: Article I, Section 4, Article VI, Section 21 and Article VII, Section 14.
4. Louisiana Revised Statutes: Title 9, Title 19, Title 38, Title 48, and Title 70.
5. Louisiana Civil Code.
6. Louisiana Administrative Code: Chapter 70.
7. LADOTD Right of Way Manual.
8. LADOTD Guide to Title Research.
9. Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964.
10. Equal Employment Opportunity Act of 1972.
11. Federal Executive Order 11246 as amended.
12. Rehabilitation Act of 1973.
13. Viet Nam Era Veteran's Readjustment Act of 1973.
14. Title IX of the Education Amendments of 1972.
15. Age Discrimination Act of 1975.
16. Fair Housing Act of 1968.
17. Americans With Disabilities Act of 1990.
18. Federal HUD Handbook 1378; Real Property Acquisitions.
19. All other federal and state laws and regulations which may apply to acquisition of right of way and utility relocation for the projects.

Complete details of this project and responsibilities of the Contractor can be found in RFP 506-05-14-07-4, a copy of which will be on file at the Legal and Procurement Departments. Contractor agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish. Payments will be made as invoiced and approved by the department, not to exceed \$100,000.00 for the year.

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: GCR INC
2021 LAKESHORE DRIVE, SUITE 500
NEW ORLEANS, LA 70122

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 [Handwritten Signature]

Print Name LUCAS LILLY

Signature [Handwritten Signature]

Print Name VICKIE DOEWEY

PROVIDER: GCR Inc.

Signature [Handwritten Signature]

Print Name MONA NOSARI

Title ASSOCIATE VICE PRESIDENT

Date 2-10-15

WITNESSES:

Signature [Handwritten Signature]

Print Name AMY LABORDE

Signature [Handwritten Signature]

Print Name LAURENE OJEDA

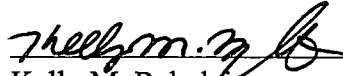
ST. TAMMANY PARISH GOVERNMENT:

Signature [Handwritten Signature]

Patricia P. Brister
Parish President

Date 2-26-15

APPROVED BY:



Kelly M. Rabalais
Executive Counsel to Parish President

2-24-2015
Date