



DESOTO PARISH POLICE JURY

July 15, 2024 at 5:10 PM

Regular Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. PRESENTATION OF ACHIEVEMENTS AND SERVICE AWARDS

E. ANNOUNCEMENTS

1. Notice is hereby given that at its meeting to be held on Monday, August 19, 2024 at 5:00 pm. at its regular meeting place, the Police Jury Meeting Room of the Police Jury Annex, 101 Franklin Street, Mansfield, Louisiana, the Police Jury of the Parish of DeSoto, State of Louisiana, plans to consider adopting a resolution ordering and calling an election to be held in Sales Tax District No. 1 of the Parish of DeSoto, State of Louisiana to authorize the levy of a sales and use tax therein

F. CALL FOR ADDITIONS AND DELETIONS TO THE AGENDA

G. GUEST AND PUBLIC COMMENTS

2. Joshua Salley introduction of Ami Altom as our 4H Agent

H. PRESIDENT'S REPORT

I. COUNSEL'S REPORT

J. ADMINISTRATOR'S REPORT

3. Michael Norton, Parish Administrator, written report

K. LOBBYIST'S REPORT

- [4.](#) Chance McNeely, The Delta Resource Group, written report

L. TREASURER'S FINANCIAL REPORT

- [5.](#) Accept the Financial Statements as of June 30, 2024 and Year to date Budget to actual report

M. APPROVAL OF MINUTES

- [6.](#) Approve June 17, 2024 Regular Meeting, Special Meeting; July 1, 2024 Administrative, Budget and Finance, Solid Waste, Road and Airport Committee Meetings and July 1, 2024 Special Meeting

N. OLD BUSINESS

- [7.](#) Recommends awarding low bid for Weatherization Electrical Labor
8. Accept the request for proposals for debris removal
9. Authorize the Parish Administrator to negotiate and purchase 48.237 acres on the east side of HWY 171 and Parish Road 682, as it reads on the attached appraisal, in the Town of Stonewall from DeSoto Land Holdings, LLC for \$440,000, for the construction of a new compactor site pending the approval from the Town of Stonewall's Planning and Zoning Commission and the Town of Stonewall's Council

O. NEW BUSINESS

- [10.](#) Authorize the President to sign a Resolution moving polling locations from the Carmel Catholic Church to the Living Word Church in Mansfield serving precincts #26 & 26A.

P. RESOLUTIONS

- [11.](#) Recommends authorizing the President to sign a Resolution for BETA Land Services, L. L. C. requesting that the DeSoto Parish Police Jury place for sealed bids with Louisiana Department of Natural Resources, all of the Mineral Rights owned by the DeSoto Parish Police Jury namely streets, alleys and right of ways that the Police Jury owns in Section 15, Township 12 North, Range 13 West, being more specifically described as Irma Street, Oak Avenue, Brown Street, Matlock Street, Gabe Street, Circle Drive, Robert Street, Pine Street, Elmwood Drive, Matilda Street, The Undeveloped Street in Hollywood Addition, All Portions of Gibbs Street, Shallow Horne Street, South Norris Street, East Mary Street, Maplewood Drive and Petite Street located outside the Corporate Limits of the City of Mansfield, and the Alleys located in Brown Park Subdivision, Brown Subdivision and Jefferson Hwy No. Subdivision
- [12.](#) Authorize the President to sign a Resolution approving the holding of an election in Fire Protection District No. 3 of the Parish of DeSoto, State of Louisiana, on Saturday, December 7, 2024, to authorize renewal of a special tax and the renewal of a service charge therein
- [13.](#) Recommends adopting the 2024 Millage Rates

Q. ORDINANCES

R. ADMINISTRATIVE ITEMS

14. Recommends re-appointing Bruce Carrol, David Caston and Dennis Reed to the Ambulance/EMS District Board for a six (6) year term

S. AIRPORT ITEMS

- [15.](#) Recommends authorizing the President to sign the Master Service Agreement (MSA) with KSA as the consulting Engineer for the Airport

T. BUDGET AND FINANCE ITEMS

- [16.](#) Recommends re-appropriate \$680,000 from the Solid Waste Capital Outlay Cell X Construction (\$8 Million Budget) to Solid Waste Capital Outlay Equipment to purchase one (1) 740 Articulated Truck
- [17.](#) Recommends amending the Registrars of Voters salary budget in the amount of \$3437.80 to cover the salary expense for the remainder of 2024 for extra employee granted by House Bill 89/Act 596

U. ROAD ITEMS

18. Recommends authorizing the renaming of Wilson Road aka Nelen Pvt Drive as Nelen Drive
- [19.](#) Recommends authorizing the Parish Administrator to sign a letter of support for I-69 Connector FY 25-26 MPDG Application

V. SOLID WASTE ITEMS

- [20.](#) Recommends updating the Solid Waste Disposal Fees and Environmental Fees at the Mundy Landfill effective January 2025

W. ADJOURN

MEMORANDUM

TO: DeSoto Parish Police Jury
FROM: The Delta Resource Group
RE: July Update
DATE: July 15, 2024

This memo has been prepared to provide an update on legislative and other governmental matters to the DeSoto Parish Police Jury.

HB 2 - Capital Outlay

DeSoto Parish Police Jury: \$8M from the Louisiana Transportation Infrastructure Fund and \$25M in P5 for parish road improvements. This is in addition to the \$1.6M cash obtained last year. DPPJ will execute a cooperative endeavor agreement with the Division of Administration to obtain the funds, which require a 25 percent non-state match. Verbal confirmation has been provided by the state that a CEA can be executed without full funding and/or without a non-cash line of credit on the full P5 amount. Emails and conversations are active on this between DPPJ and the state.

Town of Logansport: \$150k in Priority 1 and \$1.15M in Priority 5 for recreational improvements.

Town of Mansfield: \$4.2M in Priority 5 for wastewater collection improvements; \$720K in Priority 5 for Water storage improvements at the South Mansfield Booster Station.

HB 782 - Supplemental Appropriations

Town of Stonewall - \$90K in cash for road improvements.

Town of Mansfield - \$35K in cash for road improvements.

Village of Stanley - \$25k for community center improvements.

Other Bills

- Failed to pass: SB 417 by Senator Pressly - This legislation was brought on behalf of the DPPJ. It could create a subfund within the Parish Transportation Fund in which 5 percent of all oil & gas severance tax revenue would be deposited and then distributed, on a pro-basis, to parishes limited by the constitution from obtaining their full twenty percent.
- Enacted into law: SB 108 by Senator Seabaugh - this legislation related to expropriation.

- Enacted into law: HB 89 by Rep. Larry Bagley - Provides relative to the number of employees in the registrar of voters office in certain parishes.

The background of the page features a large, faint, circular seal of Desoto Parish. The seal contains the text "DESOTO PARISH" at the top and "POLICE JURY" at the bottom, separated by two fleur-de-lis symbols. In the center of the seal is an illustration of a landscape with a tall oil derrick on the left, a cluster of trees in the middle, and a bridge or industrial structure on the right. The year "1843" is inscribed at the bottom of the seal.

JUNE 30, 2024

**FINANCIAL
REPORTS**

Period Ending: June 30, 2024

Presented: July 15, 2024

Revenues, Expenditures, Transfers and Obligations for Period Ending June 30, 2024

Fund	Budgeted Reserves & Transfers In	Actual Revenues	Actual Expenditures	Transfers to Other Funds	Obligations (Contracts & O/S POs)	Year-to-Date Excess (Deficiency)	4-month Expense Contingency Reserves	Beginning Fund Balance	Operating Fund Balance
General	736	6,225,431	(3,634,461)	(715,000)	(17,795)	1,858,911	(5,451,691)	17,840,758	12,389,067
Road		10,082,008	(6,668,601)	-	(662,103)	2,751,305	(10,002,901)	16,298,592	6,295,691
Witness & Juror		69,738	(17,726)		-	52,012	-	971,365	971,365
Jail	-	705,571	(322,099)			383,472	(483,149)	3,357,697	2,874,548
Correctional Facility Const. Fund					-	-		2,945,434	2,945,434
Solid Waste		9,963,887	(4,762,203)		(5,679,776)	(478,092)	(7,143,304)	19,493,115	12,349,811
Criminal Court		344,906	(241,581)	-	-	103,326	-	143,196	143,196
Office of Community Services	120,000	522,649	(729,589)	-	-	(86,940)	-	77,485	77,485
Airport		268,018	(369,452)	-	(7,253)	(108,687)	(554,177)	4,168,761	3,614,584
American Rescue Plan	737	1	(737)			(735)	-	-	-
Rental Assistance	-	538,415	(510,170)	-	-	28,245	-	56,125	56,125
Eastside		-	(24,840)	-	-	(24,840)	-		
Animal Services & Mosquito Control	595,000	117,677	(400,567)	-	-	312,110	-	324,141	324,141
Sinking Fund		25,374	-			25,374	-	2,488,824	2,488,824
Totals:	716,473	28,863,676	(17,682,024)	(715,000)	(6,366,928)	4,815,461	(23,635,222)	68,165,493	44,530,270

Sales Tax Transfers	Sales Tax Collections	Transfers to Road, Solid Waste, Jail, & DeSoto Parish Library
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Sales Tax* (Transfer Account) 6,857,078 6,857,078

DeSoto Parish Police Jury
GENERAL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Taxes:				
Ad valorem taxes	4,076,607.24	4,161,862.00	85,254.76	97.95 %
Severance	729,123.26	750,000.00	20,876.74	97.22 %
Tourism	6,167.83	-	(6,167.83)	- %
Licenses and Permits	324,681.92	302,100.00	(22,581.92)	107.47 %
Intergovernmental Revenue:				
Federal Grants	47,766.82	120,000.00	72,233.18	39.81 %
State Funds:				
Salary Reimbursement JP/Constables	7,240.00	17,280.00	10,040.00	41.90 %
State Grant (Louisiana)	8,432.58	189,866.00	181,433.42	4.44 %
State Revenue Sharing	20,918.00	30,300.00	9,382.00	69.04 %
State Video Poker Revenue	107,714.72	230,000.00	122,285.28	46.83 %
State Sports Wagering Revenue	3,166.22	40,000.00	36,833.78	7.92 %
La 2% Fire Insurance Rebate Fund	-	173,907.00	173,907.00	- %
Fees & Charges for Services	93,789.77	201,000.00	107,210.23	46.66 %
Investment earnings	199,628.75	247,500.00	47,871.25	80.66 %
Gain/Loss on Sale of Investments	32,032.71	140,000.00	107,967.29	22.88 %
Other Revenues (Royalties)	518,161.49	2,297,273.00	1,779,111.51	22.56 %
Transfers In	736.52	-	(736.52)	- %
Sale of Assets	50,000.00	-	(50,000.00)	- %
Total Revenues	6,226,167.83	8,901,088.00	2,674,920.17	69.95 %
EXPENDITURES				
Current:				
Salaries Police Jurors	108,000.00	216,000.00	108,000.00	50.00 %
Social Security	7,679.92	16,524.00	8,844.08	46.48 %
Retirement	30.97	1,440.00	1,409.03	2.15 %
Group Insurance	44,359.35	113,588.00	69,228.65	39.05 %
Group Insurance - Retirees	1,420.20	-	(1,420.20)	- %
Mileage Reimbursement	2,133.94	6,400.00	4,266.06	33.34 %
Official Publications	3,186.19	6,800.00	3,613.81	46.86 %
Dues-PJ Association, CDC, Etc.	23,228.00	26,000.00	2,772.00	89.34 %
Investment Fees-US Bank	7,102.92	14,000.00	6,897.08	50.74 %
Telephone	1,783.06	2,600.00	816.94	68.58 %
Technology Expense/Copier, Lease, Etc.	158.68	1,000.00	841.32	15.87 %
Materials & Supplies	284.30	500.00	215.70	56.86 %
Small Equipment Purchases	1,186.34	500.00	(686.34)	237.27 %
Travel & Convention	10,300.57	20,000.00	9,699.43	51.50 %
Total Legislative	210,854.44	425,352.00	214,497.56	49.57 %
Salaries Court	73,203.30	145,339.00	72,135.70	50.37 %
Salaries District Attorney and Assistants	40,595.19	81,175.00	40,579.81	50.01 %
Salaries DA Secretary & Assistants	217,433.41	405,287.00	187,853.59	53.65 %
Salaries Coroners	53,239.36	114,000.00	60,760.64	46.70 %

DeSoto Parish Police Jury
GENERAL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Salaries JPs & Constables	51,191.02	103,600.00	52,408.98	49.41 %
Social Security-Court	5,330.69	11,118.00	5,787.31	47.95 %
Social Security- DA Staff	16,113.76	31,000.00	14,886.24	51.98 %
Social Security Coroner	3,928.28	8,721.00	4,792.72	45.04 %
Social Security JPs & Constables	3,916.11	7,925.00	4,008.89	49.41 %
Retirement Court	5,490.24	10,900.00	5,409.76	50.37 %
Retirement - DA's Office	20,742.21	40,000.00	19,257.79	51.86 %
Group Insurance Court	15,406.16	31,350.00	15,943.84	49.14 %
Group Insurance-DA's Office	107,579.93	203,700.00	96,120.07	52.81 %
Unemployment Expense	-	500.00	500.00	- %
Out of Parish Court Etc.	700.00	1,300.00	600.00	53.85 %
Professional Fees Court	2,800.00	14,000.00	11,200.00	20.00 %
Professional Fees-DA	-	3,500.00	3,500.00	- %
Professional Services Coroner	11,700.00	47,000.00	35,300.00	24.89 %
Utilities DA	6,930.69	21,000.00	14,069.31	33.00 %
Telephone Court	3,558.48	8,500.00	4,941.52	41.86 %
Telephone DA	2,424.36	7,000.00	4,575.64	34.63 %
Telephone Coroner	4,511.01	10,500.00	5,988.99	42.96 %
Fleet Lease Expense	2,691.69	9,500.00	6,808.31	28.33 %
Maintenance of Property & Equipment	-	200.00	200.00	- %
Maint of Prop & Equip-Coroner	119.95	500.00	380.05	23.99 %
Insurance, Work Comp & Surety Bonds	475.10	1,200.00	724.90	39.59 %
Technology Expense/Copier Lease-Court	17,422.43	70,000.00	52,577.57	24.89 %
Technology Expense/Copier Lease, Etc. - DA	18,135.86	52,000.00	33,864.14	34.88 %
Technology Expense/Copier Lease, Etc. - Coroner	1,028.23	2,000.00	971.77	51.41 %
Fuel Expense-Coroner	2,606.38	5,300.00	2,693.62	49.18 %
Office Expense Court	19,222.67	18,000.00	(1,222.67)	106.79 %
Office Expense DA	16,370.08	30,000.00	13,629.92	54.57 %
Office Expense Coroner	1,002.00	2,000.00	998.00	50.10 %
Materials & Supplies CORONER	-	5,500.00	5,500.00	- %
Small Equipment Purchases - Court	10,913.07	8,000.00	(2,913.07)	136.41 %
Small Equipment Purchases - DA	2,364.19	5,000.00	2,635.81	47.28 %
Small Equipment Purchases-Coroner	-	3,000.00	3,000.00	- %
Travel DA	195.90	4,000.00	3,804.10	4.90 %
Travel Coroner	41.53	5,000.00	4,958.47	0.83 %
Travel JOP	-	3,000.00	3,000.00	- %
Courthouse Security	101,054.54	180,000.00	78,945.46	56.14 %
Total Judicial	840,437.82	1,711,615.00	871,177.18	49.10 %
Salaries Registrar of Voters	21,832.68	43,664.00	21,831.32	50.00 %
Social Security Registrar of Voters	730.43	1,460.00	729.57	50.03 %
Retirement Registrar of Voters	2,211.24	4,366.00	2,154.76	50.65 %
Insurance-Registrar of Voters	969.20	2,920.00	1,950.80	33.19 %
Dues Reg of Voters	1,225.00	650.00	(575.00)	188.46 %

DeSoto Parish Police Jury
GENERAL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Election Expense	13,060.54	50,000.00	36,939.46	26.12 %
Telephone Reg of Voters	2,060.66	5,300.00	3,239.34	38.88 %
Insurance - Workers Comp.	9.30	20.00	10.70	46.50 %
Office Expense Reg of Voters	11,914.80	16,500.00	4,585.20	72.21 %
Small Equipment Purchase	511.71	3,000.00	2,488.29	17.06 %
Travel & Convention Reg of Voters	7,242.04	7,000.00	(242.04)	103.46 %
Total Elections	<u>61,767.60</u>	<u>134,880.00</u>	<u>- 73,112.40</u>	<u>45.79 %</u>
Salaries Finance & Administrative	671,757.09	1,302,344.00	630,586.91	51.58 %
Overtime	7,808.40	10,500.00	2,691.60	74.37 %
Social Security Finance & Admin	49,772.79	100,432.00	50,659.21	49.56 %
Retirement Finance & Administrative	50,722.02	98,463.00	47,740.98	51.51 %
Group Insurance	109,977.85	256,934.00	146,956.15	42.80 %
Group Insurance - Retirees	9,162.74	13,000.00	3,837.26	70.48 %
Legend	19,732.17	36,844.00	17,111.83	53.56 %
State Pension Plan	173,525.52	136,780.00	(36,745.52)	126.86 %
Unemployment Expense	-	500.00	500.00	- %
Professional Fees	60,914.04	350,000.00	289,085.96	17.40 %
Computer System Operations	-	10,000.00	10,000.00	- %
Dues, Subscriptions & Advertisement	1,230.00	9,800.00	8,570.00	12.55 %
Telephone	8,365.36	13,500.00	5,134.64	61.97 %
Fleet Lease Expense	9,951.76	27,000.00	17,048.24	36.86 %
Maintenance of Property & Equipment	788.83	2,500.00	1,711.17	31.55 %
Insurance, Work. Comp & Surety Bond	3,262.77	5,000.00	1,737.23	65.26 %
Technology Expense/Copier, Lease, Etc.	42,839.90	80,000.00	37,160.10	53.55 %
Medical-Physicals	202.90	500.00	297.10	40.58 %
Office Expense	30,771.67	30,000.00	(771.67)	102.57 %
Misc. Bank/Credit Card Fees	605.26	500.00	(105.26)	121.05 %
Small Equipment Purchases	27,112.82	30,000.00	2,887.18	90.38 %
Travel & Convention Expense	14,308.55	16,000.00	1,691.45	89.43 %
Video Poker-City of Mansfield	9,927.84	20,000.00	10,072.16	49.64 %
Adjudicated Property Expenses	-	5,800.00	5,800.00	- %
Bad Debt Expense-Ad Valorem	-	2,000.00	2,000.00	- %
Total Finance and Government	<u>1,302,740.28</u>	<u>2,558,397.00</u>	<u>1,255,656.72</u>	<u>50.92 %</u>
Salaries Maintenance	149,940.56	298,351.00	148,410.44	50.26 %
Overtime	7,441.80	10,000.00	2,558.20	74.42 %
Social Security Maintenance	11,407.34	23,589.00	12,181.66	48.36 %
Retirement Maintenance	11,665.33	23,126.00	11,460.67	50.44 %
Group Insurance Maintenance	35,366.91	78,656.00	43,289.09	44.96 %
Legend	4,191.28	7,500.00	3,308.72	55.88 %
Professional Fees-General	158.70	10,000.00	9,841.30	1.59 %
Utilities Courthouse	54,486.60	150,000.00	95,513.40	36.32 %
Telephone-Maint	1,958.71	4,500.00	2,541.29	43.53 %
Fleet Lease Expense	10,953.50	31,000.00	20,046.50	35.33 %
Maintenance of Property & Equipment	2,060.00	6,500.00	4,440.00	31.69 %
Insurance, Work Comp & Surety Bonds	182,192.91	165,000.00	(17,192.91)	110.42 %

DeSoto Parish Police Jury
GENERAL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Technology Expense/Copier, Lease, Etc.	5,349.60	7,000.00	1,650.40	76.42 %
Building Maintenance	177,938.55	270,000.00	92,061.45	65.90 %
Fuel Expense	3,888.98	15,000.00	11,111.02	25.93 %
Office Expense	1,830.69	5,500.00	3,669.31	33.29 %
Small Equipment Purchases	-	5,000.00	5,000.00	- %
Travel & Convention Expense	913.01	3,000.00	2,086.99	30.43 %
Other Charges (Inmate Crew)	19,646.59	80,000.00	60,353.41	24.56 %
Total Other General Government	681,391.06	1,193,722.00	512,330.94	57.08 %
DPS - Office of Motor Vehicles	6,458.78	14,000.00	7,541.22	46.13 %
Fire Protection-Insurance Rebate	-	173,907.00	173,907.00	- %
Total Public Safety	6,458.78	187,907.00	181,448.22	3.44 %
Salaries-Park Attendants	16,032.48	29,900.00	13,867.52	53.62 %
Social Security-Park Attendants	1,226.50	2,287.00	1,060.50	53.63 %
Insurance-Worker's Compensation, Etc.	271.26	700.00	428.74	38.75 %
Alumni Park Expenses	15,078.87	14,000.00	(1,078.87)	107.71 %
Sports Complex Expenses	14,449.45	32,000.00	17,550.55	45.15 %
Garrett Park Expenses	1,825.62	10,000.00	8,174.38	18.26 %
Total Culture and Recreation	48,884.18	88,887.00	40,002.82	55.00 %
Grants-COA & Section 8	67,257.82	120,000.00	52,742.18	56.05 %
Veterans Service Office	3,810.00	7,000.00	3,190.00	54.43 %
Health Unit Allocation	9,158.06	35,000.00	25,841.94	26.17 %
Special Programs	8,424.33	60,000.00	51,575.67	14.04 %
Holly Community Service Center	5,866.22	7,500.00	1,633.78	78.22 %
Keatchie-Longstreet Service Center	762.89	7,000.00	6,237.11	10.90 %
South DeSoto Activities Corporation	311.15	2,000.00	1,688.85	15.56 %
Stonewall Service Center	211.76	500.00	288.24	42.35 %
Total Health & Welfare	95,802.23	239,000.00	143,197.77	40.08 %
Professional Fees Industrial Park	343.35	12,000.00	11,656.65	2.86 %
Utilities-Ext. Service & Ind Park	18,233.29	45,000.00	26,766.71	40.52 %
Telephone-Extension Service	4,618.60	2,400.00	(2,218.60)	192.44 %
Maintenance-Industrial Park	3,350.00	6,000.00	2,650.00	55.83 %
Insurance	7,318.00	7,500.00	182.00	97.57 %
Technology Expense/Copier, Lease, Etc.	1,587.49	4,500.00	2,912.51	35.28 %
Maintenance of Buildings and Grounds - 4H Dave Means	8,000.92	50,000.00	41,999.08	16.00 %
Office Expense Agricultural	42.65	1,500.00	1,457.35	2.84 %
Grants-Non Governmental	146,300.00	154,800.00	8,500.00	94.51 %
Grants-Governmental	-	139,866.00	139,866.00	- %
Salary-Ag Agent & Asst	17,250.00	34,500.00	17,250.00	50.00 %
Total Community Development	207,044.30	458,066.00	251,021.70	45.20 %
Capital Outlay	179,080.01	1,382,000.00	1,202,919.99	12.96 %
Total Capital Outlays	179,080.01	1,382,000.00	1,202,919.99	12.96 %
Transfers Out	715,000.00	3,745,000.00	3,030,000.00	19.09 %
Total Transfers Out	715,000.00	3,745,000.00	3,030,000.00	19.09 %

DeSoto Parish Police Jury
GENERAL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Total expenditures	4,349,460.70	12,124,826.00	7,775,365.30	35.87 %
Net change in fund balances	1,876,707.13			
Fund balances--beginning	15,981,846.19			
Fund balances--ending	17,858,553.32			

DeSoto Parish Police Jury
ROAD FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Taxes:				
Ad valorem taxes	5,441,462.55	5,555,261.00	113,798.45	97.95 %
Severance	729,123.25	720,000.00	(9,123.25)	101.27 %
Sales	3,375,077.53	8,370,000.00	4,994,922.47	40.32 %
Licenses and Permits	71,210.00	240,000.00	168,790.00	29.67 %
Intergovernmental Revenue:				
Federal Grants	-	2,000,000.00	2,000,000.00	- %
State Funds:				
Parish Road Fund	115,392.80	400,000.00	284,607.20	28.85 %
State Grant (Louisiana)	-	2,000,000.00	2,000,000.00	- %
State Revenue Sharing	20,919.00	36,000.00	15,081.00	58.11 %
Investment earnings	126,796.78	178,000.00	51,203.22	71.23 %
Fines	56,430.00	160,000.00	103,570.00	35.27 %
Road Damages, Miscellaneous	145,596.50	300,000.00	154,403.50	48.53 %
Transfers In	-	1,000,000.00	1,000,000.00	- %
Total Revenues	10,082,008.41	20,959,261.00	10,877,252.59	48.10 %
EXPENDITURES				
Current:				
Salaries Road	1,463,650.07	2,942,030.00	1,478,379.93	49.75 %
Overtime	129,608.77	180,000.00	50,391.23	72.00 %
Social Security Roads	115,827.85	238,835.00	123,007.15	48.50 %
Retirement Roads	116,167.93	234,152.00	117,984.07	49.61 %
Group Insurance Roads	356,360.02	763,656.00	407,295.98	46.66 %
Group Insurance - Retirees	24,550.16	45,000.00	20,449.84	54.56 %
Legend	39,471.76	65,000.00	25,528.24	60.73 %
State Pension Plans	231,622.18	182,575.00	(49,047.18)	126.86 %
Unemployment Expense	-	1,000.00	1,000.00	- %
Contract Labor	632,183.05	1,063,000.00	430,816.95	59.47 %
Professional Engineering Fees	63,116.19	125,000.00	61,883.81	50.49 %
Professional Fees (Audit/Soil Testing/Attorneys)	48.00	20,000.00	19,952.00	0.24 %
Dues	-	27,000.00	27,000.00	- %
Utilities	12,416.67	40,000.00	27,583.33	31.04 %
Telephone	5,096.37	15,000.00	9,903.63	33.98 %
Rental-Wrecker & Equipment	1,138.50	15,000.00	13,861.50	7.59 %
Fleet Lease Expense	75,364.74	220,000.00	144,635.26	34.26 %
Maintenance of Property & Equipment	367,154.58	634,000.00	266,845.42	57.91 %
Insurance-Fleet & Workman's Comp	356,633.54	325,000.00	(31,633.54)	109.73 %
Technology Expense/Copier, Lease, etc.	20,011.23	50,000.00	29,988.77	40.02 %
Uniforms	1,320.42	26,000.00	24,679.58	5.08 %
Maintenance of Buildings & Grounds	16,712.38	50,000.00	33,287.62	33.42 %
Medical - Physicals & Drug Testing	1,040.00	6,000.00	4,960.00	17.33 %
Gas & Oil	213	600,000.00	386,176.63	35.64 %

DeSoto Parish Police Jury
ROAD FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Office Expense	6,364.29	10,000.00	3,635.71	63.64 %
Misc. Fees, Penalties, Etc.	-	500.00	500.00	- %
Materials & Supplies	32,170.75	45,000.00	12,829.25	71.49 %
Small Equipment Purchase	16,344.00	15,000.00	(1,344.00)	108.96 %
Office Equipment	-	3,000.00	3,000.00	- %
Travel & Convention	6,030.94	6,000.00	(30.94)	100.52 %
Road and Bridge Materials	1,140,263.22	3,200,000.00	2,059,736.78	35.63 %
Handicap Driveways	-	32,000.00	32,000.00	- %
Other Charges-Signs, ROW, DPSO, etc.	70,526.65	150,000.00	79,473.35	47.02 %
Total Public Works	<u>5,515,017.63</u>	<u>11,329,748.00</u>	<u>5,814,730.37</u>	<u>48.68 %</u>
Capital Outlay	1,131,622.03	13,517,000.00	12,385,377.97	8.37 %
Capital Outlay-PTF	21,961.00	690,000.00	668,039.00	3.18 %
Total Capital Outlays	<u>1,153,583.03</u>	<u>14,207,000.00</u>	<u>13,053,416.97</u>	<u>8.12 %</u>
Total expenditures	6,668,600.66	25,536,748.00	18,868,147.34	26.11 %
Net change in fund balances	3,413,407.75			
Fund balances--beginning	13,547,287.07			
Fund balances--ending	16,960,694.82			

DeSoto Parish Police Jury
SALES TAX FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Taxes:				
Sales	106,923.24	260,000.00	153,076.76	41.12 %
Investment earnings	4,986.53	10,000.00	5,013.47	49.87 %
Total Revenues	<u>111,909.77</u>	<u>270,000.00</u>	<u>158,090.23</u>	<u>41.45 %</u>
EXPENDITURES				
Current:				
Sales Tax Administration Fee	50,000.00	100,000.00	50,000.00	50.00 %
Sales Tax Commission Fee	61,909.77	170,000.00	108,090.23	36.42 %
Total Administrative	<u>111,909.77</u>	<u>270,000.00</u>	<u>158,090.23</u>	<u>41.45 %</u>
Total expenditures	111,909.77	270,000.00	158,090.23	41.45 %

**DeSoto Parish Police Jury
WITNESS & JUROR FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024**

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Fines & Forfeitures	62,371.50	120,000.00	57,628.50	51.98 %
Investment earnings	7,366.19	10,000.00	2,633.81	73.66 %
Total Revenues	<u>69,737.69</u>	<u>130,000.00</u>	<u>60,262.31</u>	<u>53.64 %</u>
EXPENDITURES				
Current:				
Judicial Administrator Reimbursement	-	44,000.00	44,000.00	- %
Official Fees	-	200.00	200.00	- %
Off Duty Officers Witness Fees	1,020.00	1,500.00	480.00	68.00 %
Jurors & Witnesses Payments	9,951.05	22,000.00	12,048.95	45.23 %
Jurors & Witnesses Expenses	6,755.00	35,000.00	28,245.00	19.30 %
Total Judicial	<u>17,726.05</u>	<u>102,700.00</u>	<u>84,973.95</u>	<u>17.26 %</u>
Total expenditures	17,726.05	102,700.00	84,973.95	17.26 %
Net change in fund balances	52,011.64			
Fund balances--beginning	919,353.57			
Fund balances--ending	971,365.21			

DeSoto Parish Police Jury
JAIL FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Taxes:				
Sales	675,015.51	1,674,000.00	998,984.49	40.32 %
Investment earnings	30,555.40	40,000.00	9,444.60	76.39 %
Total Revenues	705,570.91	1,714,000.00	1,008,429.09	41.17 %
EXPENDITURES				
Current:				
Professional Fees	2,025.00	1,500.00	(525.00)	135.00 %
Professional Fee-Jail Physician	-	25,000.00	25,000.00	- %
Professional Fees - Medical Expenses	36,836.83	65,000.00	28,163.17	56.67 %
Utilities-Jail	69,154.62	175,000.00	105,845.38	39.52 %
Insurance-General	45,822.20	79,000.00	33,177.80	58.00 %
Technology Expense/Copier, Lease, Etc.	278.13	300.00	21.87	92.71 %
Maintenance-Jail	80,818.37	170,000.00	89,181.63	47.54 %
Clothing & Supplies	20,171.12	52,500.00	32,328.88	38.42 %
Medicine (Drugs)	4,552.98	25,000.00	20,447.02	18.21 %
Small Equipment Purchases	-	10,000.00	10,000.00	- %
Feeding Prisoners	44,248.00	125,000.00	80,752.00	35.40 %
Transportation of Prisoners	4,860.03	12,000.00	7,139.97	40.50 %
Sheriff-Court Attendance	3,332.00	12,000.00	8,668.00	27.77 %
Total Public Safety	312,099.28	752,300.00	440,200.72	41.49 %
Capital Outlay	10,000.00	260,000.00	250,000.00	3.85 %
Total Capital Outlays	10,000.00	260,000.00	250,000.00	3.85 %
Transfer Out	-	1,000,000.00	1,000,000.00	- %
Total Transfers Out	-	1,000,000.00	1,000,000.00	- %
Total expenditures	322,099.28	2,012,300.00	1,690,200.72	16.01 %
Net change in fund balances	383,471.63			
Fund balances--beginning	2,974,225.22			
Fund balances--ending	3,357,696.85			

DeSoto Parish Police Jury
CORRECTIONAL FACILITY CONSTRUCTION FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Transfer In	-	1,000,000.00	1,000,000.00	%
Total Revenues		1,000,000.00	1,000,000.00	- %

EXPENDITURES

Current:

Fund balances--beginning 2,945,434.02

Fund balances--ending 2,945,434.02

DeSoto Parish Police Jury
SOLID WASTE FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Taxes:				
Ad valorem taxes	4,678,221.08	4,776,058.00	97,836.92	97.95 %
Sales	1,012,523.26	2,511,000.00	1,498,476.74	40.32 %
Licenses and Permits	3,145.00	4,000.00	855.00	78.63 %
Intergovernmental Revenue:				
State Funds:				
Fees & Charges for Services	4,110,046.29	8,261,000.00	4,150,953.71	49.75 %
Investment earnings	150,366.06	180,000.00	29,633.94	83.54 %
Contributions	3,343.28	1,000.00	(2,343.28)	334.33 %
Miscellaneous Revenues	6,241.93	142,500.00	136,258.07	4.38 %
Total Revenues	9,963,886.90	15,875,558.00	5,911,671.10	62.76 %
EXPENDITURES				
Current:				
Salaries Mundy Landfill	403,315.61	839,863.00	436,547.39	48.02 %
Overtime- Landfill	59,966.48	120,000.00	60,033.52	49.97 %
Salaries Compactor Operators	424.70	-	(424.70)	- %
Temp Agency Expense	1,807.96	-	(1,807.96)	- %
Social Security Solid Waste	38,097.70	73,430.00	35,332.30	51.88 %
Retirement Solid Waste	36,714.51	71,990.00	35,275.49	51.00 %
Group Insurance Solid Waste	117,113.81	228,112.00	110,998.19	51.34 %
Group Insurance-Retiree	7,003.94	7,000.00	(3.94)	100.06 %
Legend	12,945.86	25,000.00	12,054.14	51.78 %
State Pension Plans	199,133.91	156,966.00	(42,167.91)	126.86 %
Unemployment Expense	-	1,500.00	1,500.00	- %
Contract Labor	-	40,000.00	40,000.00	- %
Contract Labor - Water Treatment Services	607,958.71	600,000.00	(7,958.71)	101.33 %
Official Fees	121,283.49	158,000.00	36,716.51	76.76 %
Professional Fees	158,848.18	700,000.00	541,151.82	22.69 %
Landfill Marketing Fees	76,996.87	360,000.00	283,003.13	21.39 %
Dues, Subscriptions, & Advertisement	123.55	5,000.00	4,876.45	2.47 %
Utilities	31,123.22	48,000.00	16,876.78	64.84 %
Telephone	3,323.83	5,500.00	2,176.17	60.43 %
Rental-Equipment	538,300.54	1,100,000.00	561,699.46	48.94 %
Fleet Lease Expense	13,574.68	48,000.00	34,425.32	28.28 %
Maintenance-Equipment	337,776.91	600,000.00	262,223.09	56.30 %
Insurance-Fleet & Workman's Comp	193,783.76	185,000.00	(8,783.76)	104.75 %
Technology Expense/Copier Lease, etc.	14,879.08	54,000.00	39,120.92	27.55 %
Uniforms	2,964.79	12,000.00	9,035.21	24.71 %
Maintenance-Buildings & Grounds	76,802.12	350,000.00	273,197.88	21.94 %
Medical -Physicals	792.00	2,000.00	1,208.00	39.60 %
Material, Supplies, Gas & Oil	153	345,000.00	191,353.56	44.54 %

DeSoto Parish Police Jury
SOLID WASTE FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Office Expense	5,129.39	15,000.00	9,870.61	34.20 %
Misc. Fees, Penalties, Etc.	-	500.00	500.00	- %
Food, Clothing & Supplies	19,081.15	40,000.00	20,918.85	47.70 %
Small Equipment Purchases	4,230.96	20,000.00	15,769.04	21.15 %
Office Equipment	-	5,000.00	5,000.00	- %
Travel & Convention	5,865.60	10,000.00	4,134.40	58.66 %
Other Costs-Recycling, Signs	5,528.44	6,500.00	971.56	85.05 %
Keep DeSoto Beautiful	47,202.78	70,000.00	22,797.22	67.43 %
DPSO Crew	20,462.47	208,000.00	187,537.53	9.84 %
Total Sanitation	3,316,203.44	6,511,361.00	3,195,157.56	50.93 %
Salaries	566,023.85	1,079,098.00	513,074.15	52.45 %
Overtime Compactor Operations	17,025.02	37,000.00	19,974.98	46.01 %
Social Security Compactor Sites	39,292.10	85,381.00	46,088.90	46.02 %
Retirement Compactor Sites	12,565.48	24,236.00	11,670.52	51.85 %
Group Insurance Compactor Sites	27,807.19	60,544.00	32,736.81	45.93 %
Legend	3,510.89	6,000.00	2,489.11	58.51 %
Utilities	18,200.48	43,000.00	24,799.52	42.33 %
Telephone	9,082.35	22,000.00	12,917.65	41.28 %
Rental-Equipment	12,715.00	32,000.00	19,285.00	39.73 %
Fleet Lease Expense	3,437.84	9,400.00	5,962.16	36.57 %
Rental - Land & Buildings	18,125.06	33,000.00	14,874.94	54.92 %
Maintenance- Equipment	110,830.47	200,000.00	89,169.53	55.42 %
Insurance - Fleet & Workman's Co	7,310.10	18,000.00	10,689.90	40.61 %
Technology Expense/Copier, Lease, etc.	4,111.88	3,500.00	(611.88)	117.48 %
Uniforms	665.81	4,500.00	3,834.19	14.80 %
Maintenance-Building & Grounds	6,035.70	20,000.00	13,964.30	30.18 %
Medical - Physicals	-	2,000.00	2,000.00	- %
Material, Supplies, Gas & Oil	47,062.82	200,000.00	152,937.18	23.53 %
Smal Equipment Purchases	899.98	6,000.00	5,100.02	15.00 %
Compactor Site Travel	2,213.10	4,000.00	1,786.90	55.33 %
DPSO Crew	20,462.48	61,500.00	41,037.52	33.27 %
Total Sanitation (Compactor Sites)	927,377.60	1,951,159.00	1,023,781.40	47.53 %
Capital Outlay	518,621.66	12,976,000.00	12,457,378.34	4.00 %
Total Capital Outlays	518,621.66	12,976,000.00	12,457,378.34	4.00 %
Transfers Out	-	1,000,000.00	1,000,000.00	- %
Total Transfers Out	-	1,000,000.00	1,000,000.00	- %
Total expenditures	4,762,202.70	22,438,520.00	17,676,317.30	21.22 %
Net change in fund balances	5,201,684.20			
Fund balances--beginning	19,971,206.90			
Fund balances--ending	25,172,891.10			

**DeSoto Parish Police Jury
CRIMINAL COURT FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024**

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Fines & Forfeitures	341,125.03	584,000.00	242,874.97	58.41 %
Investment earnings	3,781.45	10,000.00	6,218.55	37.81 %
Transfers In	-	30,000.00	30,000.00	- %
Total Revenues	<u>344,906.48</u>	<u>624,000.00</u>	<u>279,093.52</u>	<u>55.27 %</u>
EXPENDITURES				
Current:				
Salaries Court	83,426.03	160,445.00	77,018.97	52.00 %
Juvenile Probation Officer/Judicial Administrator	12,360.00	71,474.00	59,114.00	17.29 %
Social Security-Court	5,230.06	12,274.00	7,043.94	42.61 %
Retirement-Court	7,112.07	12,033.00	4,920.93	59.10 %
Group Insurance-Court	24,790.85	70,299.00	45,508.15	35.26 %
Group Insurance-Court-Retirees	2,460.00	4,428.00	1,968.00	55.56 %
T.A.P. Reimbursement	75,164.99	315,000.00	239,835.01	23.86 %
Professional Fees	26,491.50	22,000.00	(4,491.50)	120.42 %
Insurance - General, Worker's Compensation, Etc.	89.87	200.00	110.13	44.94 %
Office Expense	2,148.50	5,000.00	2,851.50	42.97 %
Clerk of Court Fees	2,306.76	6,500.00	4,193.24	35.49 %
Total Judicial	<u>241,580.63</u>	<u>679,653.00</u>	<u>438,072.37</u>	<u>35.54 %</u>
Total expenditures	241,580.63	679,653.00	438,072.37	35.54 %
Net change in fund balances	103,325.85			
Fund balances--beginning	39,869.73			
Fund balances--ending	143,195.58			

DeSoto Parish Police Jury
OFFICE OF COMMUNITY SERVICES FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Intergovernmental Revenue:				
Federal Grants	507,629.04	1,245,610.00	737,980.96	40.75 %
Contributions	15,020.38	3,400.00	(11,620.38)	441.78 %
Transfers In	120,000.00	120,000.00		100.00 %
Total Revenues	642,649.42	1,369,010.00	726,360.58	46.94 %
EXPENDITURES				
Current:				
Salaries HUD	21,928.25	118,153.00	96,224.75	18.56 %
Social Secuirty - HUD	1,594.12	9,039.00	7,444.88	17.64 %
Retirement - HUD	1,268.26	6,501.00	5,232.74	19.51 %
Group Insurance	4,219.43	25,781.00	21,561.57	16.37 %
Legend - HUD	225.00	975.00	750.00	23.08 %
HUD Expenses	14,746.82	35,000.00	20,253.18	42.13 %
Total Health & Welfare	43,981.88	195,449.00	151,467.12	22.50 %
Salaries CAA	153,634.21	163,800.00	10,165.79	93.79 %
Overtime	4,765.63	6,700.00	1,934.37	71.13 %
Social Security CAA	11,276.69	13,042.00	1,765.31	86.46 %
Retirement CAA	10,606.29	12,787.00	2,180.71	82.95 %
Group Insurance CAA	45,993.52	54,123.00	8,129.48	84.98 %
Group Insurance-Retirees	1,968.00	4,000.00	2,032.00	49.20 %
Legend	4,016.38	3,923.00	(93.38)	102.38 %
Insurance, Work Comp & Surety Bonds	10,646.75	15,000.00	4,353.25	70.98 %
Miscellaneous Expenses	20,053.03	45,000.00	24,946.97	44.56 %
Small Equipment Purchases	1,004.76	5,000.00	3,995.24	20.10 %
LIHEAP-Indirect	6,136.71	20,000.00	13,863.29	30.68 %
FEMA-Emergency Assistance Program	4,700.41	8,500.00	3,799.59	55.30 %
CSBG Grant	21,334.39	7,000.00	(14,334.39)	304.78 %
CSBG-Indirect	5,075.45	16,000.00	10,924.55	31.72 %
Total Community Development	301,212.22	374,875.00	73,662.78	80.35 %
Salaries DHHS	118,675.48	308,135.00	189,459.52	38.51 %
Social Security DHHS	8,743.63	23,572.00	14,828.37	37.09 %
Retirement DHHS	9,467.83	23,110.00	13,642.17	40.97 %
Group Insurance DHHS	19,513.03	16,292.00	(3,221.03)	119.77 %
Group Insurance-Retirees DHHS	369.00	500.00	131.00	73.80 %
Legend - DHHS	3,989.27	7,685.00	3,695.73	51.91 %
Insurance, Work Comp & Surety Bonds DHHS	1,180.10	3,500.00	2,319.90	33.72 %
DHHS Weatherization Expense	128,581.90	282,000.00	153,418.10	45.60 %
DHHS Indirect Expense	4,133.92	13,000.00	8,866.08	31.80 %
DHHS Weatherization	294,654.16	677,794.00	383,139.84	43.47 %
Salaries DOE	29,479.76	77,033.00	47,553.24	38.27 %
Social Security DOE	2,363.28	5,893.00	3,529.72	40.10 %
Retirement DOE	2	5,777.00	3,419.73	40.80 %

DeSoto Parish Police Jury
OFFICE OF COMMUNITY SERVICES FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Group Insurance DOE	5,150.70	4,073.00	(1,077.70)	126.46 %
Group Insurance-Retirees DOE	123.00	200.00	77.00	61.50 %
Legend - DOE	1,029.07	1,921.00	891.93	53.57 %
Insurance, Work Comp & Surety Bonds DOE	275.17	500.00	224.83	55.03 %
DOE Weatherization Expense	40,367.85	85,000.00	44,632.15	47.49 %
DOE Indirect Expense	7,853.99	6,500.00	(1,353.99)	120.83 %
DOE Weatherization	89,000.09	186,897.00	97,896.91	47.62 %
Salaries DHHS Supplement	-	200.00	200.00	- %
Social Security DHHS Supplement	-	30.00	30.00	- %
Retirement DHHS Supplement	-	30.00	30.00	- %
Group Insurance DHHS Supplement	-	100.00	100.00	- %
Legend - DHHS Supplement	-	30.00	30.00	- %
Insurance, Work Comp & Surety Bonds DHHS Supplement	-	100.00	100.00	- %
DHHS Supplemental Weatherization Expense	740.78	3,800.00	3,059.22	19.49 %
DHHS Supplement Weatherization	740.78	4,290.00	3,549.22	17.27 %
Capital Outlay	-	27,000.00	27,000.00	- %
Total Capital Outlays	-	27,000.00	27,000.00	- %
Total expenditures	729,589.13	1,466,305.00	736,715.87	49.76 %
Net change in fund balances	(86,939.71)			
Fund balances--beginning	164,424.97			
Fund balances--ending	77,485.26			

DeSoto Parish Police Jury
AIRPORT FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Intergovernmental Revenue:				
State Funds:				
State Grant (Louisiana)	102,182.94	260,257.00	158,074.06	39.26 %
State Grant	-	8,000.00	8,000.00	- %
Fuel Sales & Hangar Lease	84,330.42	127,500.00	43,169.58	66.14 %
Investment earnings	44,215.77	31,000.00	(13,215.77)	142.63 %
Gain/Loss on Sale of Investments	15,989.62	80,000.00	64,010.38	19.99 %
Contributions	3,435.00	-	(3,435.00)	- %
Other Revenues (Royalties)	17,864.09	116,425.00	98,560.91	15.34 %
Total Revenues	268,017.84	623,182.00	355,164.16	43.01 %
EXPENDITURES				
Salaries	74,068.41	148,039.00	73,970.59	50.03 %
Overtime	2,164.60	3,700.00	1,535.40	58.50 %
Social Security	5,409.34	11,608.00	6,198.66	46.60 %
Retirement	5,682.64	11,380.00	5,697.36	49.94 %
Group Insurance	25,110.44	43,171.00	18,060.56	58.17 %
Legend	1,808.58	3,900.00	2,091.42	46.37 %
Official Fees	-	150.00	150.00	- %
Investment Fees-US Bank	4,936.79	10,000.00	5,063.21	49.37 %
Professional Fees	545.00	3,500.00	2,955.00	15.57 %
Dues, Subscriptions & Advertisement	1,266.54	1,000.00	(266.54)	126.65 %
Utilities	11,478.81	30,000.00	18,521.19	38.26 %
Telephone	2,375.62	6,000.00	3,624.38	39.59 %
Fleet Lease Expense	6,586.42	18,600.00	12,013.58	35.41 %
Maintenance of Equipment	2,498.30	20,000.00	17,501.70	12.49 %
Insurance-Gen, Workers Comp, Etc.	17,336.13	20,000.00	2,663.87	86.68 %
Technology Expense, Copier, Lease, etc.	7,349.61	20,000.00	12,650.39	36.75 %
Maintenance of Buildings & Grounds	17,361.45	40,000.00	22,638.55	43.40 %
Aviation & Jet Fuel	36,345.43	95,000.00	58,654.57	38.26 %
Fuel - Gasoline & Diesel	1,679.45	4,000.00	2,320.55	41.99 %
Office Expense	3,439.46	4,500.00	1,060.54	76.43 %
Materials and Supplies	2,738.67	7,700.00	4,961.33	35.57 %
Fly-In and Balloon Festival Expenses	950.00	82,000.00	81,050.00	1.16 %
Small Equipment Purchases	739.98	3,000.00	2,260.02	24.67 %
Office Equipment	-	3,000.00	3,000.00	- %
Travel & Convention Expense	400.00	3,500.00	3,100.00	11.43 %
Other Charges	(3.01)	20,100.00	20,103.01	(0.01)%
Total Transportation	232,268.66	613,848.00	381,579.34	37.84 %
Capital Outlay	137,182.94	295,257.00	158,074.06	46.46 %
Total Capital Outlays	137,182.94	295,257.00	158,074.06	46.46 %
Total expenditures	369,451.60	909,105.00	539,653.40	40.64 %

DeSoto Parish Police Jury
AIRPORT FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

Net change in fund balances	(101,433.76)
Fund balances--beginning	4,277,448.27
Fund balances--ending	4,176,014.51

DeSoto Parish Police Jury
ARPA GRANT FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Intergovernmental Revenue:				
Investment earnings	1.32	-	(1.32)	%
Total Revenues	1.32		(1.32)	- %
EXPENDITURES				
Current:				
Transfer to Other Funds for Revenue	736.52	-	(736.52)	- %
Loss				
Total Health & Welfare	736.52	-	(736.52)	- %
Total expenditures	736.52	-	(736.52)	- %
Net change in fund balances	(735.20)			
Fund balances--beginning	735.20			
Fund balances--ending				

DeSoto Parish Police Jury
RENTAL ASSISTANCE FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Intergovernmental Revenue:				
Federal Grants	532,646.00	1,001,969.00	469,323.00	53.16 %
Investment earnings	1,124.88	500.00	(624.88)	224.98 %
Section 8 Fraud Payments	4,644.00	8,648.00	4,004.00	53.70 %
Total Revenues	<u>538,414.88</u>	<u>1,011,117.00</u>	<u>472,702.12</u>	<u>53.25 %</u>
EXPENDITURES				
Current:				
Professional Fees	72,118.00	142,836.00	70,718.00	50.49 %
Miscellaneous Expense	-	500.00	500.00	- %
Port-Out Admin Fee Exp	-	614.00	614.00	- %
Port-Out HAP Expense	-	12,036.00	12,036.00	- %
Port-Out UAP Exp	-	516.00	516.00	- %
HAP - Portability In Payments	784.00	3,000.00	2,216.00	26.13 %
HAP Payments	427,482.00	832,000.00	404,518.00	51.38 %
UAP Payments	9,786.00	18,000.00	8,214.00	54.37 %
Total Health & Welfare	<u>510,170.00</u>	<u>1,009,502.00</u>	<u>499,332.00</u>	<u>50.54 %</u>
Total expenditures	510,170.00	1,009,502.00	499,332.00	50.54 %
Net change in fund balances	28,244.88			
Fund balances--beginning	27,879.79			
Fund balances--ending	56,124.67			

**DeSoto Parish Police Jury
EASTSIDE SEWER FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024**

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Intergovernmental Revenue:				
EXPENDITURES				
Current:				
Professional Fees	24,395.00	35,950.00	11,555.00	67.86 %
Utilities	444.92	1,874.00	1,429.08	23.74 %
Total Public Works	<u>24,839.92</u>	<u>37,824.00</u>	<u>12,984.08</u>	<u>65.67 %</u>
Total expenditures	24,839.92	37,824.00	12,984.08	65.67 %
Net change in fund balances	(24,839.92)			
Fund balances--beginning	(69,234.70)			
Fund balances--ending	(94,074.62)			

DeSoto Parish Police Jury
ANIMAL SERVICES FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Fees & Charges for Services	5,280.00	7,000.00	1,720.00	75.43 %
Contributions	112,396.75	20,000.00	(92,396.75)	561.98 %
Fines	-	1,500.00	1,500.00	- %
Transfers In	595,000.00	595,000.00		100.00 %
Total Revenues	<u>712,676.75</u>	<u>623,500.00</u>	<u>(89,176.75)</u>	<u>114.30 %</u>
EXPENDITURES				
Salaries	160,237.24	312,494.00	152,256.76	51.28 %
Overtime	3,220.18	3,200.00	(20.18)	100.63 %
Social Security	11,903.27	24,151.00	12,247.73	49.29 %
Retirement	12,259.37	23,437.00	11,177.63	52.31 %
Group Insurance	30,871.73	61,271.00	30,399.27	50.39 %
Legend	2,353.78	2,600.00	246.22	90.53 %
Professional Fees	2,774.32	8,800.00	6,025.68	31.53 %
Dues, Subscriptions, Advertisement	-	400.00	400.00	- %
Utilities	10,401.22	29,500.00	19,098.78	35.26 %
Telephone	1,279.49	2,300.00	1,020.51	55.63 %
Equipment Lease & Rental	1,815.00	4,400.00	2,585.00	41.25 %
Fleet Lease Expense	5,819.19	20,000.00	14,180.81	29.10 %
Maintenace - Equipment	641.00	4,500.00	3,859.00	14.24 %
Insurance - General, Worker's Comp	11,722.15	12,500.00	777.85	93.78 %
Technology Expense/Copier, Lease, etc.	3,989.60	7,000.00	3,010.40	56.99 %
Uniforms	1,383.10	4,000.00	2,616.90	34.58 %
Maintenance of Building & Grounds	4,266.56	10,000.00	5,733.44	42.67 %
Medical - Physicals	91.00	500.00	409.00	18.20 %
Fuel Expense	2,864.03	3,500.00	635.97	81.83 %
Office Expense	2,570.94	2,000.00	(570.94)	128.55 %
Misc. Fees, Penalties, Etc.	4.63	100.00	95.37	4.63 %
Food, Clothing, Supplies & Drugs	23,886.38	40,000.00	16,113.62	59.72 %
Small Equipment Purchases	-	1,500.00	1,500.00	- %
Travel & Convention	442.50	4,500.00	4,057.50	9.83 %
Total Public Safety	<u>294,796.68</u>	<u>582,653.00</u>	<u>287,856.32</u>	<u>50.60 %</u>
Capital Outlay	<u>105,770.00</u>	<u>89,250.00</u>	<u>(16,520.00)</u>	<u>118.51 %</u>
Total Capital Outlays	<u>105,770.00</u>	<u>89,250.00</u>	<u>(16,520.00)</u>	<u>118.51 %</u>
Total expenditures	400,566.68	671,903.00	271,336.32	59.62 %
Net change in fund balances	312,110.07			

**DeSoto Parish Police Jury
ANIMAL SERVICES FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024**

Fund balances--beginning	12,030.76
Fund balances--ending	324,140.83

DeSoto Parish Police Jury
SINKING FUND
Budget Comparison Cash Basis
For the 6 Months ended June 30, 2024

	Actual	Annual Budget	(Over)Under Budget	% of Actual to Budget
REVENUES				
Transfers In	-	3,000,000.00	3,000,000.00	%
Interest	25,373.73	15,000.00	(10,373.73)	169.16 %
Total Revenues	25,373.73	3,015,000.00	2,989,626.27	0.84 %

EXPENDITURES

Current:

Net change in fund balances	25,373.73
Fund balances--beginning	2,463,450.60
Fund balances--ending	2,488,824.33



DESOTO PARISH POLICE JURY

June 17, 2024 at 5:02 PM

Special Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

A. CALL TO ORDER

PRESENT

District 1A Jimmy Holmes

District 1C Keith Parker

District 2 Robert Latham

District 3 Greg Baker

District 4A Richard Fuller

District 4B Jeri Burrell

District 4C Ernel Jones

District 4D Trina Boyd-Simpson

District 5 Nick Rains

District 6 Rodriguez Ross

ABSENT

District 1B Bubba Clark

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

Done in previous meeting

D. GUEST AND PUBLIC COMMENTS

None

E. ADDITIONS AND DELETIONS

None

F. NEW BUSINESS

1. Executive Session in compliance with La RS 42:6.1; discuss the character and professional competence of a parish employee

Attachment "A"

NOTICE OF EXECUTIVE SESSION

The DeSoto Parish Police Jury will go into executive session to discuss the character and professional competence of a parish employee(s)

Discussion at this executive session will be limited to matters allowed to be exempted from discussion at open meetings by Louisiana Revised Statutes 42:6.1 (A) (2) and no final or binding action shall be taken during this executive session

Motion to enter Executive Session

Motion made by District 4A Fuller, Seconded by District 4B Burrell.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

2. Motion to reconvene from Executive Session

Motion to reconvene from Executive Session

Motion made by District 4C Jones, Seconded by District 1A Holmes.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Absent: District 4B Burrell

Motion to not reinstate employee

Motion made by District 6 Ross, Seconded by District 1A Holmes.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Voting Nay: District 4A Fuller

Absent: District 4B Burrell

G. ADJOURN



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:00 PM

Administrative Committee Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

A. CALL TO ORDER

PRESENT

District 1A, Chairman Jimmy Holmes

District 1B Bubba Clark

District 1C Keith Parker

District 2 Robert Latham

District 3 Greg Baker

District 4B Jeri Burrell arrived late

District 4C Ernel Jones

District 4D Trina Boyd-Simpson

District 5 Nick Rains

District 6 Rodriguez Ross

ABSENT

District 4A Richard Fuller

B. INVOCATION

Given by Ross

C. PLEDGE OF ALLEGIANCE

Led by Ross

D. PRESIDENT'S REPORT

Nothing to report

E. LEGAL COUNSEL'S REPORT

Nothing to report

F. CALL FOR ADDITIONS AND DELETIONS

None

G. GUEST AND PUBLIC COMMENTS

None

H. ADMINISTRATIVE ITEMS

1. Reappoint Bruce Carrol, David Caston and Dennis Reed to the Ambulance/EMS District Board for a 6 year term

Motion made by District 3 Baker, Seconded by District 6 Ross.

Voting Yea: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Absent: District 4B Burrell

2. Authorize the President to sign a Resolution for BETA Land Services, L.L.C requesting that the DeSoto Parish Police Jury place for sealed bids with Louisiana Department of Natural Resources, all of the Mineral Rights owned by the DeSoto Parish Police Jury namely streets, alleys and right of ways that the Police Jury owns in Section 15, Township 12 North, Range 13 West, being more specifically described as Irma Street, Park Avenue, Brown Street, Matlock Street, Gabe Street, Circle Drive, Robert Street, Pine Street, Elmwood Drive, Matilda Street, The Undeveloped Street in Hollywood Addition, All Portions of Gibbs Street, Shallow Horne Street, South Norris Street, East Mary Street, Maplewood Drive and Petite Street located outside the Corporate Limits of the City of Mansfield, and the Alleys located in Brown Park Subdivision, Brown Subdivision and Jefferson Hwy No. 2 Subdivision.

Motion made by District 4C Jones, Seconded by District 6 Ross.

Voting Yea: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Absent: District 4B Burrell

3. Adopt the 2024 Millage Rates

Motion made by District 6 Ross, Seconded by District 1A, Chairman Holmes.

Voting Yea: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Absent: District 4B Burrell

4. Accept the resignation of Dwain Spillman and appoint new member to the Planning Commission serving his remaining term (expires 2027)

Motion to move to Regular Meeting in August

Motion made by District 1B Clark, Seconded by District 4D Boyd-Simpson.
Voting Yea: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

5. Authorize the President to sign the Opioid Litigation Memorandum of Understanding allowing DeSoto Parish Police Jury to participate in the Louisiana State Local Government Opioid Litigation Settlement process and use the funds to support expanding the Drug Court Program

Motion to defer

Motion made by District 3 Baker, Seconded by District 4B Burrell.
Voting Yea: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

6. Discuss Compactor Sites Operating hours.

No action taken

7. Reinstate allowing employees to hunt on DPPJ property as long as correct indemnifications are signed and approved by the Parish Administrator.

Motion made by District 1B Clark, Seconded by District 4D Boyd-Simpson.
Voting Nay: District 1A, Chairman Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

I. ADJOURN

Motion made by District 4C Jones, Seconded by District 5 Rains.



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:04 PM

Road Committee Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

Ernel Jones, Chairman, Jimmy Holmes, Nick Rains, Keith Parker and Richard Fuller

A. CALL TO ORDER

PRESENT

District 4C, Chairman Ernel Jones

District 1A Jimmy Holmes

District 5 Nick Rains

District 1C Keith Parker

ABSENT

District 4A Richard Fuller

B. CALL FOR ADDITIONS AND DELETIONS

Authorize taking in Martinez Lane Private Drive, from Delton Road approximately 1005 feet, now Martinez Lane, into the DeSoto Parish Road System - No motion to add to the agenda

C. GUEST AND PUBLIC COMMENTS

None

D. ROAD ITEMS

1. Authorize the renaming of Wilson Road aka Nelen Pvt Drive as Nelen Drive.

Motion made by District 1C Parker, Seconded by District 5 Rains.

Voting Yea: District 4C, Chairman Jones, District 1A Holmes, District 5 Rains, District 1C Parker

2. Authorize the Parish Administrator to sign a letter of support for I-69 Connector FY 25-26 MPDG Application

Motion made by District 1A Holmes, Seconded by District 1C Parker.

Voting Yea: District 4C, Chairman Jones, District 1A Holmes, District 5 Rains,

District 1C Parker

E. ADJOURN

Motion made by District 1C Parker, Seconded by District 5 Rains.



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:03 PM

Airport and Animal Control Committee

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

Trina Boyd-Simpson, Chairwoman, Robby Latham, Nick Rains, Keith Parker, Richard Fuller

A. CALL TO ORDER

PRESENT

District 4D, Chairwoman Trina Boyd-Simpson

District 1C Keith Parker

District 2 Robert Latham

District 5 Nick Rains

ABSENT

District 4A Richard Fuller

B. CALL FOR ADDITIONS AND DELETIONS

None

C. GUEST AND PUBLIC COMMENTS

None

D. AIRPORT AND ANIMAL CONTROL ITEMS

1. Authorize the President to sign the Master Service Agreement (MSA) with KSA as the consulting Engineer for the Airport

Motion made by District 4D, Chairwoman Boyd-Simpson, Seconded by District 5 Rains.

Voting Yea: District 4D, Chairwoman Boyd-Simpson, District 1C Parker, District 2 Latham, District 5 Rains

E. ADJOURN

Motion made by District 1C Parker, Seconded by District 2 Latham.



DESOTO PARISH POLICE JURY

June 17, 2024 at 5:01 PM

Regular Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

A. CALL TO ORDER

PRESENT

District 1A Jimmy Holmes

District 1C Keith Parker

District 2 Robert Latham

District 3 Greg Baker

District 4A Richard Fuller

District 4B Jeri Burrell

District 4C Ernel Jones

District 4D Trina Boyd-Simpson

District 5 Nick Rains

District 6 Rodriguez Ross

ABSENT

District 1B Bubba Clark

B. INVOCATION

Done in previous meeting

C. PLEDGE OF ALLEGIANCE

Done in previous meeting

D. ANNOUNCEMENTS

None

E. CALL FOR ADDITIONS AND DELETIONS TO THE AGENDA

None

F. GUEST AND PUBLIC COMMENTS

1. Ryan Todtenbier with Thomas, Cunningham, Broadway and Todtenbier, CPA's

Auditor reported two (2) findings:

1 - Internal Control - 2023-001 Failure to Establish Policies and Procedures for Solid Waste Department

2- Compliance - 2023-002 Low-Income Housing Assistance Program Tenant Files

G. PRESIDENT'S REPORT

None

H. COUNSEL'S REPORT

DeSoto Parish Planning Commission can serve a 4 Year term

I. ADMINISTRATOR'S REPORT

2. Michael Norton, Parish Administrator, written report

Mr. Norton presented his written report and answered questions posed by individual Jurors

J. LOBBYIST'S REPORT

3. Chance McNeely, The Delta Resource Group, written report

Mr. McNeely was absent but presented his written report

K. TREASURER'S FINANCIAL REPORT

4. Accept the Financial Statements as of May 31, 2024 and Year to date Budget to actual report

Motion made by District 3 Baker, Seconded by District 4C Jones.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

L. APPROVAL OF MINUTES

5. May 20, 2024 Regular Meeting; June 3, 2024 Administrative, Budget and Finance, Buildings and Properties, Community Services, Policy and Procedures, Road and Zoning Committee Meetings

Motion made by District 4A Fuller, Seconded by District 4D Boyd-Simpson.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-

Simpson, District 5 Rains, District 6 Ross

M. OLD BUSINESS

6. Appoint Ms. Yolanda Clark to the Northwest Louisiana Human Service District

Motion made by District 4A Fuller, Seconded by District 6 Ross.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

7. Recommends awarding low bid for Annual Materials

Motion made by District 4A Fuller, Seconded by District 4C Jones.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

8. Update the Special Event Application and Alumni Park Application

Defer the 4H Building Application until next Regular Meeting and approve the Alumni Park Application

Motion made by District 6 Ross, Seconded by District 4C Jones.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Voting Abstaining: District 4A Fuller

N. NEW BUSINESS

O. RESOLUTIONS

P. ORDINANCES

Q. ADMINISTRATIVE ITEMS

9. Recommends authorizing the President to sign a proposal agreement with Uniti Fiber to provide service to several DPPJ locations and amend the budget in the amount of \$3,000

Motion made by District 3 Baker, Seconded by District 4D Boyd-Simpson.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

10. Recommends approving a Cooperative Endeavor Agreement with South Mansfield to repair the Lift Station #4 Magnolia Subdivision and amend the budget in the amount of \$14,316.80

Motion made by District 4D Boyd-Simpson, Seconded by District 4C Jones.

Voting Yea: District 2 Latham, District 3 Baker, District 4A Fuller, District 4C Jones, District 4D Boyd-Simpson, District 6 Ross

Voting Nay: District 1A Holmes, District 1C Parker

Voting Abstaining: District 4B Burrell, District 5 Rains

11. Recommends accepting Dan Dobson's resignation to the DeSoto Planning Commission

Motion made by District 1A Holmes, Seconded by District 4A Fuller.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

12. Recommends re-appointing Roger Tharpe to the DeSoto Parish Planning Commission for a six year term

Motion to re-appoint Roger Tharpe for a four (4) year term

Motion made by District 2 Latham, Seconded by District 5 Rains.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Voting Abstaining: District 4A Fuller

13. Recommends appointing Bonita Brown or Latarsha Shelton to the DeSoto Planning Commission for a six year term

Motion to appoint Bonita Brown to the Planning Commission for a four year term

Motion made by District 1A Holmes, Seconded by District 2 Latham.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Voting Abstaining: District 4B Burrell

14. Recommends accepting the resignation of Carolyn Landrum and appoint Michael Jeter to the Waterworks District #1 Board for a six year term

Motion made by District 3 Baker, Seconded by District 1A Holmes.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-

Simpson, District 5 Rains, District 6 Ross

15. Recommends appointing The Mansfield Enterprise as the Official Journal

Motion made by District 4A Fuller, Seconded by District 1C Parker.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

R. BUDGET AND FINANCE ITEMS

16. Recommends amending the Courthouse Office Small equipment budget in the amount of \$12,740 for a new control panel for incident notifications

Motion made by District 4C Jones, Seconded by District 4A Fuller.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

S. BUILDINGS AND PROPERTIES & PARKS AND RECREATIONAL ITEMS

17. Recommends awarding low quote for the cameras at the ballfields

Motion made by District 4A Fuller, Seconded by District 1C Parker.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

T. COMMUNITY SERVICES AND DEVELOPMENT AND PUBLIC HOUSING ITEMS

18. Recommends approving funding up to \$60,000 for purchasing up to two (2) vehicles for the WAP Program

Motion made by District 4C Jones, Seconded by District 4B Burrell.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

19. Recommends awarding low bid Community Services WAP Program for Weatherization, Materials and Labor

Motion made by District 4D Boyd-Simpson, Seconded by District 4A Fuller.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

U. POLICY AND PROCEDURES ITEMS

20. Recommends updating the Crisis Leave Policy

Motion made by District 4C Jones, Seconded by District 4D Boyd-Simpson.

Voting Yea: District 1A Holmes, District 1C Parker, District 2 Latham, District 3 Baker, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

V. ROAD ITEMS

21. Recommends installing four (4) speed bumps on River Road

Alternate motion to only stall 1 set of speed bumps on River Road

Motion made by District 4C Jones, Seconded by District 4B Burrell.

Voting Yea: District 1C Parker, District 2 Latham, District 4A Fuller, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

Voting Nay: District 1A Holmes, District 3 Baker

W. ADJOURN

Motion made by District 4B Burrell, Seconded by District 5 Rains.



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:30 PM

Special Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

Rodriguez Ross, President • Greg Baker, Vice President
Michael Norton, Administrator • Jodi Zeigler, Secretary • Lilliana Garcia, Treasurer

A. CALL TO ORDER

PRESENT

District 1A Jimmy Holmes
District 1B Bubba Clark
District 1C Keith Parker
District 2 Robert Latham
District 3 Greg Baker
District 4B Jeri Burrell
District 4C Ernel Jones
District 4D Trina Boyd-Simpson
District 5 Nick Rains
District 6 Rodriguez Ross

ABSENT

District 4A Richard Fuller

B. INVOCATION

Done in previous meeting

C. PLEDGE OF ALLEGIANCE

Done in previous meeting

D. GUEST AND PUBLIC COMMENTS

None

E. ADDITIONS AND DELETIONS

F. NEW BUSINESS

1. Authorize the President to sign a Proclamation declaring Friday, July 5, 2024 a legal holiday.

Motion made by District 4D Boyd-Simpson, Seconded by District 4B Burrell.
Voting Yea: District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson,

District 6 Ross

Voting Nay: District 1A Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 5 Rains

2. Award the best advantageous proposal for the debris removal disposal services and the debris removal monitoring services for the debris removal in connection with the severe storms from May 30, 2024 (RFP's will be received July 1, 2024 at 2:00 pm.)

Award the best advantageous proposal for the debris removal monitoring services for the debris removal in connection with the severe storms from May 30, 2024

Motion made by District 1A Holmes, Seconded by District 1C Parker.

Voting Yea: District 1A Holmes, District 1B Clark, District 1C Parker, District 2 Latham, District 3 Baker, District 4B Burrell, District 4C Jones, District 4D Boyd-Simpson, District 5 Rains, District 6 Ross

G. ADJOURN

Motion made by District 1C Parker, Seconded by District 5 Rains.



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:02 PM

Solid Waste Committee

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

Greg Baker, Chairman, Ernel Jones, Richard Fuller, Jimmy Holmes, and Keith Parker

A. CALL TO ORDER

PRESENT

District 3, Chairman Greg Baker

District 4C Ernel Jones

District 1A Jimmy Holmes

District 1C Keith Parker

ABSENT

District 4A Richard Fuller

B. CALL FOR ADDITIONS AND DELETIONS

None

C. GUEST AND PUBLIC COMMENTS

None

D. SOLID WASTE ITEMS

1. Update the Solid Waste Disposal Fees and Environmental Fees at the Mundy Landfill

Motion made by District 4C Jones, Seconded by District 1C Parker.

Voting Yea: District 3, Chairman Baker, District 4C Jones, District 1A Holmes, District 1C Parker

E. ADJOURN

Motion made by District 1C Parker, Seconded by District 1A Holmes.



DESOTO PARISH POLICE JURY

July 01, 2024 at 5:01 PM

Budget and Finance Committee Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

MINUTES

Greg Baker, Chairman, Ernel Jones, Richard Fuller, Trina Boyd-Simpson and Robby Latham

A. CALL TO ORDER

PRESENT

District 3, Chairman Greg Baker
District 4D Trina Boyd-Simpson
District 4C Ernel Jones
District 2 Robert Latham

ABSENT

District 4A Richard Fuller

B. CALL FOR ADDITIONS AND DELETIONS

None

C. GUEST AND PUBLIC COMMENTS

None

D. BUDGET AND FINANCE ITEMS

1. Re-appropriate \$680,000 from the Solid Waste Capital Outlay Cell X Construction (\$8 Million Budget) to Solid Waste Capital Outlay Equipment to purchase one (1) 740 Articulated Truck

Motion made by District 4C Jones, Seconded by District 4D Boyd-Simpson.
Voting Yea: District 3, Chairman Baker, District 4D Boyd-Simpson, District 4C Jones, District 2 Latham

2. Amend the Registrars of Voters salary budget in the amount of \$3437.80 to cover the salary expense for the remainder of 2024 for the extra employee granted by House Bill 89/Act 596

Motion made by District 4D Boyd-Simpson, Seconded by District 2 Latham.
Voting Yea: District 3, Chairman Baker, District 4D Boyd-Simpson, District 4C

Jones, District 2 Latham

3. Amend the General Budget and approve the President to sign a Cooperative Endeavor Agreement with the City of Mansfield to contribute funding in the amount of \$67,558 to purchase fire equipment

Motion made by District 4C Jones, Seconded by District 4D Boyd-Simpson.

Voting Yea: District 4D Boyd-Simpson, District 4C Jones

Voting Nay: District 3, Chairman Baker, District 2 Latham

4. Amend the General Budget in the amount of \$1,000 and approve the President to sign a Cooperative Endeavor Agreement with SUSLA AmeriCorps Seniors Foster Grandparents Program in DeSoto to help with administering the program

Motion to defer to August Committee Meeting

Motion made by District 2 Latham.

Voting Yea: District 3, Chairman Baker, District 4C Jones, District 2 Latham

E. ADJOURN

Motion made by District 4C Jones, Seconded by District 4D Boyd-Simpson.

Weatherization Bids
Bid Opening July 5, 2024

Electrical Labor

Morrone Electric	OCS recommends selecting Morrone Electric
------------------	---

Description	Unit of Labor	Bienville, Bossier, Claiborne, DeSoto, Natchitoches, Red River, Sabine, Webster Parishes	Union and Morehouse Parishes
Install wiring for <u>existing</u> bathroom exhaust fan	Per fan	\$ 225	\$ 275
Install wiring for new bathroom exhaust fan	Per fan	\$ 225	\$ 275
Install wiring for whole-house ventilation fan (ASHRAE 62.2 compliant)	Per fan	\$225	\$275
Install wiring and whole-house ventilation fan (ASHRAE 62.2 compliant) in mobile home	Per fan	\$ 450	\$500
Install wiring and whole-house ventilation fan (ASHRAE 62.2 compliant) in site-built home (DeSoto WAP crew will install roof cap for fan)	Per fan	\$ 225	\$ 275
install 110v electrical outlet	Per outlet	\$ 225	\$ 250
install 220v electrical outlet	Per outlet	\$ 275	\$ 275
Install 110v electrical wiring for range hood	Each	\$ 225	\$ 250
Repair loose wiring by installing junction boxes in attic	1-3 boxes	\$ 225	\$ 250
Repair loose wiring by installing junction boxes in attic	4-6 boxes	\$ 450	\$ 500
hourly rate for any additional electrical work	Per hour	\$ 100	\$ 100

RESOLUTION

WHEREAS, the Carmel Catholic Church, 1822 Smithport Lake Road, Mansfield, Louisiana currently serves as the polling location for Precincts #26 & #26A; and

WHEREAS, the Police Jury desires to move the polling locations for Precincts #26 & #26A to Living Word Church, 151 Buffalo Road, Mansfield, Louisiana.

NOW THEREFORE BE IT RESOLVED by the DeSoto Parish Police Jury in Regular Session does hereby propose to move Precincts #26 & #26A to Living Word Church, 151 Buffalo Road, Mansfield, Louisiana; and

MOTION TO ADOPT the above and foregoing resolution was made by _____; seconded by _____.

WHEREUPON THE RESOLUTION was declared duly adopted on this 15th day of July, 2024.

AYES: NAYS: ABSENT: ABSTAIN:

_____ RODRIGUEZ ROSS, PRESIDENT DESOTO PARISH POLICE JURY	_____ JODI ZEIGLER, SECRETARY DESOTO PARISH POLICE JURY
---	---

CERTIFIED

I, Jodi Zeigler, hereby certify in my capacity as the Secretary of the DeSoto Parish Police Jury that the above and foregoing is a true and correct copy of the Resolution passed by the DeSoto Parish Police Jury at a regular meeting held on the 15th day of July, 2024, a quorum being present

Jodi Zeigler, Secretary

RESOLUTION

WHEREAS, the DeSoto Parish Police Jury has received a letter from BETA Land Services, L. L. C. requesting that the DeSoto Parish Police Jury place for sealed bid with Louisiana Department of Natural Resources, all of the Mineral Rights owned by the DeSoto Parish Police Jury namely streets, alleys, and right of ways that the Police Jury owns in Section 15, Township 12 North, Range 13 West, being more specifically described as Irma Street, Park Avenue, Brown Street, Matlock Street, Gabe Street, Circle Drive, Robert Street, Pine Street, Elmwood Drive, Matilda Street, The Undeveloped Street in Hollywood Addition, All Portions of Gibbs Street, Shallow Horne Street, South Norris Street, East Mary Street, Maplewood Drive and Petite Street located outside the Corporate Limits of the City of Mansfield, and the Alleys located in Brown Park Subdivision, Brown Subdivision and Jefferson Hwy No. 2 Subdivision. Said described Streets and Alleys containing 18.085 acres more or less.

NOW THEREFORE BE IT RESOLVED, by the DeSoto Parish Police Jury in legal session convened, that it does hereby authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources to accept nominations and advertise for oil, gas and mineral leases, accept bids and award oil, gas and mineral leases on the said tracts herein and to execute mineral leases on behalf of the DeSoto Parish Police Jury in the manner prescribed by law.

BE IT FURTHER RESOLVED that any lessee of above-described land shall comply with the following requirements of Lessor:

- 1. No drilling operations shall be conducted on the above leased land without the express written consent of the DeSoto Parish Police Jury.
- 2. Lease to be for minimum of 25% royalties.
- 3. Lease will be given without any warranty of title by the DeSoto Parish Police Jury, either expressed or implied, not even for the return of any bonus consideration.

MOTION TO ADOPT the above Resolution was made by _____ seconded by _____.

WHEREUPON the Resolution was declared duly adopted on this the 15 day of July 2024.

AYES:____ NAYS: ____ ABSENT: ____ Abstain: ____

RODRIGUEZ ROSS, PRESIDENT
DESOTO PARISH POLICE JURY

JODI ZEIGLER, PARISH SECRETARY
DESOTO PARISH POLICE JURY

CERTIFIED

I, Jodi Zeigler, hereby certify in my capacity as the Parish Secretary of the DeSoto Parish Police Jury that the above and foregoing is a true and correct copy of the Resolution passed by the DeSoto Parish Police Jury at a Regular Meeting held on the 15th day of July, 2024 a quorum being present.

Jodi Zeigler, Parish Secretary

The following resolution was offered by _____ and seconded
by _____:

RESOLUTION

A resolution approving the holding of an election in Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana, on Saturday, December 7, 2024, to authorize renewal of a special tax and the renewal of a service charge therein.

WHEREAS, the Board of Commissioners of Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana (the "Governing Authority"), acting as the governing authority of Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana (the "District"), adopted a resolution on July 9, 2024, calling a special election in the District on Saturday, December 7, 2024, to authorize renewal of a special tax and the renewal of a service charge therein; and

WHEREAS, the governing authority of the District has requested that this Police Jury, acting as the governing authority of the Parish of DeSoto, State of Louisiana, give its consent and authority for the District to hold the aforesaid election, and in the event that the election carries to continue to levy and collect the special tax and service charge provided for therein; and

WHEREAS, as required by Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Police Jury to approve the holding of said election and in the event that the election carries, to continue to levy and collect the special tax and service charge provided for therein;

NOW, THEREFORE, BE IT RESOLVED by the Police Jury of the Parish of DeSoto, State of Louisiana, acting as the governing authority of said Parish, that:

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana, this Police Jury hereby approves the holding of an election in the District, on Saturday, December 7, 2024, at which election there will be submitted the following propositions, to-wit:

PROPOSITION NO. 1 OF 2 (MILLAGE RENEWAL)

Shall Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana (the "District"), be authorized to continue to levy a 10 mills tax (the "Tax") on all the property subject to taxation in the District (an estimated \$629,300 expected at this time to be collected from the levy of the Tax for an entire year), for a period of 10 years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating the District's fire protection facilities and equipment, including paying the cost of obtaining water for fire protection purposes, provided that a portion of the Tax proceeds is required to be contributed to state and statewide retirement systems as provided in R.S. 11:82?

PROPOSITION NO. 2 OF 2
(SERVICE CHARGE RENEWAL)

Shall Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana (the "District"), continue to assess and collect an annual service charge of \$50.00 from persons owning residential or commercial structures, whether occupied or unoccupied, located wholly or partly within the boundaries of the District (an estimated \$160,000 reasonably expected at this time to be collected from the levy of the service charge for an entire year), for a period of 10 years, beginning with the year 2028 and ending with the year 2037, which shall be used for the purpose of paying the costs of any fire protection services and emergency services incidental thereto provided by the District, and, for purposes of assessing and collecting said service charge, owners shall be charged for each residential or commercial structure which they own; each housing unit within a multiple dwelling structure shall be considered a separate structure; and a mobile home, as defined in R.S. 9:1149.2, shall be considered a structure, all as provided in R.S.40:1502.16?

SECTION 2. In the event the election carries, this Police Jury does hereby further consent to and authorize the District to continue to levy and collect the special tax and service charge provided for therein.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 15th day of July, 2024.

/s/ Jodi Zeigler
Secretary

/s/ Rodriguez Ross
President

STATE OF LOUISIANA

PARISH OF DESOTO

I, the undersigned Secretary of the Police Jury of the Parish of DeSoto, State of Louisiana (the "Governing Authority"), the governing authority of the Parish of DeSoto, State of Louisiana (the "Parish"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Police Jury on July 15, 2024, approving the holding of an election in Fire Protection District No. 3 of the Parish of Desoto, State of Louisiana, on Saturday, December 7, 2024, to authorize renewal of a special tax and the renewal of a service charge therein.

IN FAITH WHEREOF, witness my official signature at Mansfield, Louisiana, on this, the 15th day of July, 2024.

Secretary

ANNE GANNON
DeSoto Parish Assessor

212 Adams Street
Mansfield, Louisiana 71052

TEL: (318) 872-3610
FAX: (318) 872-9434

June 10, 2024

DESOTO PARISH POLICE JURY
101 FRANKLIN ST.
MANSFIELD, LA 71052

Dear JODIE,

It is time again for setting millage rates for the DeSoto Parish Tax Roll. As this is a reassessment year, your millages have been adjusted either upward or downward depending on the revaluation of 2023 property values. Your rates have been adjusted as follows:

<u>4.540</u>	<u>4.750</u>	<u>4.750</u> ✓
2023 Millage Rate	2024 Adjusted Millage	Adjusted Max Millage
<u>5.210</u>	<u>5.460</u>	<u>5.460</u> ✓
2023 Millage Rate	2024 Adjusted Millage	Adjusted Max Millage
<u>6.06</u>	<u>6.06-Renewed</u>	<u>—</u>
2023 Millage Rate	2024 Adjusted Millage	Adjusted Max Millage
<u> </u>	<u> </u>	<u> </u>
2023 Millage Rate	2024 Adjusted Millage	Adjusted Max Millage

Enclosed is a copy of the affidavit, the notice of public meeting, and a resolution. These are the basic forms that we use each year unless different situations warrant the use of other forms. These forms are also available on the following website. We would encourage you to go to the Legislative Auditor's website and print out the Educational Materials as every year this process gets more and more complicated. That website address is www.la.gov.

If possible, please set your millage rate(s) at your earliest meeting. We need to know what your meeting date will be so that we can compose a list of all taxing districts and their meeting dates. If you have any questions please give me a call at (318) 872- 3610 or email me at desotoassessorofc@gmail.com. We are looking forward to hearing from you.

Sincerely,

Tremecia Robinson
Chief Deputy Assessor

Enclosure

RESOLUTION

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2024 tax roll on all property subject to taxation by the DeSoto Parish Police Jury.

MILLAGE

General Alimony	4.75 Mills
Roads Parish wide	6.06 Mills
Solid Waste Landfill	5.46 Mills

BE IT FUTHER RESOLVED that the proper administrative officials of the Parish of DeSoto, State of Louisiana, be and they are hereby empowered, assessment roll of DeSoto Parish for the year 2024, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

The foregoing resolution was read in full, the roll was called on the adoption thereof, and the resolution was adopted by the following votes:

YEAS:

NAYS:

ABSTAINED:

ABSENTS:

/s/
Rodriguez Ross, President
DeSoto Parish Police Jury

/s/
Jodi Zeigler, Secretary
DeSoto Parish Police Jury

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the resolution adopted at the board meeting held on July 15, 2024, at which meeting a quorum was present and voting.

Mansfield, Louisiana, this 15th, day of July, 2024.

Jodi Zeigler, Secretary
DeSoto Parish Police Jury

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF DESOTO

BEFORE ME, the undersigned notary public, duly commissioned and qualified within and for the aforesaid parish and state, personally came and appeared:

Rodriguez Ross
(Authorized person to represent the taxing district)

who, after first being duly sworn, did depose and say that:

He/she is the duly authorized, President of the Parish of DeSoto.
(Title or position) (Taxing district)

(Mark the appropriate box below to show how you complied with the Open Meetings Law.)

A public meeting was held in accordance with the **Open Meetings Law** at R.S. 42:11, et seq., including allowing a public comment period before taking a vote, R.S. 42:14(D), to adopt the millage rates for the 2024 tax year. Public written notice of the **agenda**, date, time, and place of the meeting (X) **was posted** on the building where the meetings of this taxing authority are usually held no less than 24 hours before the meeting, excluding Saturdays, Sundays and legal holidays and/or () **was published** in the official journal no less than 24 hours before the meeting, excluding Saturdays, Sundays and legal holidays.

A quorum or simple majority of the total membership of the taxing authority was physically present and voting at the public meeting, which was held on the 15 day of July, 2024, at 5:10 p.m. at 101 Franklin Street, Mansfield, La. 71052. (Complete address) The meeting was conducted in accord with the prior noticed agenda. Matters not included on the agenda were not discussed without the unanimous approval of the members present after complying with all provisions of R.S. 42:19(A)(1)(b)(ii)(cc).

If applicable and as required by R.S. 42:23(A) and R.S. 44:36(F) as a **non-elected board** we have video or audio recorded, filmed or broadcast live all proceedings of our public meeting and ensure the recording will be maintained for at least 2 years.

The taxing district did not roll forward. Copies of all required notices and agenda are attached hereto and incorporated herein by reference.

(Signature of affiant)

Rodriguez Ross
(Printed name)

SWORN TO AND SUBSCRIBED Before Me, this 15th day of July, 2024, at Mansfield, Louisiana.

Notary Public
Printed or Typed Name (as commissioned): Jodi Zeigler ex officio
Notary ID or Bar Roll No.: #161027

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 1 OF 4: MAIN AGREEMENT

Prepared by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between DeSoto Parish Police Jury (C.E. "Rusty" Williams Airport (Owner) and **KSA ENGINEERS, INC.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;

Main Agreement.

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3. Additions or Modifications to Owner's Responsibilities;
 4. Task Order Schedule;
 5. Engineer's Compensation for Task Order; and
 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. ~~Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:~~
 - a. ~~be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.~~
 - b. ~~be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.~~
 - c. ~~include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.~~
 2. ~~Develop and submit detailed work plans from Exhibit A to Task Order tasks.~~
 1. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 3. ~~Prepare and submit [monthly] [other periodic interval] engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.~~

Main Agreement.

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4. ~~Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: [indicate Not Applicable; or specify required information, documentation, or special invoicing procedures].~~
5. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 Application of Owner’s Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner’s:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer’s assessment of initially-available information and data and upon Engineer’s request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, Mapping, and Utility Documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

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7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;

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5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B.** Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C.** Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A.** Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B.** Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to ~~a Contractor or others~~ the responsibilities set forth in Paragraphs 2.04, B, C and D to Engineer (as Additional Services) or to Contractor.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.
 - b. None.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A.** This Agreement will be effective and applicable to Task Orders issued hereunder for a period of three (3) years with two one (1) year extensions not to exceed five (5) years from the Notice to Proceed date of the first project.
- B.** The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A.** Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A.** The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C.** If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D.** If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E.** If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A.** Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

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4.02 Payments

- A. ~~Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.~~
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and~~
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. ~~Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)~~
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

- A. Lump Sum

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1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually from effective date of task order at a rate not to exceed 4% to reflect equitable changes in the compensation payable to Engineer.

C. ~~Direct Labor Costs Times a Factor~~

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1. ~~For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [Factor] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.~~
2. ~~Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~
3. ~~The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).~~
4. ~~The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).~~
5. ~~The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of [Date]) to reflect equitable changes in the compensation payable to Engineer.~~

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. ~~Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:~~
 1. ~~Transportation (including mileage), lodging, and subsistence incidental thereto;~~
 2. ~~Providing and maintaining field office facilities including furnishings and utilities;~~
 3. ~~Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement~~

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~~documents, Construction Contract Documents, and similar Specific Project-related items;~~

4. Consultant charges; and

5. ~~Other expenses identified in Appendix 1.~~

- C. ~~Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.~~
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.15**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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4.06 Other Provisions Concerning Payment

- A.** Extended Contract Times. Should the Contract Times to complete the Work of any Task Order be extended beyond the period stated in the Task Order, payment for all Engineer's services completed during the extended period shall be continued based on the Standard Hourly Rates Method of Payment.
- B.** Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A.** Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A.** The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared

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by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and ~~one~~ three complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.

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9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

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- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's

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Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

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- b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

- 1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Cause—Main Agreement:** In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

- D.** Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E.** Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F.** Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1.** If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2.** If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A.** Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B.** Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting,

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or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **DeSoto Parish, Louisiana.**
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner’s principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner’s principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner’s knowledge, no Constituents

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of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern.** For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C.** If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D.** It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E.** If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

- 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.**
- C. No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A.** Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices:** Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival:** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability:** Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

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- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
 - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 - 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision

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to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. **Construction Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. **Construction Contract Documents**—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. **Construction Contract Times**—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. **Construction Cost**—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work

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forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Main Agreement**—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in this Main Agreement.
24. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be

Main Agreement.

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performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. **Specific Project**—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. **Task Order**—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form only).
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Not Included.
- I. Exhibit I, Limitations of Liability.
- J. Identified Potential Projects
- K. FAA Contract Provisions

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 - 1. Appendix 1—Reimbursable Expenses Schedule
 - 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A.** This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B.** Amendments:
 - 1.** This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
 - 2.** Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
 - 3.** Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A.** With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B.** With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A.** Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 - 1.** "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2.** "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3.** "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A.** Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B.** If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1.** Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2.** Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is _____.

Owner: DeSoto Parish Police Jury

Engineer: KSA Engineers, Inc.

By: _____

By: 

Date: _____

Date: June 13, 2024

Name: Rodriguez Ross

Name: Craig H. Phipps

Title: President

Title: Aviation Practice Director

Address for giving notices:

100 Franklin Street

Mansfield, LA 71052

Address for giving notices:

1111 Hawn Ave.

Shreveport, LA 71107

Designated Representative: _____

Designated Representative: _____

Name: Jackie McKinney

Name: Jonathan N. Farmer, P.E.

Title: Airport Manager

Title: Aviation Practice Leader

Phone: 318.871.8900

Phone: 877.572.3647

Email: JMcKinney@desotoppj.com

Email: jfarmer@ksaeng.com

Main Agreement.

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**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 2 OF 4: EXHIBITS TO MAIN AGREEMENT

This is **EXHIBIT C** referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

EXHIBIT C—AMENDMENT TO MAIN AGREEMENT (FORM ONLY)

AMENDMENT TO MAIN AGREEMENT

Amendment No. _____

Owner:
Engineer:
Effective Date of Agreement:

- Nature of Amendment: (Check those that apply)
- Modifications to responsibilities of Owner
 - Modifications of payment to Engineer
 - Modifications to term of Main Agreement
 - Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner	Engineer
_____ Name	_____ Name
By: _____	By: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____

This is **EXHIBIT F** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated_____.

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01.

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.
2. System Infrastructure for Electronic Document Exchange
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the

revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be in the Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is agreed upon, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

- 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

This is **EXHIBIT G** referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$ 500,000
Each employee	\$ 500,000
Policy limit	\$ 500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$ 500,000
Each employee\$	\$ 500,000
Policy limit	\$ 500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project.
- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers,

Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

This is **EXHIBIT I** referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.02 Mutual Indemnification and 1.02, Limitation of Engineer's Liability**:

1.01 Mutual Indemnification

- A. Indemnification by Owner:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	\$ at Cost
Copies of Drawings	\$ at Cost
Mileage (auto)	\$ current GSA Rate/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

1. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

2. The Standard Hourly Rates and Reimbursable Expenses will be increased annually at a rate not to exceed 4% per year. The initial increase in rates will become effective 12 months from the effective date of the Agreement.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are governed by the Standard Hourly Rate Schedule of each Task Order.

TASK ORDER FORM
FORM ONLY

This is Task Order No. _____,
consisting of 7 pages,
dated _____.

KSA Project Number:

Owner Project (or Purchase Order) Number:

Project Name:

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner:
- B. Title:
- C. Description:
- D. Number of Construction Contracts: 1

2. Services of Engineer

- A. Provide the Basic services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Management of Engineering Services:*
Engineer shall provide the services outlined in Article 1 Section 1.03 of Main Agreement.
 - b. *Study and Report Phase:*
Engineer shall provide the services outlined in Exhibit A.1.02 of this Task Order.
 - c. *Preliminary Design Phase:*
Engineer shall provide the services outlined in Exhibit A.1.03 of this Task Order.
 - d. *Final Design Phase:*
Engineer shall provide the services outlined in Exhibit A.1.04 of this Task Order.
 - e. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Exhibit A.1.05 of this Task Order.
 - f. *Construction Phase:*
Engineer shall provide the services outlined in Exhibit A.1.06 of this Task Order.
 - g. *Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Exhibit A.1.07 of this Task Order.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded	
<input type="checkbox"/>	<input type="checkbox"/>	a. Design Survey
<input type="checkbox"/>	<input type="checkbox"/>	b. Grant or Loan Application
<input type="checkbox"/>	<input type="checkbox"/>	c. Storm Water Pollution Prevention Plan
<input type="checkbox"/>	<input type="checkbox"/>	d. Environmental Assessment
<input type="checkbox"/>	<input type="checkbox"/>	e. Environmental Information Document
<input type="checkbox"/>	<input type="checkbox"/>	f. Resident Project Representative Services
<input type="checkbox"/>	<input type="checkbox"/>	g. Construction Survey (Baselines and Benchmarks)
<input type="checkbox"/>	<input type="checkbox"/>	h. Geotechnical Investigation
<input type="checkbox"/>	<input type="checkbox"/>	i. Materials Testing
<input type="checkbox"/>	<input type="checkbox"/>	j. Analytical Testing
<input type="checkbox"/>	<input type="checkbox"/>	k. Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="checkbox"/>	<input type="checkbox"/>	l. Easement or Boundary Surveys
<input type="checkbox"/>	<input type="checkbox"/>	m. Easement or Boundary Descriptions
<input type="checkbox"/>	<input type="checkbox"/>	n. Land Acquisition Services
<input type="checkbox"/>	<input type="checkbox"/>	o. DOT Utility Installation Request Applications
<input type="checkbox"/>	<input type="checkbox"/>	p. Operation and Maintenance Manual
<input type="checkbox"/>	<input type="checkbox"/>	q. Other:
<input type="checkbox"/>	<input type="checkbox"/>	r. Other:
<input type="checkbox"/>	<input type="checkbox"/>	s. Other:
<input type="checkbox"/>	<input type="checkbox"/>	t. Other:
<input type="checkbox"/>	<input type="checkbox"/>	u. Other:
<input type="checkbox"/>	<input type="checkbox"/>	v. Other:
<input type="checkbox"/>	<input type="checkbox"/>	w. Other:

3. Deliverables Schedule

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Study and Report Phase	
Complete Preliminary Design Phase	
Complete Final Design Phase	
Submit Plans & Specs for Review by Owner/Reviewing Agency	
Approval of Plans & Specs by Owner	
Approval of Plans & Specs by Reviewing Agency	
Advertise for Bids (minimum 2 notices)	
Pre-Bid Conference	
Open Bids	
Award Bid	
Execute Construction Contract	
Pre-Construction Conference; Issue Notice to Proceed	
Start Construction Phase	
Complete Construction Phase	

Note:

- 1) Should review times exceed those identified above, the project schedule will be extended accordingly.
- 2) The estimated schedule for bidding and construction services is based on Engineer's initial estimate of the bidding period, the Owner's award of construction contract and the Contractor's time to complete the project. Modification to these estimates will extend the project schedule.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Main Agreement except as modified by this Task Order. List any supplementary Owner Responsibilities here or Delete text if None.

5. Payments to Engineer

A. Terms of Payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services								Lump Sum
Subtotal								

								Hourly Rate and Reimbursable Expenses
Subtotal								
Total								

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 7 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of _____ consecutive calendar days. ENGINEER's work on this phase beyond the construction period as stated above will be billed at hourly rates.

6. Exhibits and Attachments:

- A. Exhibit A to Task Order – Engineer's Services under Task Order.
- B. Exhibit D to Task Order – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative under Task Order.
- C. Exhibit E to Task Order – EJCDC C-626, Notice of Acceptability of Work (form)
- D. List any additional attachments here.

7. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$300.00/hour
Senior Aviation Planner	\$225.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$195.00/hour
Electrical Design Engineer	\$160.00/hour
Senior Project Manager	\$240.00/hour
Project Manager	\$195.00/hour
Senior Project Engineer	\$185.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$155.00/hour
Design Engineer	\$130.00/hour
Senior Project Architect	\$240.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$210.00/hour
Engineering Technician	\$115.00/hour
Senior Design Technician	\$135.00/hour
Design Technician	\$ 95.00/hour
Project Assistant	\$125.00/hour
Senior CAD Technician	\$100.00/hour
CAD Technician	\$ 90.00/hour
Senior Project Representative	\$120.00/hour
Project Representative	\$105.00/hour
Graphic Designer	\$ 80.00/hour
Grant Administrator	\$135.00/hour
Administrative Assistant	\$ 95.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$210.00/hour
Two-Man Survey Crew	\$180.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$155.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.66/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

8. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: _____

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's
Certificate No. EF-000476

State of: Louisiana

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail Address: _____

E-Mail Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 4 OF 4: EXHIBITS TO TASK ORDER

This is **EXHIBIT A**, referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Services** dated _____.

EXHIBIT A – ENGINEER’S SERVICES

Engineer shall provide Baic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify up to three alternative solutions potentially available to Owner.
2. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Specific Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
11. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
12. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
- 13. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. List any such tasks or deliverables here or "None".
- 14. Furnish the Report to Owner pursuant to the requirements of the Deliverables Schedule in 2.B of this Task Order and review the deliverables with Owner.
- 15. Revise the Report in response to Owner's comments, as appropriate.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised).

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution.
- B. Upon written authorization from Owner, Engineer shall:
 - 1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase deliverables.
 - 3. The Preliminary Design Phase Deliverables will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase.
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

- c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in 2.B of this Task Order Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
 - g. Other matters and information pertinent to addressing the Specific Project Goals.
4. Visit the Site as needed to prepare the Preliminary Design Phase Deliverables.
 5. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 6. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
 7. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Advise Owner of the need for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.
 8. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.6 and 7 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

9. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
10. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
11. Furnish the Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in 2.B of this Task Order and review the deliverables with Owner.
12. Revise the deliverables in response to Owner's comments, as appropriate.
13. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. List any such tasks or deliverables here or "None".
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase submittals (as revised) and associated documents, and the revised opinion of probable Construction Cost.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any

necessary changes, or refinements, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare draft and final Drawings and Specifications pursuant to the Deliverables Schedule in 2.B of this Task Order. Final Drawings and Specifications shall address Owner comments, complete the design, be suitable for estimating and pricing by prospective Contractors, and be ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Prepare applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project when such applications are identified as Additional Services to be provided by Engineer.
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits not specifically identified as Additional Services to be provided by Engineer.
 - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - d. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
 - e. Engineer does not guarantee issuance of any required permit or approval.
 - f. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data,

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
7. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. List any such tasks or deliverables here or "None".

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in 2.B of this Task Order, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications; assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A.** After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors via web-based plan rooms; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. List ant such tasks or deliverables here or "None".
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

- B.** Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
- 1.** General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 - 2.** Resident Project Representative (RPR): When included as an Additional Service to be provided by the Engineer as shown in 2.B and Paragraph 5 of this Task Order, the Engineer shall provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - 3.** Selection of Independent Testing Laboratory: Unless included as an Additional Service to be provided by the Engineer as shown in 2.B and Paragraph 5 of this task order, Engineer shall assist Owner in the selection of an independent testing laboratory to perform required testing services.
 - 4.** Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 - 5.** Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and

programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or

quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. List any such tasks or deliverable here or "None".
26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
27. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- D. Design with Limited Construction Phase Services: It is understood and agreed that the Engineer's Scope of Services under this Task Order only includes limited project observation or limited review of the Contractor's performance. The Client therefore assumes all responsibility arising out of limiting these services and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub consultants against all damages, liabilities of costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with or cause by (1) this limitation on professional services or (2) the performance of such services by other persons or entities, except for claims arising from the sole negligence of willful misconduct of the Engineer.

1.07 Post-Construction Phase

- A.** Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Prepare Record Drawings based upon content obtained from Contractor.
 4. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. List ant such tasks or deliverables here or "None".
- B.** The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A.** Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in 2.B and Paragraph 5 of the governing Task Order.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

- c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement.
 6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 8. Reviewing a Shop Drawing or other Contractor submittal more than two times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
 10. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
 11. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services as identified in 2.B of this task order.
2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;

- e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 18. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
20. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
22. Preparation of operation, maintenance, and staffing manuals.
23. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
24. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
27. Overtime work requiring higher than regular rates.
28. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide Part-Time representation as identified in Paragraph 5.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. **Shop Drawings, Samples, and other Submittals**
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work**
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract

Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

- 1.** Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2.** Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3.** Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4.** Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5.** Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6.** Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7.** Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8.** Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E** referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Services** dated _____.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018) (FORM ONLY)

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Notice Date:

Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name _____

Title: _____

TASK ORDER FORM

This is Task Order No. _____,
consisting of 3 pages,
dated _____.

KSA Project Number:

Owner Project (or Purchase Order) Number:

Project Name:

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Owner:
- B. Title:
- C. Description:

2. **Services of Engineer:**

Engineer shall provide, or cause to be provided, the following services:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2, except as modified by this Task Order.

4. **Times for Rendering Services**

Engineer shall complete its services in accordance with the following schedule:

5. **Payments to Engineer**

Owner shall pay Engineer for services rendered as follows:

6. **Hourly Rates and Reimbursable Expenses Schedule**

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$300.00/hour
Senior Aviation Planner	\$225.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$195.00/hour
Electrical Design Engineer	\$160.00/hour
Senior Project Manager	\$240.00/hour
Project Manager	\$195.00/hour
Senior Project Engineer	\$185.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$155.00/hour
Design Engineer	\$130.00/hour
Senior Project Architect	\$240.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$210.00/hour
Engineering Technician	\$115.00/hour
Senior Design Technician	\$135.00/hour
Design Technician	\$ 95.00/hour
Project Assistant	\$125.00/hour
Senior CAD Technician	\$100.00/hour
CAD Technician	\$ 90.00/hour
Senior Project Representative	\$120.00/hour
Project Representative	\$105.00/hour
Graphic Designer	\$ 80.00/hour
Grant Administrator	\$135.00/hour
Administrative Assistant	\$ 95.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$210.00/hour
Two-Man Survey Crew	\$180.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$155.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.66/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing) Actual Cost

Outside Consultants Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: _____

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's
Certificate No. EF.000476

State of: Louisiana

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail Address: _____

E-Mail Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

This is **EXHIBIT C** referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Services** dated ____.

AMENDMENT TO OWNER-ENGINEER TASK ORDER AGREEMENT

Amendment No. ____

Owner:

Engineer: KSA Engineers, Inc.

Project:

Nature of Amendment: (Check those that apply)

Modifications to responsibilities of Owner

Modifications of payment to Engineer

Modifications to other term of Main Agreement (i.e. Extension of effective Date)

Modifications to other terms and conditions of the Agreement

Description of Modifications:

Enter the descrption modifications to Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All other provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of the Amendment is _____.

Owner:

Engineer: KSA Engineers, Inc.

Name

Name

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

This is **EXHIBIT C** referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Services** dated ____.

AMENDMENT TO OWNER-ENGINEER TASK ORDER AGREEMENT

Amendment No. ____

Owner:

Engineer: KSA Engineers, Inc.

Project:

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Enter the description of additional services or modifications to services.

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$ ____
Adjusted Agreement amount: \$ ____
Change in time for services (days, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All other provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of the Amendment is _____.

Owner:

Engineer: **KSA Engineers, Inc.**

Name

Name

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT J - PROJECTS INCLUDED IN TASK ORDER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, dated _____

The projects identified by the DeSoto Parish Police Jury for implementation or development at the C.E. "Rusty" Williams Airport are as follows:

1. Runway/Taxiway Rehabilitation (Design)
2. Airfield Lighting System and New Vault (Design)
3. Design Taxilanes and 10 Unit T-Hangar
4. Airfield Drainage Analysis
5. Construct Runway/Taxiway Rehabilitation
6. Airfield Lighting System and New Vault (Construction)
7. Construct Taxilanes and 10 Unit T-Hangar
8. Airfield Drainage Improvements (Design)
9. Airfield Drainage Improvements (Construction)

The projects are subject to the availability of funding from the FAA, State of Louisiana and the DeSoto Parish Police Jury. The projects identified herein are not necessarily listed by priority. Fee(s) will be negotiated for each project.

EXHIBIT K

FAA CONTRACT PROVISIONS

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest, agrees as follows:

1. Access to Records and Reports. The ENGINEER must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
2. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the ENGINEER or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide ENGINEER written notice that describes the nature of the breach and corrective actions the ENGINEER must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the ENGINEER must correct the breach. Owner may proceed with termination of the contract if the ENGINEER fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
3. Civil Rights – General. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.¹ This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
4. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER"), agrees as follows:
 - a. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination

Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. Nondiscrimination: The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of an ENGINEER's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the sponsor to enter into any litigation to protect the interests of the

Sponsor. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

5. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “ENGINEER”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and ENGINEERS, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
6. Clean Air and Water Pollution Control. ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The ENGINEER agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. ENGINEER must include this requirement in all subcontracts that exceeds \$150,000.
7. Contract Work Hours and Safety Standards.
- a. Overtime Requirements: No ENGINEER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this clause, the ENGINEER and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such ENGINEER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.
 - c. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the ENGINEER or subcontractor under any such contract or any other Federal contract with the same prime ENGINEER, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime ENGINEER, such

sums as may be determined to be necessary to satisfy any liabilities of such ENGINEER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this clause.

- d. Subcontractors: The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this clause.

- 8. Copeland Anti-Kickback Act. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

- 9. Davis Bacon Requirements.

- (1) Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon

poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - b) The classification is utilized in the area by the construction industry; and
 - c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the

Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the

applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- 2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- 3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in

the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

10. Debarment and Suspension. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>.
- b. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

11. Disadvantaged Business Enterprise. The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the ENGINEER from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime ENGINEER receives from OWNER. The prime ENGINEER agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

12. Distracted Driver. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.
13. Energy Conservation Requirements. ENGINEER and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

14. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order

11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Federal Fair Labor Standards Act. All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The ENGINEER has full responsibility to monitor compliance to the referenced statute or regulation. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. Trade Restriction. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

- c. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. Certification Regarding Lobbying. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. Prohibition of Segregated Facilities.

- a. The ENGINEER agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The ENGINEER agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- b. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- c. The ENGINEER shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

20. Procurement of Recovered Materials. Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- b. Fails to meet reasonable contract performance requirements; or
 - c. Is only available at an unreasonable price.
- 21. Right to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
- 22. Seismic Safety. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- 23. Certifications Regarding Tax Delinquency and Felony Conviction.
 - a. The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 - b. The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

24. Termination of Contract.

- a. **Termination for Convenience:** The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
- b. **Termination for Default:** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
 - i. **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

ii. Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

25. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



www.LouisianaCat.com

Machine Sales Quotation:

Parker Hebert
+1 3184557084
parker.hebert@louisianacat.com

Quote #: Q-66759
Date: Mar 20, 2024
Account: DESOTO PARISH POLICE JURY

Summary Section:

No.	New/Used	Year	Make	Model	Approx. Hours	Customer Sales Price
1.	New	2023	CAT	740GC	8.1	\$ \$618,129.00
2.	New	2024	CAT	745	5.9	\$731,494.00

* Adding 10% Contingency to Sales Price Quote *

Alexandria
318-443-2577

Hammond
985-340-2820

Lake Charles
337-439-3601

Monroe
318-323-1345

Reserve
985-536-1121

Bossier City
318-746-2341

Lafayette
337-837-2476

Mansfield
318-872-9700

Prairieville
225-673-3480



2024 Regular Session

ACT No. 596

HOUSE BILL NO. 89

BY REPRESENTATIVES BAGLEY, BAYHAM, BILLINGS, LARVADAIN,
MARCELLE, AND WYBLE

1 AN ACT

2 To amend and reenact R.S. 18:59.2(A), (D)(2), and (E) and to repeal R.S. 18:59.2(C),
3 relative to employees in the office of a registrar of voters; to provide for the
4 maximum number of authorized positions in certain parishes; to provide for the
5 source of parish population figures; and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. R.S. 18:59.2(A), (D)(2), and (E) are hereby amended and reenacted to
8 read as follows:

9 §59.2. Number of employee positions established; increase; decrease

10 A.(1) Except as otherwise provided in this Section, the number of authorized
11 positions for state employees in the office of a registrar of voters, including the
12 position of registrar of voters, shall be based on parish population figures as shown
13 by the latest federal census, the ~~Louisiana Tech University population estimates for~~
14 ~~Louisiana parishes~~ parish population estimates published pursuant to the United
15 States Bureau of the Census Federal State Cooperative Program for Population
16 Estimates, or as determined by the governing authority of each parish in accordance
17 with law.

18 (2) Based on the parish population range ~~as shown by the latest federal~~
19 ~~census, the Louisiana Tech University population estimates for Louisiana parishes~~
20 ~~or census of the parish governing authority~~, the maximum number of authorized
21 positions in each parish is established as follows:

22 PARISH

23 POPULATION RANGE

NUMBER OF POSITIONS

24 (1) 0 to 30,000 19,000

2

1	(2)	30,001 <u>19,001</u> to 65,000	3
2	(3)	65,001 to 100,000	4
3	(4)	100,001 to 200,000	5
4	(5)	200,001 to 300,000	7
5	(6)	300,001 to 400,000	10
6	(7)	400,001 to 475,000	13
7	(8)	475,001 to 1,000,000	17

8 * * *

9 D.

10 * * *

11 (2) If a reduction in the number of positions in the office of a registrar of
 12 voters is necessary because of a change in parish population ~~pursuant to Subsection~~
 13 ~~C hereof~~, the number of positions shall be reduced by attrition.

14 E. Employee positions established in the office of a registrar of voters
 15 pursuant to Subsections A and B hereof that exceed the number of positions
 16 established in the office of a registrar of voters on the effective date of this Section
 17 or that increase pursuant to a change in population ~~in accordance with Subsection C~~
 18 ~~hereof~~ shall not be filled until the parish governing authority has appropriated the
 19 parish portion of the salary for each position and the legislature has appropriated to
 20 the secretary of state the state portion of the salary for each such position.

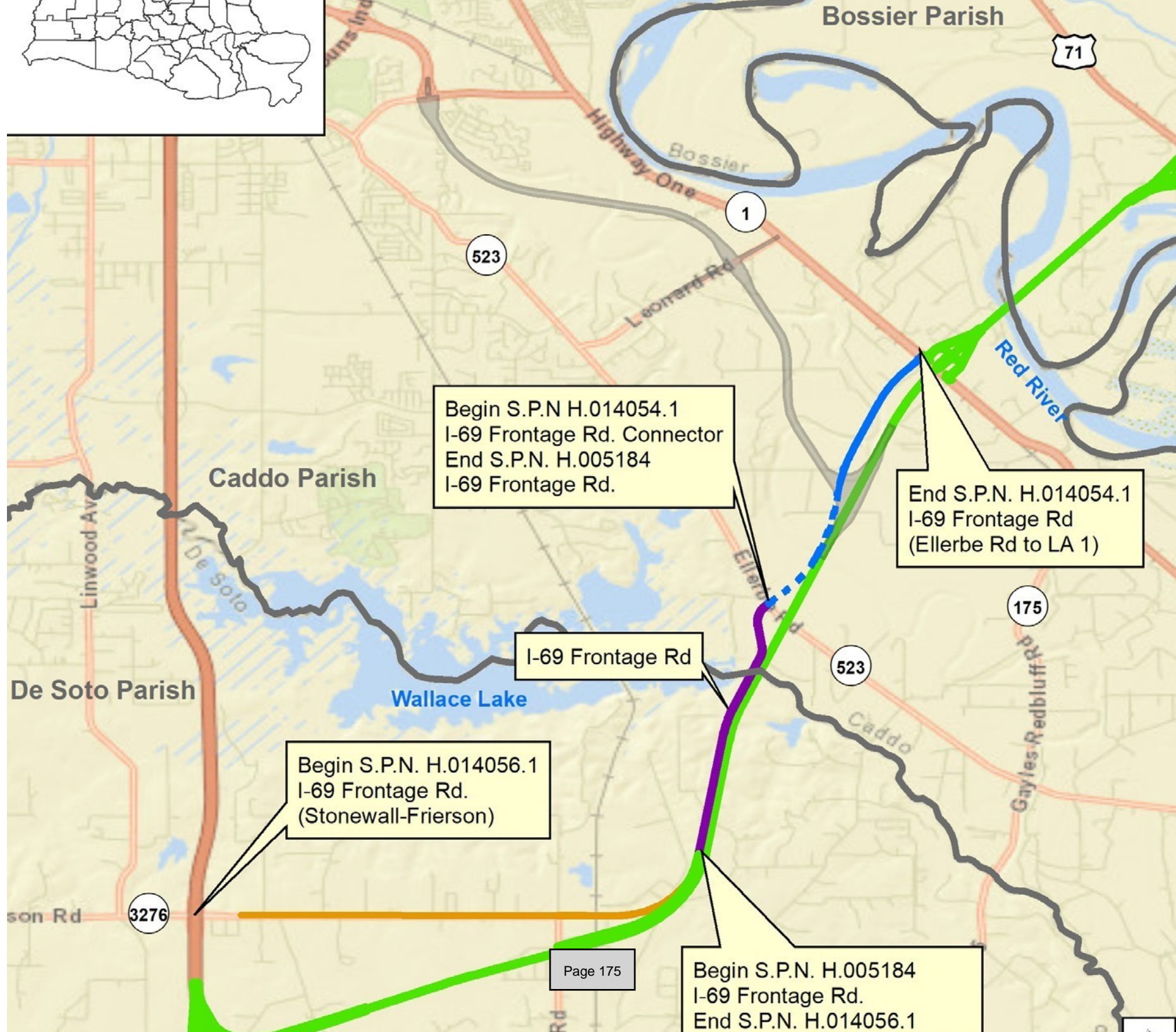
21 Section 2. R.S. 18:59.2(C) is hereby repealed in its entirety.

 SPEAKER OF THE HOUSE OF REPRESENTATIVES

 PRESIDENT OF THE SENATE

 GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____



DeSoto Parish Police Jury
Mundy Landfill
Solid Waste Tipping Fees
(Disposal Fees)
Effective Date: January 1, 2025

Waste Type	In-State Customers	Out-of-State Customers
	Tipping Fee	Tipping Fee
Construction Debris	33.00 / ton plus fees	38.00 / ton plus fees
Residential (Non-DeSoto Parish)		
Average 75 tons or over per day per calendar month	39.00 / ton plus fees	N/A
Average of less than 75 tons per day per calendar month	40.00 / ton plus fees	42.00 / ton plus fees
Commercial Haulers (MSW)	40.00 / ton plus fees	42.00 / ton plus fees
Friable Asbestos	36.00 / cubic yard plus fees	45.00 / cubic yard plus fees
Non-Friable Asbestos	36.00 / cubic yard plus fees	45.00 / cubic yard plus fees
Truck Weights	5.00 / truck	5.00 / truck
Box Rental (DeSoto Residents/Non-Commercial)	100.00 / week	N/A
Pull-offs	50.00 / truck	50.00 / truck
Medical Waste (Non-Hazardous)	40.00 / ton plus fees	45.00 / ton plus fees
Liners	Jury Cost	N/A
Industrial Waste	Contract	Contract
Municipalities within Parish	Exempt	N/A
Sheriff's Dept. Litter Crew	Exempt	N/A
Waste from Police Jury Projects hauled by Contractors	Exempt	N/A
Community Cleanup Event or Residential Structural Fire	Exempt (3 days max)	N/A

*6% per ton fuel surcharge, \$20 per truck for environmental fees