



## ST. CHARLES PARISH

### DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

#### PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **Urban Systems Inc.**, a Louisiana Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P190101** titled **Data Collection UBBRR Chief Report.**

#### 1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

#### 2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.

- b. SCOPE OF SERVICES:

The consultant will conduct an economic assessment with a series of analyses focused on transportation of goods and people along US Highway 90 and the BNSF rail corridor as they transit St. Charles Parish.

To measure and quantify the economic value of vulnerable transportation conduits which pass through St. Charles Parish, to establish the “costs” of disruption to commerce and other quantifiable impacts should the conduits be disabled by a flood/natural disaster event.

The study will also quantify impacts associated with disruption of access to roads and rail routes connected by the US-90/BNSF corridor as it passes through St. Charles Parish, describing the potential impacts to surrounding economies, both within and outside to St. Charles Parish, in an emergency situation where access to the highway and the railway is interrupted.

Greater detail of services is included in the attached scope of work (See Exhibit A).

#### 3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of six (6) months from the date of the Agreement.

#### 4. CONSULTANT’S COMPENSATION

- a. The method of payment for this AGREEMENT is a Lump Sum amount, paid by monthly invoices based on a percent completion of the project, as determined by the Owner.
- b. Total compensation for the completion of the Scope of Services described in Section 2B and Exhibit A, shall be billed at an agreed Lump Sum amount by individual task for an not exceed total amount of \$142,000.
- c. Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT’S approved invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER will provide reasonable access to its public property, to include road bridges and right-of-ways, necessary to perform its scope of services.
- d. All deliverables, as described in Exhibit A of this AGREEMENT, generated by consultant in connection with this AGREEMENT shall be the property of OWNER and shall be delivered to OWNER by CONSULTANT within thirty (30) days of termination or conclusion of this AGREEMENT.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
- c. OWNER, upon receiving an invoice(s) for the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies provided by the CONSULTANT.
- g. OWNER may examine all insurance policies prior to acceptance.
- h. For all purposes under Louisiana law, the CONSULTANT principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT 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 CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

12. NOTICE:

Any notifications under this Agreement shall be directed to the addresses set forth below, unless this Agreement is otherwise amended in writing:

**Urban Systems, Inc.**  
Attn: Michael P. Palamone  
2000 Tulane Avenue, Suite 200  
New Orleans, LA 70112  
Ph 504.523.5511

**St. Charles Parish**  
Attn: Sam Scholle  
Post Office Box 302  
Hahnville, LA 70057

*With a copy to:*  
**Office of Director of Public Works**  
Attn: Ruby Dennis  
P. O. Box 302  
Hahnville, LA 70057

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

**ATTEST**

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**ATTEST**

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**ST. CHARLES PARISH**

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**By: Mr. Larry Cochran  
Parish President**

**URBAN SYSTEMS INC.**

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**By: Michael P. Palamone  
Principal/ Board of Directors**