

Ord.
2000-0123

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 00-2-9

An Emergency Ordinance to approve and authorize the execution of a contract with Shread-Kuyrkendall & Associates, Inc. for Program Management Services for the Drainage Improvements Program.

WHEREAS, the Parish is in the process of constructing a \$16 Million Dollar Drainage Improvement Program; and,

WHEREAS, portions of the project are behind schedule due to construction delays as a result of utility conflicts, and DNR and USACE permitting problems and the resulting shutdowns of both Public Works and Wastewater projects; and

WHEREAS, it is the desire of the Parish Council and the Parish President to expedite the completion of these projects as soon as possible with the assistance of Program Management Services; and

WHEREAS, in accordance with Chapter 2, Article I, Section 2-12(IV)(d) of the St. Charles Parish Code an Emergency Ordinance is the appropriate method to approve an emergency contract for Program Management Services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the adoption of this Ordinance is an emergency action taken in accordance with Chapter 2, Section 2-12(IV)(d) of the St. Charles Parish Code.

SECTION II. That the contract for Drainage Improvements Program Management Services, attached hereto as Exhibit A, by and between Shread-Kuyrkendall & Associates, Inc. and St. Charles Parish is hereby approved.

SECTION III. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish for a period of 40 days and a cap of \$20,000.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, ABADIE, AUTHEMENT, BLACK, MARINO

NAYS: NONE

ABSENT: FABRE, MINNICH

And the ordinance was declared adopted this 28th day of February, 2000, to become effective immediately upon adoption.

EMERGENCY ORDINANCE SHREAD.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 2-29-00
APPROVED [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY: 2-29-00
AT: 2:10 RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON March 3, 2000
AS ENTRY NO. 241310
IN MORTGAGE/CONVEYANCE BOOK
NO. 745 FOLIO 571

CONTRACT FOR PROGRAM MANAGEMENT SERVICES
FOR THE DRAINAGE IMPROVEMENTS PROGRAM

THIS AGREEMENT made and entered into the 29th day of February, 2000, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and SHREAD-KUYRKENDALL AND ASSOCIATES, INC., CONSULTING ENGINEER, a Louisiana Corporation acting herein by and through its President, hereinafter called the ENGINEER. Whereas the OWNER desires to employ a professional consulting Engineering firm to provide the PROGRAM MANAGEMENT SERVICES FOR THE DRAINAGE IMPROVEMENTS PROGRAM as described herein.

I. GENERAL

- A. The OWNER agrees to employ the ENGINEER, and the ENGINEER agrees to perform professional services as required. Engineering will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the Project. The ENGINEER will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed. This contract shall automatically expire in forty (40) days and shall not exceed \$20,000.
- II. SERVICES OF THE ENGINEER

A. Basic Engineering Services

The ENGINEER, upon authorization by the OWNER, shall provide the Engineering Services required and agreed to by the ENGINEER, and to be paid by the OWNER.

B. Special Engineering Services

The ENGINEER, upon authorization by the OWNER, shall provide the Special Engineering Services required and agreed to by the ENGINEER, and to be paid by the OWNER.

III. SERVICES OF THE OWNER

- A. Provide full information as to his requirements for the project.
- B. Assist the ENGINEER in planning and performing the work by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities. Provision of office space and telecommunication allowing the ENGINEER to conduct management services for the OWNER.
- C. Guarantee access to and make all provisions for the ENGINEER and his subconsultants to enter upon public property as required for performing the services.

IV. COMPENSATION

~~A. Basic Services~~

- ~~1. For performance of the ENGINEER as outlined in Section II, required by the OWNER, the OWNER shall authorize and pay the ENGINEER a professional engineering fee based upon a percentage of the construction cost of the project. This fee shall be determined by referring to curve B, Attachment B of this contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of construction cost. This curve is from the American Society of Civil Engineers Manual No. 45 dated 1981.~~

~~An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total costs based on the final Drawings and Specifications.~~

~~Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.~~

- ~~2. Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the bases of actual cost. Additional administrative services shall be cost plus 15%.~~
- ~~3. Monthly billing for services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.~~

B. Compensation for Special Engineering Services

For Special Engineering Services described in Section II, Paragraph B, the OWNER shall pay the ENGINEER on the basis of Exhibit 1 on Page 7 of this contract, plus documented Direct Non-Salary Expenses at Cost.

~~C. Partial Payments~~

- ~~1. Partial payments for any of the special engineering services provided in accordance with Section II-A will be made at monthly statements submitted by the ENGINEER.~~
- ~~2. If the OWNER requests additional services not heretofore considered, the OWNER agrees to pay the ENGINEER for such services a previously negotiated sum, such sum to be established in each case when the scope of work involved has been determined and before any of the additional services are provided.~~

~~D. The OWNER and ENGINEER acknowledge that the total project budget may vary depending on construction costs. Therefore, both parties agree to negotiate in good faith to make adjustments as required.~~

V. OWNERSHIP OF DOCUMENT

A. Documents including but not limited to plans, specifications, and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be made available for OWNER'S inspection at anytime during the project and shall be

delivered to the OWNER prior to termination or final completion of the contract.

- B. Drawings will be computer generated utilizing AutoCAD Version 12. Drawing files will be provided on 3½" high-density diskettes.
- C. Word processing documents will be prepared utilizing Microsoft Word 95. Word processing files will be provided on 3½" high-density diskettes. All as built shall be provided on reproducible sepia.

VI. TERMINATION

- A. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
- B. The ENGINEER, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. The ENGINEER shall, as soon as practical after receipt of notice of termination, submit a statement showing in detail the services performed under this Agreement to the date of termination.
- D. The OWNER shall then pay the ENGINEER promptly that portion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under the fee as have been previously made.

VII. COMPLIANCE WITH LAWS AND ORDINANCES

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

VIII. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each bind himself, his successors, executors, administrators and assigns to the other party to their Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

IX. INSURANCE

The ENGINEER shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.

The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00).

All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

X. GENERAL

To the proportional extent of its fault, the ENGINEER shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the ENGINEER, its agent, servants or

employees, while engaged upon or in connection with the services required or performed hereunder.

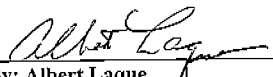
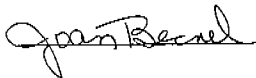
XI. WARRANTY

ENGINEER warrants that it will perform its design services with the degree of skill and to the standard of care required of the Engineering profession to meet all Federal, State and Local requirements

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

ATTEST:

ST. CHARLES PARISH


By: Albert Laque
Parish President

ATTEST:

SHREAD-KUYRKENDALL
AND ASSOCIATES, INC.

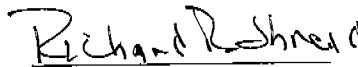
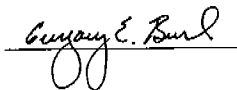

By: Richard R. Shread, PE, PLS
President

EXHIBIT 1

Shread-Kuyrkendall and Associates, Inc.

HOURLY RATE SCHEDULE

St. Charles Parish

PROGRAM MANAGEMENT SERVICES

FOR THE DRAINAGE IMPROVEMENTS PROGRAM

	<u>Cost Per Hour</u>
Supervisor	\$ 113.00
Program Manager	\$ 95.00
Engineer	\$ 90.00
Pre-Professional	\$ 67.50
Resident Project Representative (R.P.R.)	\$ 50.00
Overtime for R. P. R.	\$ 63.00
CADD Technician	\$ 61.00
Clerical	\$ 50.00
Survey Crew (3-Man)	\$ 98.50
Principal	\$130.00

Non-Salary Expenses

Mileage @ \$0.32/Mile

15% Administrative Fee shall be added to all expenses.

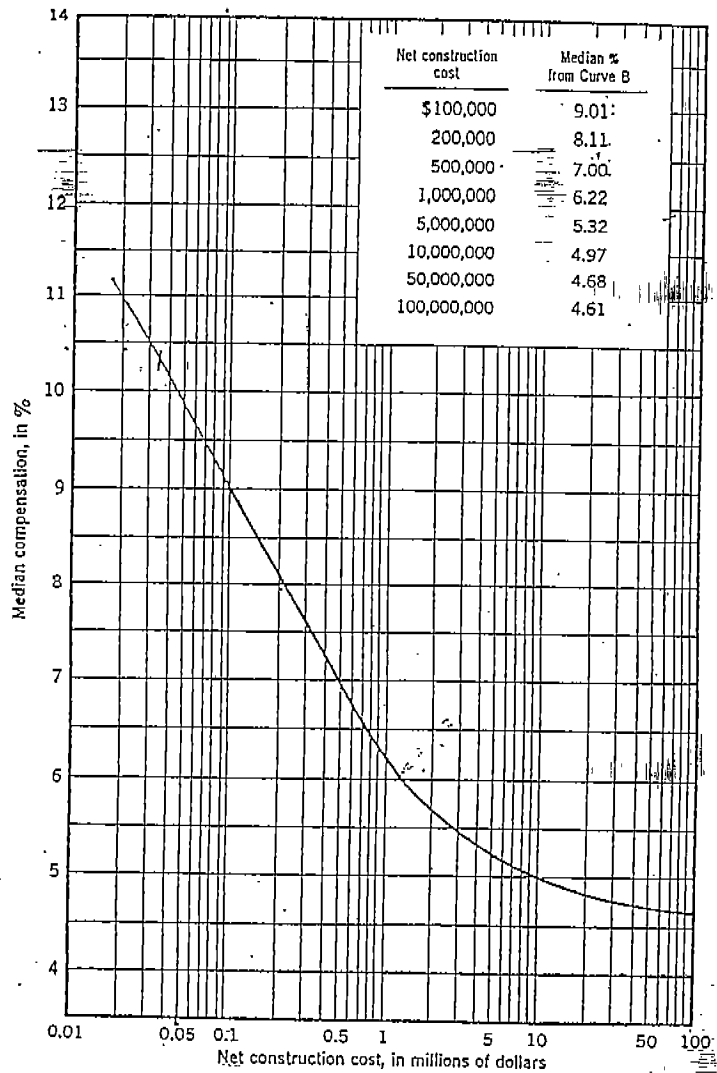


FIG. 2.—CURVE B, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1960)