## SINGLE PROJECT CONTRACT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 Meyers Engineering, LTD., a corporation acting herein by and through its Contracting Officer, hereinafter called Resident Project Representative (RPR). Whereas the Owner desires to employ a professional consulting Engineering company to provide resident project representative services during construction on behalf of the St. Charles Parish in support of the construction of the 29<sup>th</sup> Judicial Court Building in Hahnville, Louisiana.

#### 1.0 GENERAL

The Owner agrees to employ the RPR, and RPR agrees to perform professional services required for the project described above. RPR will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Owner may terminate the Contract by written notification and without cause per Section 4.0 during any phase of the project.

#### 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE RPR

Construction Inspection shall include the following tasks:

- Meyer Engineers, LTD shall provide a qualified resident project representative on-site to observe and document construction progress, field issues and installation of proposed 29<sup>th</sup> Judicial Court Building in Hahnville, LA
- The RPR shall be familiar with civil, structural, and general building components and have a general understanding of mechanical and electrical components required to complete the construction and modifications outlined in the project.
- The RPR shall provide construction observation reports to document progress and identify issues in the field.
- The RPR shall coordinate construction concerns with St. Charles Parish and its Architect-of-Record, Murray Architects.
- The RPR shall attend all meetings as required for construction to include but not limited to Pre-Construction Meetings, Bi-weekly progress meetings, Substantial completion/project closeout meetings.

#### 3.0 Schedule

Meyers Engineers, Ltd. Agrees that the construction observation will be periodic and will not require on-site inspections everyday of construction. Rather, the work will be based on 464 hours maximum over the entire schedule as outlined below.

- Pre-construction, 1 month
- Construction, 12 months
- Substantial Completion and Project Closeout, 1 month
- Total Contract duration, 14 months maximum
- Total construction man-hours, 464 maximum inclusive of on-site inspection, report writing and meeting attendance

#### 3.1 Project Administration

Services shall be on a Time and Materials basis according to the negotiated contract unit hourly rates. All direct and incidental costs shall be included in the proposed labor rates. Direct and incidental costs include but are not limited to office travel, lodging, per diem, and transportation. Separate labor rates will not be paid for overtime. Meyer Engineers, Ltd. Shall invoice St. Charles Parish monthly based on the contracted unit hourly rate.

#### 4.0 TERMINATION.

- 4.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 4.2 The RPR, 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.
- 4.3 The RPR shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 4.4 The Owner shall then pay the RPR promptly that portion of the prescribed fee to which both parties agree.

#### 5.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

#### 6.0 SUCCESSORS AND ASSIGNS

6.1 Owner and RPR each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

#### 7.0 INSURANCE

- 7.1 The RPR 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 <u>unencumbered</u> amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the <u>unencumbered</u> amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 7.2 The RPR shall also secure and maintain at his expense professional liability insurance in the <u>unencumbered</u> sum of \$500,000.00.
- 7.3 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.
- 7.4 RPR shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 7.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 7.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

#### 8.0 GENERAL.

- 8.1 The RPR shall indemnify and save harmless the Owner against any 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 RPR, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 8.2 While in the performance of services or carrying out other obligations under this Agreement, the RPR shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the RPR arising from the performance of their services under this Agreement. The RPR shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 8.3 The RPR warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 8.4 This Agreement being for the personal services of the RPR shall not be assigned or subcontracted in whole or in part by the RPR as to the services to be performed hereunder without the written consent of the Owner.
- 8.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 8.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the RPR shall take appropriate steps to assure compliance.
- 8.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the RPR shall take appropriate steps to assure compliance.
- 8.8 The RPR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The RPR further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### 9.0 ACCESS TO SITE.

9.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow RPR, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by RPR in order to perform its services under this Agreement.

#### 10.0 CODE OF PERFORMANCE.

- 10.1 <u>RPR</u> states that it will perform its services with the degree of skill and to the standard of care required of the RPR profession in this locality.
- 10.2 If <u>The services</u> by <u>RPR</u> does not meet those requirements noted in 10.1 above, then to the extent that this occurs as a direct result of <u>RPR's</u> failure to meet the standard of care in its services, <u>RPR</u> will indemnify the Parish for <u>RPR's</u> share of the costs incurred to bring <u>RPR for project</u> to the limitations mandated.
- 10.3 The obligations expressed in 10.1 and 10.2 in no way limits the RPR's obligations expressed elsewhere in this Contract.

#### 11.0 EXCLUSIVE JURISDICTION AND VENUE

11.1 For all claims arising out of or related to this agreement, RPR 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 RPR's residence and (B) right of removal to Federal Court based upon diversity of citizenship.

#### 12.0 COMPENSATION

12.1 Per the attached Rate Schedule compensation will be as follows Not-to-Exceed:

464 hours X \$74 per hour (Resident Inspector) = \$34,336.00

56 hours X \$140 per hour (Construction Manager) = \$7,840

Total is \$42,176.00

## Meyer Engineers, LTD.

## General Rates by Classification

As Of January 1, 2016

**Construction Manager** 

\$140.00

Resident Project Representative

\$74.00

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

WITNESSES:	ST. CHARLES PARISH
	Larry Cochran
	Parish President
WITNESSES:	<i>Meyer</i> Engineers, Ltd.
Lewon Corona	
Descent Tuchan	Richard C. Meyer, P.E. President

Richard C. Meyer, P.E.
President
David H. Dupré, P.E.
Vice President
James J. Papia, AIA, NCARB
Mark A. Schutt, P.E.
Ann M. Theriot, P.E.
Eric M. Colwart, P.E.



Charles E. Meyer, P.E. Executive Vice President Jitendra C. Shah, P.E. Vice President Matthew J. Falati, P.E. Kenneth J. Belou, P.E. Elena G. Anderson, IIDA LA Reg. ID # 1353

August 11, 2016

Mr. Darrin Duhe Executive Director of Procurement & Government Buildings St. Charles Parish P.O. Box 302 Hahnville, LA 70057

EMAIL: darrinduhe@stcharlesgov.net

Re: 2

29th Judicial Court Building, Hahnville, LA/Inspection

A/E Project No. 20-1640

Dear Mr. Duhe,

Enclosed are the Scope of Work and Fee Schedule for your review and approval, as discussed in our meeting on Tuesday, August 9th.

Meyer Engineers, Ltd. shall provide resident project representative (RPR) services during construction on behalf of the St. Charles Parish in support of the construction of the 29<sup>th</sup> Judicial Court Building in Hahnville, Louisiana.

Construction Inspection shall include the following tasks:

- Meyer Engineers, Ltd shall provide a qualified resident project representative on-site to observe and document construction progress, field issues and installation of proposed new office/court building.
- The RPR shall be familiar with civil, structural, and general building components and have a general understanding of mechanical and electrical components required to complete the construction and modifications outlined in the project.
- The RPR shall provide construction observation reports to document progress and identify issues in the field.
- The RPR shall coordinate construction concerns with St. Charles Parish and its Architect-of-Record, Murray Architects.

Mr. Darrin Duhe August 10, 2016 Page 2

#### Conference and Meetings

The RPR shall attend all meetings as required for construction. These meetings would likely be held on-site and would include but may not be limited to the following:

- Pre-construction meetings ahead of all major work and site mobilization
- Monthly progress meetings
- Substantial completion/project close-out meeting
- Total number of meetings assumed to be 20 maximum

#### Schedule

Meyer Engineers, Ltd. assumes that the construction observation will be periodic and will not require on-site inspection every day of construction. Rather, the work will be based on 464 hours maximum over the entire schedule as proposed below.

Proposed schedule is as follows:

- Pre-construction, 1 month
- Construction, 12 months
- Substantial Completion and Project Closeout, 1 month
- Total Contract duration, 14 months maximum
- Total construction man-hours, 464 maximum inclusive of on-site inspection, report writing and meeting attendance.

#### **Project Administration**

Services performed shall be on a Time and Materials basis according to the negotiated contract unit hourly rates. All direct and incidental costs shall be included in the proposed labor rates. Direct and incidental costs include but are not limited to office support, invoicing, administrative costs, insurance coverage, materials, equipment, travel, lodging, per diem, and transportation. Separate labor rates will not be paid for overtime. Meyer Engineers, Ltd. shall invoice St. Charles Parish monthly based on the contracted unit hourly rate.

Mr. Darrin Duhe August 10, 2016 Page 3

Per the attached Rate Schedule we propose the following estimate Not-to Exceed:

464 hours X \$74 per hour (Resident Inspector) = \$34,336 56 hours x \$140 per hour (Construction Manager) = \$7,840 **Total:** \$42,176

We welcome your feedback and comments, and look forward to speaking with you in the next few days to make adjustments to the proposal as necessary, to begin the contract process.

Sincerely,

Meyer Engineers, Ltd.

Richard C. Meyer, P.E.

President

RCM/bgc

Enclosure

#### F:/WORDPROC/MASTER/GENERAL RATES CLASS 1-1-2016

# MEYER ENGINEERS, LTD. GENERAL RATES BY CLASSIFICATION AS OF JANUARY 1, 2016

CONSTRUCTION MANAGER

\$140.00

RESIDENT PROJECT REPRESENTATIVE

\$74.00



certificate holder in lieu of such endorsement(s).

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCED AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUC	ER			,	CONTACT Tracy Eddy					
Alex	ander and Sanders Insu	ıran	ce	Inc	PHONE (A/C, No, Ext): (225) 295-2995 FAX (A/C, No): (225) 368-2145					
4610	BLUEBONNET BLVD., SUI	TE .	Α		E-MAIL ADDRESS: INFO@alexsand.com					
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
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St. Charles Parish Mr. Darrin J. Duhe 15045 River Road Hahnville, LA 70057					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE					
					Wyatt Sanders/TEDDY					

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#### CERTIFICATE OF LIABILITY INSURANCE

8/16/2016

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BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE-OR-PRODUCER, AND-THE-GERTIFICATE-HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

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PRODUCER		,	CONTACT Kimberly Drinkard				
ERWIN INSURANCE AGENCY, INC.			PHONE (A/C, No. Ext): (985) 892-1500	FAX (A/C, No); (985)			
410 S Tyler Street			E-MAIL ADDRESS: kdrinkard@erwinins.net				
PO Box 970			INSURER(S) AFFORDING COVERAGE	NAIC #			
Covington	LΑ	70434-0970	INSURER A: Hudson Specialty Insurance Co				
INSURED			INSURER B: Torus National Insurance	Company			
Meyer Engineers, LTD			INSURER C:LA Worker's Compensation	Corp.	22350		
P 0 Box 763			INSURER D:				
4937 Hearst Street			INSURER E:				
Metairie	AI	70004	INSURER F:				
COMEDAGES		CERTIFICATE NUMBER:16-17 GL.	UM. WC REVISION NU	MRER.			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
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Re: 29th Judicial Court Building A/E Project No. 20-1640 Certificate Holder named as Additional Insured as regards General Liability. Ten(10) days notice of cancellation. **CERTIFICATE HOLDER** CANCELLATION

St. Charles Parish Attn: Mr. Darrin J. Duhe 15045 River Road

Hahnville, LA 70057

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Mclachlan III/PAT

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Seventy Lanthotel

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PHILIP D LUKE PRODUCER PHILIP D LUKE, AGENT FAX, No): 504-888-5876 StateFarm

4937 HEARST ST #2K METAIRIE LA 70001

INSURED

MEYER ENGINEERS LTD 4937 HEARST ST METAIRIE LA 70001

PHONE EXT. 504-454-6696 ADDRESS: insurer(s) affording coverage INSURER A State Farm Mulual Automobile Insurance Company 25178 INSURER E: INSURER C INSURER D : INSURER E. INSURER F :

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). 29TH JUDICIAL COURT BUILDING

A/E PROJECT NO. 20-1640

**GERTIFICATE HOLDER** 

ST CHARLES PARISH ATTN: MR DARRIN J DUHE 15045 RIVER ROAD

HAHNVILLE LA 70057

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS. NOTICE WILL BE DELIVERED

AUTHORIZED REPRESENTA

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ACORD 25 (2014/01)

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